



**Orange County  
Board of Commissioners**

**Agenda**

**Business Meeting**

March 21, 2023

7:00 p.m.

Donna S. Baker Meeting Room

Whitted Building

300 West Tryon Street

Hillsborough, NC 27278

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

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

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

**PUBLIC CHARGE**

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

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

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

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

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

- b. Matters on the Printed Agenda

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

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

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

**5. Public Hearings**



## **6. Regular Agenda**

- a. Approval of Professional Services Contract with Woolpert, Inc. to Conduct a Public School Capital Needs Assessment, and Approval of Budget Amendment #7-A
- b. Recommendations for Employee Health Insurance and Other Benefits

## **7. Reports**

- a. Child Welfare Updates and Planning

## **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. Fiscal Year 2022-23 Budget Amendment #7
  - c. Schools Adequate Public Facilities Ordinance (SAPFO) – Receipt and Transmittal of 2023 Annual Technical Advisory Committee Report
  - d. Professional Services Award for Whitted Buildings HVAC Replacement
  - e. Boards and Commissions – Appointments
  - f. Change in BOCC Meeting Schedule for 2023
  - g. Alliance Health Board of Directors - Appointment

## **9. County Manager’s Report**

## **10. County Attorney’s Report**

## **11. \*Appointments**

## **12. Information Items**

- March 7, 2023 BOCC Meeting Follow-up Actions List
- Memorandum – Orange County Climate Action Plan Mission and Vision Statements

## **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**

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ORD-2023-014

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** March 21, 2023

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

**SUBJECT:** Approval of Professional Services Contract with Woolpert, Inc. to Conduct a Public School Capital Needs Assessment, and Approval of Budget Amendment #7-A

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**DEPARTMENT:** Asset Management Services

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**ATTACHMENT(S):**

- 1) Woolpert, Inc. Cost Proposal
- 2) Orange County Professional Services Contract
- 3) Year-to-Date Budget Report

**INFORMATION CONTACT:**

Travis Myren, Deputy County Manager,  
919-245-2308  
Steven Arndt, Asset Management  
Services Director, 919-245-2658

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**PURPOSE:** To consider the approval of a professional services contract with Woolpert Inc. totaling \$984,561 to conduct a Facilities Condition Assessment, a School Optimization Plan and develop Benchmarking Best Practices for all public schools in Orange County, and with the proposed scope of work including \$85,000 for a study of educational adequacy of school facilities; and consider approval of Budget Amendment #7-A.

**BACKGROUND:** As a strategy to improve the quality and efficiency of operational services, Orange County Government, Chapel Hill Carrboro City Schools (CHCCS) and Orange County Schools (OCS) collaborated on the issuance of a Request for Qualifications (RFQ) for a design firm to provide a:

- Comprehensive Facility Condition Assessment (FCA)
- Optimization Plan of Existing Space Utilization; and
- Examining Prioritization Models, Benchmarking Best Practices and Scenarios for both school districts that recognize the distinct structure of the County allocating funds to the two school districts.

The desired outcome will help County and School professionals and elected officials better plan, manage and fund new construction and maintenance of the thirty-one (31) school campuses and administrative offices for the two school districts.

Ensuring that scarce capital resources are used effectively requires a better understanding of when to repair/maintain, renovate or replace buildings, how and when to contract across campuses and school districts, and how to provide reliable funding to assure that schools facilities are built and maintained in a timely and cost effective manner.

An RFQ review committee selected Woolpert, Inc., an international architecture, engineering and geospatial (AEG) firm to perform this work, which is anticipated to take nine months from contract execution. A copy of the Woolpert, Inc. cost proposal is included as *Attachment 1*. The proposal includes an additional services fee of \$85,000 for a study of educational adequacy of school facilities. This study was not requested in the original RFQ, but deemed necessary by members of the review committee. The project is scheduled to take approximately nine months to complete, upon issuance of a signed contract. The cost of this contract requires approval by the Board of County Commissioners.

Funding of \$3,500,000 was set aside through Budget Amendment #5-A in the School Capital Reserve Fund for the purpose of funding this contract and providing additional funding for school capital. The professional services fees are recommended to be funded through Budget Amendment #7-A, which would utilize \$984,561 of those funds and transfer them to the School Capital Fund. The remaining \$2,515,439 will be split between the school districts based on average daily membership (ADM). Those funds will be allocated to specific projects through a subsequent budget amendment at the direction of both School Districts. Budget Amendment #7-A creates the following Capital Ordinance in the School Capital Fund:

**School Capital Needs Assessment (\$984,561) - Project # 52000**

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
From Capital Reserve	\$0	\$984,561	\$984,561
<b>Total Project Funding</b>	<b>\$0</b>	<b>\$984,561</b>	<b>\$984,561</b>

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Project Expenditures	\$0	\$984,561	\$984,561
<b>Total Costs</b>	<b>\$0</b>	<b>\$984,561</b>	<b>\$984,561</b>

**FINANCIAL IMPACT:** The total cost of the contract is \$984,561. Funding has been set aside for this purpose through Budget Amendment #7-A, which increases the School Capital Fund by \$984,561.

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

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

**ENVIRONMENTAL IMPACT:** The following Orange County Environmental Responsibility Goal impact is associated with this item:

- **ENERGY EFFICIENCY AND WASTE REDUCTION** Initiate policies and programs that: 1) conserve energy; 2) reduce resource consumption; 3) increase the use of recycled and renewable resources; and 4) minimize waste stream.

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

- 1) Approve the County entering into a professional service contract with Woolpert, Inc. totaling \$984,561 to conduct a Facilities Condition Assessment, a School Optimization Plan, and develop Benchmarking Best Practices for all public schools in Orange County including a study of educational adequacy of school facilities;
- 2) Authorize the County Manager to execute the Contract (*Attachment 2*), subject to final review by the County Attorney, and any subsequent amendments for contingent and unforeseen requirements up to the approved budget amount on behalf of the Board; and
- 3) Approve Budget Amendment #7-A as detailed above.

## Scope of Services

Woolpert and Cooperative Strategies (the “Team” or “We”) will provide facility condition assessment and planning services to Orange County’s (“Orange County” or “County”) school districts, Chapel Hill-Carrboro City Schools, and Orange County Schools. The facilities condition assessment and master plan provides clear direction to administrators, policy makers, and the community regarding how a school district should address facility needs. The scope of services include the following tasks.

### Kick off meeting

The Team will facilitate a kick-off meeting to ensure clear agreement on project objectives and expectations and gain consensus on the process we will be implementing. We will use this meeting with the County to fully familiarize ourselves with the County’s schools’ mission and function and discuss approach. We will discuss roles, functions, and responsibilities, anticipate challenges, and prepare for the project roll-out.

Regular, focused communication is imperative for a successful planning project like this one with the County. We will have bi-weekly meetings with the County’s internal steering group to ensure we are in alignment with tasks and deliverables.

### Facility Condition Assessment

Woolpert will conduct Facility Condition Assessments for Chapel Hill-Carrboro City Schools (CHCCS) Orange County Schools (OCS) for 3.5 million square feet of facilities, see Attachment A for list of facilities.

The purpose of the Facility Condition Assessment is to:

- Identify the major building systems and components
- Assess their condition
- Determine approximate remaining economic service life
- Develop budgetary cost estimates for replacing systems and components identified

The FCA will be performed by professionals with relevant education and experience in evaluating building systems and components. The FCA includes a visual assessment of building systems that are easily evaluated during a facility walk-through. Woolpert will deploy a visual inspection condition assessment approach. Equipment obscured behind walls and ceilings will not be assessed (e.g. VAV boxes behind ceiling tiles). The proposal does not reflect invasive, destructive assessment methods that would require special equipment, testing or scheduled power outages.

The assessment is a snapshot of conditions on the day(s) of the site visit and certain building deficiencies may not be apparent. Woolpert will work with facility personnel to determine problem areas and issues that were not visible during the assessment. Some conditions may exist that are beyond reasonable access for this type of investigation.

The major building components/systems to be assessed, along with general guidelines concerning the specific tasks to be accomplished, are as follows:

- **Architectural:** Identify types and quantities of architectural components associated with the building envelope (exterior), roofing, interior, and specialty items. All components will be evaluated for remaining useful life.
- **Site:** Evaluate condition of parking lot and sidewalk paving and determine remaining useful life. Evaluate condition and determining remaining useful life of playgrounds, tracks, and bleachers.
- **Electrical:** Determine the major types of electrical equipment present and remaining useful life. This assessment does not include an electrical capacity study, nor shall it include an assessment of the electrical system design.

- **Mechanical:** Identify the type of HVAC system and major components, including controls, and note remaining useful life. This assessment does not include a mechanical capacity study, nor does it include an assessment of the mechanical system design.
- **Plumbing:** Determine the type of building plumbing systems including: hot and cold water, gas, sewer, pneumatic, and mechanical systems. Estimate remaining useful life.
- **Fire Protection/Life Safety:** Identify any fire protection and life safety systems and provide estimated remaining useful life
- **Structural:** Identify any issues related to the structural integrity of the facilities. The assessment will note significant structural deficiencies and recommend approaches to alleviate.

### Integration of the Districts Supplied Facility Condition Data

Data will be collected and structured in the industry-standard Unifomat II system to Unifomat Level V specifications. In addition to observed facilities deficiency conditions, existing Districts supplied facility condition data shall be reviewed by the Consultant for incorporation into the Brightly Predictor software for project packaging and planning. The Districts-supplied data may include any of the following: prior engineering studies, hazardous materials audits, air or water quality studies, or other related facility condition data.

### Deficient Condition

For every deficient condition identified in the audit, a means of correcting the condition (a correction project) shall be developed by the Consultant. Each correction project shall entail a detailed description of the methods and quantities of labor and materials necessary to conduct the work. The estimates shall be based upon R.S. Means Construction and Facilities Maintenance and Repair Costs data and estimating format.

Each correction project shall be assigned a unique identifier and shall enable correction tracking by the Districts staff.

### Prioritization/Categorization/Classification of Audit Data

#### *Deficiency Priorities*

**Priority 1 Currently Critical Conditions** in this category require immediate action

**Priority 2 Potentially Critical Conditions** in this category, if not corrected expeditiously, will become critical within a year.

**Priority 3 Necessary** - Not yet critical Conditions in this category require appropriate attention to preclude predictable deterioration or potential downtime and the associated damage or higher costs if deferred further.

**Priority 4- Recommended Conditions** in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the facility; however, Priority 4 projects will improve overall usability and/or reduce long-term maintenance costs.

**Priority 5 Does Not Meet Current Codes/Standards** - "Grandfathered" Conditions in this category include items that do not conform to existing codes, but are "grandfathered" in their condition. No action is required at this time, but should substantial work be undertaken in contiguous areas, certain existing conditions may require correction.

### Deficiency Categories

Each correction project identified shall be assigned as identified in the RFQ.

### Deficiency Classification

Each deficiency shall be classified by the major property components identified for survey in the field. For example, Design and Functionality, Site, Exterior Systems, Interior Systems, Interior Finishes, Health/ Fire/Life Safety Systems, Handicap Accessibility, Heating, Ventilation and Air Conditioning, Plumbing, Electrical and Service Distribution, Special Electrical Systems, Fire Suppression, Special Construction, or Vertical Transportation.

## School Optimization Plan

The completed Plan will provide guidance for potential CHCCS and OCS factors influencing efficient capacity utilization of facilities. When synthesizing utilization optimization with facility condition assessments, many factors will be considered to develop a comprehensive plan:

The Team will collect background information about the County. The data may include such things as:

- 10-year enrollment projections
- Demographic profiles
- Geographic Information Systems data
- Capacity analysis of facilities, from CS Team
- Facility educational adequacy evaluations, from CS Team
- School District program information
- Financial and budgetary information

## Data Collection

The Team will collect and review various maps, schedules, and information pertaining to the school sites. We will collect information such as:

- State standards and formulas for school capacity calculations
- Teachers' association contracts on maximum class size
- Floor plans
- Master schedules

Adequacy assessors will tour all educational facilities identified in Attachment A to document and verify room use and size of all instructional and core spaces.

## Capacity Calculations and Analysis

The Team will use the facilities inventory along with the County's policies/practices to calculate capacities for each school within the County. Final calculations will include:

- An overview of the methodology used in capacity calculations
- Total capacity for each building
- A summary table with room counts by space type and resulting capacity
- Enrollment versus capacity comparison

The Team will prepare draft and final versions of the analysis and provide the final report to the County in PDF format with supporting documentation in csv/Excel spreadsheets.

## Options Work Session

The team will facilitate an in-person work session with the County's steering committee (County, OCSD, and CHPSD) to develop options from the data collected and input gathered. The options will identify strategic opportunities that may consider program offerings, attendance boundary changes and school closures/consolidations to maximize educational benefits and operational efficiencies to the County.

Based on the input from the County's steering committee and the County Board's engagement, the Team will refine and the options for community consideration.

## Community Survey

The Team will provide the finalized options for review by the County's steering committee and provide a draft survey for consideration to the County's steering committee. Through a virtual meeting, the Team will engage with the

County's steering committee to receive comments and changes to finalized options and community survey. The survey will be released to the community. The community will also have access to the priorities of the County and data set that was used to inform these priorities.

The Team will review the survey results with the County's steering committee. This virtual meeting will provide for the framework of the recommended options to be presented to the Board.

## Recommendations

The Team will finalize the draft recommendations for consideration. The Team will engage in person with the County's steering committee and to review and potentially modify the draft recommendations.

The Team will review the final report, with the County steering committee, prior to final submission to the County Board. The Team will submit and present to the County Board the final report.

## Benchmarking and Best Practices

The Team will use the assessment data to calculate a facility condition index for each facility and campus. The replacement value for all facilities will be a cost per square foot value relevant to the school type (elementary school, middle, or high school) that reflects a theoretical cost to replace the facility.

The Team will deliver a report outlining best practices and considerations for capital planning based on our collective experience for project/program management, contracting, maintenance, and financing. Additionally, our team will research regional and national trends in the aforementioned categories, including these findings in our report. Results of the analysis will be reviewed with the County prior to production of final deliverables. The intent of this analysis is to provide the County with the various options available to make informed decisions for future activities.

## Project Planning

Woolpert will leverage Brightly Software's Capital Predictor and Work Planner solutions to develop the Project Planning deliverables. Capital Predictor models will be developed based on the County's asset / equipment inventories and FCA inspection results. Using these models, the Team will generate and analyze multiple Capital Plan scenarios to determine the most effective and optimized repair/replace strategies given different funding scenarios. Once the desired Capital Plan results are achieved, we will utilize the Work Planner tool to package the recommended repair/replace activities into manageable work packages (projects, phases) with guidance provided by County team members. The Team will facilitate a series of on-site workshops over two days with OCS and CCHS to bundle projects and determine various scenarios. The team anticipates providing up to three scenarios total of funding or projects.

Capital Predictor and Work Planner do not track construction programs. However, OCS and CCHS can move the projects from Capital Predictor and Work Planner into Brightly's Asset Essentials CMMS platform to manage project performance via work orders. OCS already uses a legacy version of Brightly's work order management software that can be upgraded to Asset Essentials.

The Project Planning results will be published to the Capital Predictor/Work Planner reporting environment that County staff will be able to access via logins that will be provided. We will also provide the output in pdf and Microsoft Excel files.

If OCS or CCHS wish to enter an annual subscription plan with Brightly to use and maintain Brightly Capital Predictor, Work Planner, and/or Asset Essentials following this project, budgetary pricing is available in Appendix B.

## Meetings & Communications

- Kick off meeting – In person
- Biweekly virtual meetings with the County’s internal steering group
- Up to 4 meetings to present to the County board. Timing to align with on site other project meeting
- Project planning work session
- Options development work session
- Recommendations work session

## Deliverables

All deliverables will be provided in electronic format (excel, pdf, etc). Deliverables include:

- Project and assessment schedule (pdf, excel)
- Assessment results (excel) from the evaluation to include FCIs, building areas, current and future needs
- Draft and final reports (pdf)
  - State of Schools – Provides executive level summary of the methodology and findings from the FCA
  - Industry Best Practices
  - Optimization Plan -
- Summary of Options
- Summary reports (pdf or PowerPoint) to support analysis and planning activities (up to 5)

## Additional Services

### Educational Adequacy Assessment

The educational adequacy assessment will evaluate how well a campus is equipped to deliver curriculum both before and after renovation. beyond simply an analysis of appropriate space type allocation and size (which will be assessed from data collected in the capacity analysis being performed).

The Team will work with the County and School Districts to identify final goals, establish roles and responsibilities, and address potential challenges.

The Team will help the County to create an assessment system to be used to identify needs within each school site, to include:

- Key classroom FF&E, MEP, HVAC, and adjacencies
- Support services needs

Adequacy assessors will tour all educational facilities identified in Attachment A to document and verify room use and size of all instructional and core spaces. During the tours, we will interview school administrators regarding program offerings, building layouts, and any other special considerations.

## Fee Proposal

The professional services outlined will be provided for a lump sum fee, including labor and direct costs. This fee shall be payable in monthly installments based on the percentage of work completed. Fees below are based on Agreement being entered into prior to March 31, 2023.

Number Schools	44
Total Square Feet	3,564,319

Activity			Total Fee
<b>Base Fee Proposal</b>			
Facility Condition Assessment	Cost per Foot	\$ 0.153	\$ 545,000
Optimization Plan			\$ 238,597
Benchmarking & Best Practices			\$ 35,409
Project Planning			\$ 80,555
<b>Total Proposed Fee for Base Services</b>	Cost per Foot	<b>\$ 0.253</b>	<b>\$ 899,561</b>
<b>Additional Services Fee Proposal</b>			
Educational Adequacy			\$ 85,000

## Assumptions and Clarifications

- Client will provide copies of previous reports and other documentation that are germane to this investigation.
- It is assumed that this study is a high-level study, conceptual in nature and will not include any design documentation or technical construction documents.
- The client will deliver available background information and other data/documents in the timeframes agreed upon.
- Appropriate personnel will be made available during the on-site assessments to provide additional background information relative to specific building operations, function, equipment conditions, past improvements and planned upgrades.
- Client will provide timely access to all areas as necessary to complete the survey.
- Woolpert does not warrant or guarantee work performed by others, including vendors and subcontractors.
- Team will be allowed to complete the scope of services during normal business hours (7:30 a.m. – 5:30 p.m.).
- Woolpert will deploy a visual inspection condition assessment approach. Unless otherwise noted, conditions obscured by construction will not be assessed. The proposal does not reflect invasive, destructive assessment methods that would require special equipment, testing or scheduled power outages. Outages related to elevator assessments are anticipated.
- As needed, local client support staff will provide access to secured spaces, electrical panels and equipment.
- Teams will perform surveys in all accessible areas. Client will supply portable ladders for access, as necessary.
- Personnel will not enter the following types of areas during the site surveys: Confined space, HAZMAT area, construction area, sloped roofs. Data for such areas will be collected from available documentation or interviews.
- Photos will consist of building exteriors and major equipment deficiencies where applicable and referenced in the report. Interior photographs will be limited to spaces not occupied by employees or the public.
- No warranty or guarantee, either express or implied, concerning the findings and/or conclusions resulting from this scope of services is offered or intended. Rather, it is represented that the scope and performance of the professional services to be rendered will be in accordance with the state of practice as conducted within the site region by similarly qualified practitioners.
- Information obtained during interview(s) will be assumed to be correct and complete. There will be no effort on Woolpert's' part to independently verify such information. Except for cases where the information provided was judged by Woolpert to be inaccurate or misleading, the information will be assumed to be correct.
- Although some safety and/or code-related issues may be identified as part of this assessment, a comprehensive safety or code inspection will not be performed.
- The assessment is a snapshot of conditions on the day(s) of the site visit and certain building deficiencies may not be apparent. Woolpert will work with facility personnel to determine problem areas and issues that were not visible during the assessment. Some conditions may exist that are beyond reasonable access for this type of investigation. Woolpert will make reasonable attempts to document conditions based on feedback from facility personnel and visual assessments that align with industry standards.

## Attachment A

District	School Name	BuildingSquareFootage	Year Constructed
Chapel Hill-Carrboro City Schools	Glenwood Elementary	50,764	1952
Chapel Hill-Carrboro City Schools	Carrboro Elementary	61,562	1957
Chapel Hill-Carrboro City Schools	Estes Hill Elementary	56,299	1958
Chapel Hill-Carrboro City Schools	Frank Porter Graham Elementary	66,689	1960
Chapel Hill-Carrboro City Schools	Seawell Elementary	52,896	1969
Chapel Hill-Carrboro City Schools	Ephesus Elementary	66,952	1972
Chapel Hill-Carrboro City Schools	Scroggs Elementary	92,900	1999
Chapel Hill-Carrboro City Schools	Rashkis Elementary	95,729	2003
Chapel Hill-Carrboro City Schools	Morris Grove Elementary	90,221	2008
Chapel Hill-Carrboro City Schools	McDougle Elementary	98,000	1996
Chapel Hill-Carrboro City Schools	Northside Elementary	97,423	2013
Chapel Hill-Carrboro City Schools	Phillips Middle	109,498	1962
Chapel Hill-Carrboro City Schools	Culbreth Middle	114,776	1969
Chapel Hill-Carrboro City Schools	McDougle Middle	136,221	1994
Chapel Hill-Carrboro City Schools	Smith Middle	128,764	2001
Chapel Hill-Carrboro City Schools	Chapel Hill High	274,542	2020
Chapel Hill-Carrboro City Schools	East Chapel Hill High	259,869	1996
Chapel Hill-Carrboro City Schools	Carrboro High	148,023	2007
Chapel Hill-Carrboro City Schools	Phoenix Academy	5,207	2009
Chapel Hill-Carrboro City Schools	Lincoln Center	33,731	1950
Orange County Schools	River Park Elementary 308	70,812	1956
Orange County Schools	Central Elementary 312	61,382	1952
Orange County Schools	Efland Cheeks Elementary 324	65,084	1952
Orange County Schools	Grady A. Brown Elementary 328	75,016	1974
Orange County Schools	Hillsborough Elementary 100 Bldg. 329	72,872	1959
Orange County Schools	Hillsborough Elementary 200 Bldg.	8,980	1952
Orange County Schools	Hillsborough Elementary 300 Bldg.	14,770	1958
Orange County Schools	Hillsborough Elementary Gym	15,316	1958
Orange County Schools	Hillsborough Elementary Café	4,500	1952
Orange County Schools	Hillsborough Elementary Learning Center	6,996	1960-1962
Orange County Schools	New Hope Elementary 330	100,164	1991
Orange County Schools	Pathways Elementary 336	85,282	2000
Orange County Schools	A.L. Stanback Middle 304	136,000	1995
Orange County Schools	Orange Middle 316	118,970	1968
Orange County Schools	Gravelly Hill Middle 327	122,793	2006
Orange County Schools	Cedar Ridge High School 310	263,732	2002
Orange County Schools	Orange High School 332	217,203	1962
Orange County Schools	Partnership Academy Alternative School	6,600	2006
Orange County Schools	Maintenance Department	17,559	1940
Orange County Schools	Transportation Department	11,704	1971
Orange County Schools	Administrative Annex II (Transp Dispatch)	1,575	
Orange County Schools	Central Office	6,210	1971
Orange County Schools	Administrative Annex	6,000	1971
Orange County Schools	Welcome Center	34,733	2006

**3,564,319**

## Attachment B

# Investment – Chapel Hill-Carrboro City Schools

Predictor + Work Planner (MSRP - \$31,265)

Item	First term	Option #1
Predictor + Work Planner (MSRP)	3-Year	Yr 1 - \$31,265 Year 2 - \$33,141 Year 3 - \$35,129
Omnia Partners Discount		-\$7191 per year
Asset Essential Bundle Discount		-\$3611 per year
<b>Total 3 Year Investment</b>		<b>\$65,146</b>
<b>Year 1 Investment</b>		<b>\$20,463</b>

\*Includes 9% discount for 3-year agreement

\*Includes Omnia Partners Discount

\*Includes Asset Essentials Bundle Discount

\*\*Budgetary pricing only. Pricing subject to change based on market conditions



# Investment – Orange County Schools

Predictor + Work Planner (MSRP - \$18,487)

Item	First term	Option #1
Predictor + Work Planner	3-Year	Yr 1 - \$18,487 Year 2 - \$19,596 Year 3 - \$20,772
Omnia Partners Discount		-\$4252 per year
Asset Essential Bundle Discount		-\$2135 per year
<b>Total 3 Year Investment</b>		<b>\$38,521</b>
<b>Year 1 Investment</b>		<b>\$12,100</b>

\*Includes 9% discount for 3-year agreement

\*Includes Omnia Partners Discount

\*Includes Asset Essentials Bundle Discount

\*\*Budgetary pricing only. Pricing subject to change based on market conditions



[Departmental Use Only]  
TITLE  
FY

**NORTH CAROLINA**

**SERVICES AGREEMENT RFP/RFQ**

**ORANGE COUNTY**

This Services Agreement (hereinafter "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date") by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and \_\_\_\_\_, (hereinafter, the "Provider").

**WITNESSETH:**

That the County and Provider, for the consideration herein named, do hereby agree as follows:

**1. Services**

a. Scope of Work.

- i) This Services Agreement ("Agreement") is for services to be rendered by Provider to County with respect to (*insert type of project*):
- ii) By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.
- iii) Time is of the essence with respect to this Agreement.
- iv) The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. Compensation to the Provider for Basic Services under this Agreement shall be as set forth herein.

**2. Responsibilities of the Provider**

- a. Services to be provided. The Provider shall provide the County with all services required in Section 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.
- b. Standard of Care.
  - i) The Provider shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Provider is solely responsible for the professional

quality, accuracy and timely completion and submission of all work related to the Basic Services.

- ii) Provider shall be responsible for all errors or omissions of its agents, contractors, employees, or assigns in the performance of the Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County.
- iii) The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.
- iv) Provider is an independent contractor of County. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Provider.
- v) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- vi) Should this Agreement involve project designs, the construction or creation of which is to be bid out or fulfilled by other contractors, and bidding or negotiation with contractors produce prices which, when added to the other elements of the approved total project cost, produce a cost that is in excess of the approved total project cost, the Provider shall participate with the County in negotiation and design adjustments to the extent such are necessary to obtain prices within the approved total project cost. All activity of the Provider with respect to these matters shall constitute Basic Services and shall be performed by the Provider without additional compensation. If negotiation and design adjustments fail to bring costs within the total project cost the County may reject all bids and Provider will redesign or reduce portions of the project in an effort to reduce the bid prices to within the total project cost and rebid the project. One such redesign is included within Basic Services. If this second letting for bids does not produce bids that are within the approved total project cost initially or after negotiations with the contractor the cost is not reduced to an amount within the total project cost, the Provider is not obligated to engage in further redesign.

### **3. Basic Services**

- a. Basic Services.

- i) The Provider shall perform as Basic Services the work and services described herein and as specified in the County’s Request for Proposals or Request for Qualifications (the “RFP”) “RFP Number \_\_\_\_\_ for “\_\_\_\_\_” issued \_\_\_\_\_, 20\_\_\_\_\_, and the Provider’s proposal, which are fully incorporated and integrated herein by reference together with Attachments \_\_\_\_\_ (designate all attachments). In the event a term or condition in any referenced document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the County’s RFP together with attachments, Provider’s Proposal together with attachments.
- ii) The Basic Services will be performed by the Provider in accordance with the following schedule: (Insert milestones task list, dates and fees. If milestones are not established mark N/A under Milestone Task 1.)

<u>Milestone Task</u>	<u>Milestone Date</u>	<u>Milestone Fee</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

- iii) Should County reasonably determine that Provider has not met the Milestone Dates established in Section 3(a)(ii), County shall notify Provider of the failure to meet the Milestone Date. The County, at its discretion may provide the Provider seven (7) days to cure the breach. County may withhold the accompanying payment without penalty until such time as Provider cures the breach. In the alternative, upon Provider’s failure to meet any Milestone Date the County may modify the Milestone Date schedule. Should Provider or its representatives fail to cure the breach within seven (7) days, or fail to reasonably agree to such modified schedule, County may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Provider. This section shall not be interpreted to limit the definition of breach to the failure to meet Milestone Dates.

**4. Duration of Services**

- a. Term. The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_.
- b. Scheduling of Services
  - i) The Provider shall schedule and perform its activities in a timely manner so as to meet the Milestone Dates listed in Section 3.

- ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate its efforts, including providing additional resources and working overtime, as necessary, to perform its services in accordance with the approved project schedule at no additional cost to the County.
- iii) The Commencement Date for the Provider's Basic Services shall be \_\_\_\_\_.

## 5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services satisfactorily (as determined by the County) performed pursuant to this Agreement. The maximum amount payable for Basic Services is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as Project milestones as set out in Section 3(a)(ii) are achieved up to the corresponding milestone fee. *(For example, Provider may invoice for the amount listed as the milestone fee corresponding to the first milestone task upon County's acknowledgement of the satisfactory completion of Task one. Upon the County's acknowledgement that the second Task has been satisfactorily completed Provider may invoice for that corresponding milestone fee.)* Milestone fees shall be the maximum amount payable for its corresponding milestone task which shall not be altered except by written amendment.
- b. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

## 6. Responsibilities of the County

- a. Cooperation and Coordination. The County has designated ( \_\_\_\_\_ ) to act as the County's representative with respect to the Project who shall have the authority to render decisions within guidelines established by the County Manager or the County Board of Commissioners and who shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

## 7. Insurance

- a. General Requirements. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php).) If

County's Risk Manager determines additional insurance coverage is required such additional insurance shall consist of \_\_\_\_\_ (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

## **8. Indemnity**

- a. Indemnity. To the extent authorized by North Carolina law the Provider agrees, without limitation, to defend, indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from property damage or bodily injury including death to any person or persons caused in whole or in part by the negligence or misconduct of the Provider except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

## **9. Amendments to the Agreement**

- a. Changes in Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

## **10. Termination**

- a. Termination for Convenience of the County. This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Provider.
- b. Other Termination. The Provider may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Provider shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause. Either party may terminate this Agreement upon notice to the other party that obligations pursuant to this Agreement are made impractical due to declarations of emergency by Orange County or by North Carolina due to events directly impacting Orange County. Both parties shall remain responsible for all payment and performance due up to the receipt of such notice, but shall have no further obligation or responsibility beyond that date provided the terminating party has taken all reasonable steps to complete the performance of its obligations.
- c. Compensation After Termination.
  - i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Provider. Upon request of the County, the Provider shall submit to County all

relevant documentation, including but not limited to, job cost records, to support its claims for final compensation.

- ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.
- d. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.
- e. Suspension. County may suspend the Basic Services and this Agreement at any time for County's convenience and without penalty to County upon three (3) days' notice to Provider. Upon any suspension by County, Provider shall discontinue the Basic Services and shall not resume the Basic Services until notified to proceed by County.

## 11. Additional Provisions

- a. Limitation and Assignment. The County and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.
- b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.
- c. Compliance with Laws. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php).) Any violation of this requirement is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination. By executing this Agreement Provider affirms that Provider and any subcontractors of Provider are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.
- d. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this

Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of a suit or action.

- e. Entire Agreement. This Agreement, together with the RFP and its attachments and the Proposal and its attachments, represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- f. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- g. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the property of the County and may be used on any other project without additional compensation to the Provider. The use of the documents, items or things by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.
- h. Non-Appropriation and Government Action. Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable or not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability or non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement.

In the event of a change in the County's statutory authority, mandate or mandated functions, by state or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Provider of such limitation or change in County's legal authority.

- i. Signatures. This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.
- j. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County  
Attention:  
P.O. Box 8181  
Hillsborough, NC 27278

Provider's Name & Address

**IN WITNESS WHEREOF**, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

**ORANGE COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

*Printed Name and Title*

## Year-To-Date Budget Summary

*Fiscal Year 2022-23*

Fund Budget Summary	School Capital
Original Budget Revenue	\$28,514,160
Interfund Transfer Revenue	
Fund Balance Appropriation	
<b>Total Original Budget</b>	<b>\$28,514,160</b>
<b>Additional Revenue Received Through Budget Amendment #7 (March 21, 2023)</b>	
Grant Funds	
Non Grant Funds	
Additional Interfund Transfer Revenue	\$984,561
Additional Fund Balance Appropriation	
<b>Total Amended Budget</b>	<b>\$29,498,721</b>
Dollar Change in 2022-23 Approved Budget	\$984,561
% Change in 2022-23 Approved Budget	3.45%

### Authorized Full Time Equivalent Positions

Original Approved Full Time Equivalent Positions (includes Permanent and Time Limited)	0.000
Changes to Full Time Equivalent Positions	
Amended Approved General Fund Full Time Equivalent Positions	0.000
<b>Total Approved Full-Time-Equivalent Positions for Fiscal Year 2022-23</b>	<b>0.000</b>

**ORANGE COUNTY  
BOARD OF COMMISSIONERS  
ACTION AGENDA ITEM ABSTRACT  
Meeting Date: March 21, 2023**

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

**SUBJECT:** Recommendations for Employee Health Insurance and Other Benefits

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**DEPARTMENT:** Human Resources

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**ATTACHMENT(S):**

Attachment 1: Projected Health and Dental  
Insurance Rates for FY  
2023-24

**INFORMATION CONTACT:**

Brenda Bartholomew, Human Resources  
Director, (919) 245-2552

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**PURPOSE:** To approve the Manager's recommendations regarding employee health and dental insurance effective July 1, 2023 through June 30, 2024.

**BACKGROUND:** The County provides employees with a comprehensive benefits plan that includes participation in robust health and dental insurance plans for employees and their families. Each year, the Board of Commissioners is asked to review and approve health and dental insurance rates in advance of the annual budget so that open enrollment can be completed prior to the beginning of the plan year which starts on July 1.

**Health Insurance**

The Board of County Commissioners approved Orange County's participation in the North Carolina Health Insurance Pool in FY 2018-19. From that time until FY 2022-23, neither health nor dental insurance costs increased due to stable claims experience. In FY 2022-23, the health insurance plan experienced an increase in the overall number of claims and higher costs per claim incurred than prior years, which resulted in a drawdown of reserves. As a result, the Board approved an increase of 5% to the health insurance plan for both active employees and pre-65 retirees. That increase was fully paid by the County and not passed on to employees.

Funding for the health plan is based on estimated premium equivalents rates that are necessary to pay for incurred claims, administrative and reinsurance costs, and the expected liability of claims incurred but not reported (IBNR). The plan also carries a reserve balance which ensures the County's ability to pay claims. The reserve policy ranges between 1.5 and 3.0 over IBNR to ensure the ability to pay for future claims based on current claims experience which currently are higher than expected. The County's current reserve ratio is 1.1 through January 2023. In FY 2023-24 and beyond, that reserve amount is recommended to be two (2) times the expected IBNR liability.

Although the plan is projected to have a positive year-end balance of \$833,090, additional funding is necessary to cover projected total plan costs for FY 2023-24 and to continue to build reserve

levels for future sustainability of rates. The actuarial analysis conducted by the North Carolina Health Insurance Pool is recommending an increase of five percent (5%).

The Manager recommends that the County assumes 100% of the recommended 5% increase and that the employee contributions continue at current rates. As such, a 5.5% increase for funding the County contribution is proposed. This represents a total budget increase of \$659,108.

#### **FY 2023-24 Health Insurance Rate Renewal**

<b>Year</b>	<b>Rates</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>	<b>Employee Contribution</b>	<b>Employer Contribution</b>
2022	Current Rates	\$1,098,486	\$13,181,834	\$1,296,475	\$11,885,359
2023	Current Rates with Employer Increase Only (Renewal)	\$1,153,412	\$13,840,942	\$1,296,475	\$12,544,467
	<b>Net Increase</b>	<b>\$54,926</b>	<b>\$659,108</b>	<b>\$0</b>	<b>\$659,108</b>

#### **Dental Insurance**

Delta Dental is the County's current Dental provider, and the County will continue to provide coverage with Delta Dental. The Board of County Commissioners approved an increase of funding totaling \$92,236 (County contribution of \$73,286) for the FY 2021-22 Dental Fund. The total Dental budget is currently \$639,000, and no increase is recommended for FY 2023-24.

#### **Behavioral Health Services**

A new behavioral health benefit is also being recommended for FY 2023-24. Based on clinical assessments, this program provides access to mental wellness resources, guided assessment and recommendations, an immediate gateway to personalized support, and access to a therapist within three days. The services is available 24 hours a day, 7 days a week.

Training, communication and knowledge-building materials are also available and designed to engage all employees in an effort to maintain a supportive work environment that combats the stigma around mental health. The total cost of this program is \$89,000.

**SOCIAL JUSTICE IMPACT:** The following two 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.

**FINANCIAL IMPACT:** The FY 2023-24 Health and Dental Fund budget request is anticipated to increase by \$659,108. The recommendation for implementing UNUM Behavioral Health for all employees is \$89,000.

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

- approve an increase of 5% to the Health Insurance Premium Equivalents for both active and pre-65 retirees and the amount of the increase to be fully paid by the County;
- approve an increase of Health Insurance funding of \$659,108;
- approve the County's continued participation as a member in the North Carolina Health Insurance Pool (NCHIP); and
- approve the County implementing UNUM Behavioral Health as a benefit to all employees at a cost of \$89,000.

## Attachment 1: FY 2023-24 Projected Health and Dental Insurance Rates

**Table 1: Comparison of Health Insurance Funding from FY 2022-23 to FY 2023-24**

Current PPO Plan	Enrollment	Premium Equivalent	2022			2023			
			TOTAL COST	EMPLOYEE	EMPLOYER	Premium Equivalent	TOTAL COST	EMPLOYEE	EMPLOYER
Employee Only	594	\$846.92	\$6,036,846	\$0	\$6,036,846	\$889.27	\$6,338,717	\$0	\$6,338,717
Employee+Spouse	53	\$1,713.30	\$1,089,659	\$260,251	\$829,408	\$1,798.96	\$1,144,139	\$260,251	\$883,887
Employee+Child(ren)	174	\$1,330.60	\$2,778,293	\$480,031	\$2,298,262	\$1,397.13	\$2,917,207	\$480,031	\$2,437,176
Employee+Family	34	\$2,408.40	\$982,627	\$299,815	\$682,812	\$2,528.82	\$1,031,759	\$299,815	\$731,944
			<b>\$10,887,425</b>	<b>\$1,040,097</b>	<b>\$9,847,327</b>		<b>\$11,431,821</b>	<b>\$1,040,097</b>	<b>\$10,391,724</b>
Current HDHP Plan	Enrollment	Premium Equivalent	TOTAL COST	EMPLOYEE	EMPLOYER	Premium Equivalent	TOTAL COST	EMPLOYEE	EMPLOYER
Employee Only	117	\$714.54	\$1,003,214	\$0	\$1,003,214	\$750.26	\$1,053,365	\$0	\$1,053,365
Employee+Spouse	15	\$1,437.96	\$258,833	\$48,924	\$209,909	\$1,509.86	\$271,775	\$48,924	\$222,851
Employee+Child(ren)	30	\$1,118.42	\$402,631	\$54,655	\$347,976	\$1,174.34	\$422,762	\$54,655	\$368,107
Employee+Family	26	\$2,018.37	\$629,731	\$152,799	\$476,933	\$2,119.29	\$661,218	\$152,799	\$508,420
			<b>\$2,294,410</b>	<b>\$256,378</b>	<b>\$2,038,032</b>		<b>\$2,409,121</b>	<b>\$256,378</b>	<b>\$2,152,743</b>
<b>COMBINED PLANS</b>			<b>\$13,181,834</b>	<b>\$1,296,475</b>	<b>\$11,885,359</b>		<b>\$13,840,942</b>	<b>\$1,296,475</b>	<b>\$12,544,467</b>
<b>INCREASE</b>									<b>\$659,108</b>

**Table 2: FY 2023-24 Employee and Employer Health Insurance Rates**

Employee Semi-Monthly Rates (PPO PLAN)		
COVERAGE LEVEL	EMPLOYEE SEMI-MONTHLY PAYROLL DEDUCTION	COUNTY SEMI-MONTHLY CONTRIBUTION
Employee Only	\$0.00	\$444.64
Employee + Child(ren)	\$114.95	\$583.62
Employee + Spouse	\$204.60	\$694.88
Employee + Family	\$367.42	\$896.99
Employee Semi-Monthly Rates (HDHP PLAN)		
COVERAGE LEVEL	EMPLOYEE SEMI-MONTHLY PAYROLL DEDUCTION	COUNTY SEMI-MONTHLY CONTRIBUTION (INCLUDES HSA FUNDING)
Employee Only	\$0.00	\$493.13
Employee + Child(ren)	\$75.91	\$629.26
Employee + Spouse	\$135.90	\$737.03
Employee + Family	\$244.87	\$932.78

**Table 3: FY 2023-24 Employee and Employer Dental Insurance Contributions**

Delta Dental	Premium Tier	Monthly Premium Equivalent	Monthly Orange County Cost Share	Monthly Employee Cost Share	Semi Monthly Employee Cost Share
	Employee_only	\$30.49	\$30.49	\$0.00	\$0.00
Employee_children	\$82.32	\$34.58	\$47.74	\$23.87	
Employee_spouse	\$73.17	\$33.85	\$39.32	\$19.66	
Family	\$106.71	\$36.51	\$70.20	\$35.10	

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** March 21, 2023

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

**SUBJECT:** Child Welfare Updates and Planning

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**DEPARTMENT:** Social Services

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**ATTACHMENT(S):**

**INFORMATION CONTACT:**

Nancy Coston, 919-245-2800  
Crystal Mitchell, 919-245-2800

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**PURPOSE:** To receive an update on child welfare services provided by the Department of Social Services (DSS) including current system challenges and plans for the future.

**BACKGROUND:** North Carolina's child welfare program is county administered and state supervised. Child welfare services, including child protective services, foster care and adoption, are legally mandated to be provided by departments of social services in all North Carolina counties. Counties are responsible for staff and management of the program while the state supervises the counties based on state law and policy. The rules, policies and procedures are predominantly established by federal and state legislation and by the North Carolina Department of Health and Human Services (DHHS). Most of the costs for staff and for services to these children and families are paid through federal and county dollars.

Child welfare services consists of several components: prevention; assessment or investigation of child safety; provision of protective services to families; and, foster care/placement services. Much of the work of the Department of Social Services involves the District Court and only the courts can make decisions regarding child custody.

The last several years have brought many challenges to DSS programs. First, there is a national shortage of social workers, particularly social workers working in child welfare positions. When there are staff shortages, DSS struggles to meet all the needs of children and families as well as all the regulations.

Another challenge is finding appropriate services for families and children. The impacts of the pandemic and the current substance use issues are seen in many of the families served in child welfare services. The lack of health insurance or Medicaid for these parents is yet another barrier for them. Finding therapeutic placements and services has been particularly difficult and counties are often left with few options for the children in their care.

DSS with the support of county management has been working to address the issues outlined above. DSS will present these efforts as well as plans for the future for input and direction.

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

**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.

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

**RECOMMENDATION(S):** The Manager recommends that the Board receive the information from DSS and provide feedback on the Department's plans.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** March 21, 2023

**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: February 16, 2023 Work Session

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

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

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

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

1 DRAFT

2 **MINUTES**  
3 **ORANGE COUNTY**  
4 **BOARD OF COMMISSIONERS**  
5 **WORK SESSION**  
6 **February 16, 2023**  
7 **7:00 p.m.**

8 The Orange County Board of Commissioners met for a Work Session on Thursday, February  
9 16, 2023 at 7:00 p.m. at the Whitted Human Services Center in Hillsborough, NC.

10  
11 **COUNTY COMMISSIONERS PRESENT:** Chair Jamezetta Bedford, Vice-Chair Earl McKee,  
12 and Commissioners Amy Fowler (arrived at 7:11 p.m.), Sally Greene, Jean Hamilton, Phyllis  
13 Portie-Ascott, and Anna Richards

14 **COUNTY COMMISSIONERS ABSENT:**

15 **COUNTY ATTORNEYS PRESENT:** John Roberts

16 **COUNTY STAFF PRESENT:** County Manager Bonnie Hammersley and Clerk to the Board  
17 Laura Jensen. (All other staff members will be identified appropriately below)

18 **COUNTY STAFF ABSENT:**

19  
20 Chair Bedford called the meeting to order at 7:02 p.m. All commissioners were present,  
21 except for Commissioner Fowler.

22  
23 Chair Bedford asked the Board if, after the annual work plan summaries, Commissioner  
24 Richards could provide a brief overview of the NACo Legislative Meeting she recently attended.  
25 The Board indicated agreement with that addition.

26  
27 **Oaths of Office for Board Member**

- 28 • United States Representative Valerie Foushee administered the oath to Commissioner  
29 Phyllis Portie-Ascott

30  
31 The Board welcomed Commissioner Portie-Ascott to the Board.

32  
33 Commissioner Portie-Ascott thanked everyone for their support. She expressed thanks  
34 to her family members, the Orange County Democratic Party, and to Representative Valerie  
35 Foushee for administering the oath of office. She said she would do her best for the residents of  
36 District 2 and the county.

37  
38 *Commissioner Fowler arrived at 7:11 pm.*

39  
40 **1. Boards and Commissions – Annual Work Plan Summaries**

41 The Board provided feedback and direction on the first group of boards and commissions' annual  
42 work plan summaries with their Chairs or representatives in attendance. A second group of boards  
43 and commissions' annual work plan summaries is scheduled for the Board's March 14, 2023 work  
44 session.

45  
46 Dr. Heather Altman presented on behalf of the Advisory Board on Aging. She said she  
47 will soon rotate off the board. She said she represents the face and voice of caregivers. She  
48 said she quit her job to become a caretaker for her parents. She said everything the advisory  
49 board does is to help older adults age well in the community. She said there is a tremendous  
50 amount of community partnerships to help put programs together and to help develop the master  
51 aging plan. She said that the master aging plan is not a document, but a mission and a guidepost.

1 She said besides community partners, volunteers give time on a daily basis. She said Orange  
2 County continues to be a leader when it comes to aging issues. She said that the previous week,  
3 the television show NC Impact focused on dementia-friendly business efforts. She said Orange  
4 County was highlighted in its work. She said Orange County was highlighted in several state-  
5 wide initiatives. She said the county continues to be looked at to share experiences and lessons  
6 learned. She said they continue to focus on the complexities, challenges and opportunities in  
7 being a dementia-capable community. She said they will update the master aging plan to make  
8 sure it meets the current needs of the community. She said they will continue to focus on  
9 affordable accessible housing for older adults. She said the county needs more in-home services  
10 and support for older adults and caregivers. She said there is a shortage of direct care workers.  
11 She asked the Board to encourage people to value their work and appropriately compensate a  
12 critical and essential workforce. She encouraged the Board to visit the senior centers. She issued  
13 an invitation for the Board to come on a weekly radio show she hosts called "Aging Well Together."

14 Commissioner Portie-Ascott asked about the pay for direct care workers. She asked what  
15 is the starting pay and what does it need to be.

16 Dr. Altman said there is a goal to get the pay to \$18 an hour. She said statewide it is  
17 around \$13 an hour, and in our area it is around \$15 an hour. She said Orange County's living  
18 wage is \$16.60 an hour.

19 Janice Tyler, Director of the Department on Aging, said contractors with her department  
20 pay a living wage.

21 Shade Little presented on behalf of the Adult Care Home Community Advisory Committee.  
22 He said they currently have three members. He said they recently began training new members.  
23 He asked the Board to approve new members as their applications come up to keep things moving  
24 along. He also said they need new members if they know anyone who is interested. He said that  
25 the staff of adult care homes do hard work that is important, and the visits that they conduct are  
26 very important.

27 Commissioner Richards said she was concerned about the state of adult care homes.  
28 She asked how the adult care homes were licensed.

29 Bonnie Hammersley said it is a state license but the homes are in Orange County.

30 Commissioner Richards said she is concerned about some of the items in the report and  
31 asked what can be done.

32 Shade Little said the generators could help and that they have been lucky so far.

33 Commissioner Richards asked what the county could do.

34 Bonnie Hammersley said it is all regulated by the state and any deficiencies would be  
35 handled by the state.

36 Commissioner Hamilton asked what the optimal number would be for the committee.

37 Shade Little said they could have up to ten members, but he would be happy with just a  
38 few more.

39 Tara May said there are ten positions on the committee.

40 Commissioner Hamilton said it is important to hear if the numbers are state guidelines or  
41 up to the county. She said that she has visited most of the adult care homes in the area and while  
42 the county cannot regulate a lot of things, having a committee of people to go into the facilities is  
43 crucial.

44 Shade Little said that there have been people interested but it has taken a while.

45 Chair Bedford said that members have to have training for over a year to be eligible to visit  
46 the homes and make reports. She said that during COVID, there was no training or visits and that  
47 has had an impact on current membership.

48 Commissioner Greene said there is some frustration that the Board is not doing their  
49 paperwork on time. She said that they are seeing that no one is qualified at this point and therefore  
50 they can't make the appointments. She said that a refresher on the training and requirements

1 would be helpful. She said that the ombudsmen have no power and that is very frustrating. She  
2 said that it is critical to have the ombudsman

3 Shade Little said that at the end of the visit to an adult care home they provide a report to  
4 management but keep it anonymous if there is a report from a resident.

5 Commissioner Fowler asked if the committee receives feedback from the state on the  
6 response to their concerns.

7 Shade Little said their ombudsman is contacted.

8 Commissioner Fowler asked if trained applicants will be brought to the Board soon for  
9 appointment.

10 Tara May said that she spoke with the ombudsman, and they reported that the state has  
11 not started training back at this time and she is unsure when that might be done.

12 Commissioner Portie-Ascott asked how often the state pays visits to adult care homes

13 Tara May said that she is unsure of that but will gladly contact Autumn Cox and schedule  
14 a time for her to come speak to the Board.

15 Jacquelyn Podger presented on behalf of the Nursing Home Community Advisory  
16 Committee. She said they resumed in-person visits in July 2022 to nursing homes in the  
17 community. She said they are excited to be able to go and do the work they have been charged  
18 to do. She said they have had challenges with recruiting. She said that it is a time commitment  
19 and there are also health risks. She said that some of things they hear are not always pleasant  
20 and that makes it difficult work. She said they have six members, and their allotment is ten. She  
21 said that prospective members must receive training, but that the state has not resumed training.  
22 She said they are recruiting heavily.

23 Commissioner Richards asked if the Nursing Home Community Advisory Committee is  
24 incorporated in the master aging plan.

25 Jacquelyn Podger said there is a mandate from the last Master Aging Plan. She said they  
26 are going over the Master Aging Plan and seeing where they might provide support.

27 Commissioner Richards said that it seems like these two groups should be included.

28 Dr. Heather Altman said both of the committees come to the monthly meeting of the Aging  
29 Advisory Board and that they are certainly linked.

30 Commissioner Richards asked if they are in the plan.

31 Janice Tyler said they were under community health and support and provided input into  
32 the plan.

33 Commissioner Richards clarified that they had input into the plan.

34 Commissioner Fowler said she really appreciates what the two committees are doing to  
35 protect vulnerable people.

36 Jacquelyn Podger said they believe in the residents' rights.

37 Commissioner Hamilton asked if ten members is enough to do the work.

38 Jacquelyn Podger said yes, if all of the positions were filled.

39 Keith Bagby presented on behalf of the Board of Health. He described a successful  
40 collaboration of Family Success Alliance and Gateway Collaboration, with DSS, Department of  
41 Housing, Human Rights and Relations, Hillsborough Police Department and Orange County  
42 Schools, formed to address the needs of residents in the Gateway Community Apartments. He  
43 said that is HUD property and most residents are African-American single mothers. He said that  
44 the residents experience poor living conditions, domestic violence, substance abuse, reoccurring  
45 child protective involvement and transportation issues. He said that no one should have to live  
46 like that. He said that residents had trust issues with law enforcement, county government, and  
47 the landlord. He said the coalition came together to gather information from residents. He said  
48 several community events were hosted. He said there was an agreement reached between  
49 property management and the coalition. He said that tutoring has been implemented, DSS and  
50 the Health Department received approval from the County Manager to lease an apartment there  
51 and work on site, Orange Literacy will begin offering tutoring and GED classes, local law

1 enforcement uses the site and helps by being part of community events. He said that the  
2 collaboration is working.

3 Commissioner Richards asked how many families were impacted.

4 Quintana Stewart said that sixty-four residential units were impacted.

5 Keith Bagby said that every four years Orange County is required to complete a  
6 community health assessment. He said that the Board of Health is working on the process for  
7 2023. He said the goal is to assist with health issues for Orange County residents. He said that  
8 there will be several ways for people to respond to the survey.

9 Commissioner Fowler asked what they do with the data from the community health  
10 assessment and was there follow-up for 2019.

11 Quintana Stewart said some was implemented but COVID interrupted that. She said that  
12 some will probably be mentioned again in the next cycle.

13 Keith Bagby said they want to make sure they are getting feedback from Orange County  
14 residents.

15 Pat Garavaglia presented on behalf of the Board of Social Services. She said that  
16 progress has been made with staffing issues but work continues. She said that staff is paying  
17 more than 2,700 utility bills for Orange County residents. She said that DSS continues to have  
18 difficulty recruiting staff and there are currently 25 vacant positions. She said that options are  
19 needed to reduce the burden on staff. She said that all of the efforts are designed to decrease  
20 the time that children are in out of home placements. She said there are also a few situations with  
21 vulnerable adults. She said that the end of the public health emergency in May will add additional  
22 burdens. She said that Medicaid expansion may be approved in North Carolina and this would  
23 benefit Orange County but also add to the need of staff.

24 Vice-Chair McKee said he expects Medicaid expansion to pass this year. He asked how  
25 many more staff members will be needed if that happens.

26 Lindsey Shewmaker, DSS Human Services Manager, said they have had conversations  
27 with the County Manager and those numbers will be included in the budget.

28 Bonnie Hammersley said she had heard earlier that day that the cost to counties for those  
29 positions will be completely funded by the state with no county match required for those positions.  
30 She said regardless of how many are needed, they can't find people to hire.

31 Vice-Chair McKee asked if it is related to qualifications or a lack of applicants.

32 Bonnie Hammersley said there aren't enough people for the number of jobs.

33 Commissioner Portie-Ascott asked where children go if there aren't enough foster parents  
34 available.

35 Lindsey Shewmaker said that they are working on long-term placements rather than short-  
36 term placements.

37 Commissioner Portie-Ascott asked if the decrease in foster families was new.

38 Lindsey Shewmaker said that it is a state-wide problem and they are looking at state-wide  
39 solutions.

40 Commissioner Portie-Ascott asked if the reimbursement rate was difficult to get people  
41 interested in being foster parents.

42 Lindsey Shewmaker said it is a large responsibility. She said that the mental health system  
43 is part of the issue, and it is a combination of several things that have increased the number of  
44 children needing foster care.

45 Commissioner Hamilton asked how many of the 19,000 are people on Medicaid and how  
46 many are families.

47 Lindsey Shewmaker said most long-term Medicaid cases are families. She said there is a  
48 dashboard that shows the number of people in Orange County and the type of benefit they are  
49 receiving.

50 Commissioner Hamilton asked about the role of compensation in the shortage of social  
51 workers.

1 Lindsey Shewmaker said that compensation plays a role, but it is also important to find  
2 the right people to fill the roles. She said that Orange County also competes with Durham and  
3 Wake counties to hire people.

4 Commissioner Richards asked how many children are in DSS custody.

5 Lindsey Shewmaker said 86 right now but she does not have the exact number. She said  
6 that is a 20 child increase over the last two years.

7 Commissioner Richards asked how many are not in a long term or consistent placement.

8 Lindsey Shewmaker said she can bring that data back but she does not have that with  
9 her.

10 Commissioner Fowler said that Alliance Health Plan is committed to addressing the gap  
11 in placements for children in DSS custody.

12 Lindsey Shewmaker said they are doing a lot of work to try to keep families intact.

13 Commissioner Portie-Ascott asked if a situation has occurred where a child needs to be  
14 taken out of a home but has not been because there is no place for them to go.

15 Lindsey Shewmaker said that safety is the number one priority, and a child would not be  
16 left in an unsafe situation. She said they would utilize hotel rooms or a rental property if  
17 necessary, staffed by social workers.

18 Gina Reyman presented on behalf of the Orange County Parks and Recreation Council.  
19 She said that parks and recreation is part of the quality of life in the county, and she expressed  
20 appreciation for the Board's support. She said that the council has been reviewing the Parks and  
21 Recreation master plan. She said they will get a progress report to the Board in June. She said  
22 that 2023 is the Year of the Trail and the council is supporting activities and events in relation to  
23 that. She expressed appreciation to DEAPR staff for their support of the council. She said that  
24 pickleball is an emerging need due to community interest and they would benefit from more places  
25 to play. She said connections with the school systems and Sportsplex would help increase  
26 opportunities.

27 Vice-Chair McKee asked if the Sportsplex pool is open to the public.

28 Gina Reyman said it is with a membership and Orange County Schools can have a lower  
29 membership fee.

30 Commissioner Greene asked if the Town of Hillsborough is on the radar as a partner for  
31 any of the recreation needs.

32 Gina Reyman said yes and all of the towns are eligible partners.

33 Paul Noe presented on behalf of the Historic Preservation Commission. He read the  
34 charge of the commission. He described the current projects the commission is undertaking. He  
35 said they are working on the Ridge Road School and the Strayhorn house and these homes have  
36 increased the diversity of the historic properties. He said that the Cedar Grove School and the  
37 Schley Grange Hall have successfully been added to the historic list. He said they are on track to  
38 publish a book on Orange County historical properties in 2023. He said that UNC Press has  
39 agreed to market and distribute the book. He said going forward, a countywide historic marker  
40 program will be focused on. He said that it will be interactive content. He said they have recently  
41 found out about two abandoned cemeteries of formerly enslaved people. He said they plan to  
42 develop a small grant program to help protect properties like this.

43 Commissioner Richards said she likes the idea of the electronic marker program.

44 Paul Noe said there is a software program that may be a good fit for the electronic maker  
45 program.

46 Commissioner Greene said she was glad to see the electronic marker would also include  
47 some physical markers as well. She said she is glad to see it will be a hybrid marker system. She  
48 said that she agrees with the emphasis on marking sites of importance to the Black communities  
49 and applauds them for being at the forefront of this kind of work.

50 Dr. Jane Saiers presented on behalf of the Agricultural Preservation Board. She said  
51 farmland is essential for local food security. She said there is a need for a strong local food system

1 and that is farmland. She said that farmland is being lost rapidly. She said that Orange County  
2 has worked to mitigate the losses. She said North Carolina ranks 2<sup>nd</sup> in farmland lost to non-  
3 agricultural uses. She said the acceleration of the loss of farmland shows there is a need to do  
4 more.

5 Commissioner Portie-Ascott asked how many farms may be in danger.

6 Dr. Saiers said that there are 700 farms in the county. She said there has been a dramatic  
7 decrease since 2017. She said that trend is state and nation-wide.

8 Commissioner Greene thanked Dr. Saiers for her work on the Agricultural Preservation  
9 Board and the Food Council.

10 Vice-Chair McKee said that a recent sale of undeveloped tract of farmland sold for  
11 \$280,000 for ten acres, that makes every farm in Orange County a potential for development.

12 Dr. Saiers said she does not know any farmers that are in it to make a ton of money. She  
13 said that the first task is figuring out how to make farming profitable enough to make a living. She  
14 said that hopefully, this, along with the love of the land will keep them there.

15 Vice-Chair McKee said he rented and farmed a tract of land for 19 years. He said when  
16 the primary owner passed away, the family sold it. He said he made more money in two years  
17 developing the land than in the 19 years that he farmed it.

18 Commissioner Fowler asked if the WASMBPA requirements have had an impact on  
19 farmland loss.

20 Dr. Saiers said that farmland is often converted to large-lot developments. She said that  
21 rural buffers do not prevent that.

22 Veronica Penn-Beattie presented on behalf of the Commission for the Environment. She  
23 reviewed the work of the Commission over the last year and what they have for 2023. She said  
24 the Right of Way Task Force is back in action. She said they plan to start the planning of the 2024  
25 state of the environment report. She said they are very involved in the Climate Action Plan. She  
26 said they plan to bring forward a tree canopy policy and focus on water quality issues. She said  
27 they want to make sure that Orange County Schools and Chapel Hill Carrboro City Schools  
28 receive environmental grants, and that they have ideas to help the schools. She said they want  
29 to make sure more people are aware of the Climate Action Grants. She said that they are focusing  
30 on recruitment for diversity and inclusion.

31 Commissioner Richards said that the schools have an opportunity to submit projects and  
32 if a school does or does not submit, that has nothing to do with the Commissioners.

33 Veronica Penn-Beattie said she agrees but thinks there is something the commission can  
34 do to make it easier for the schools to submit and the commission has a recommendation on how  
35 to amend the application that might increase the number of applicants.

36 Commissioner Richards said that would need to go to the schools because if it comes  
37 back to the Board, there is nothing they can do to make the schools submit.

38 Vice-Chair McKee said it is the responsibility of the schools to develop their program and  
39 their request for a grant. He said it is not the role of another organization to help them.

40 Veronica Penn-Beattie said that is correct and that one of the school systems has a  
41 sustainability manager and one does not. She said the same one has not been able to submit an  
42 application.

43 Vice-Chair McKee said that is a responsibility of the school.

44 Commissioner Hamilton asked what their ideas are for recruitment of diversity.

45 Veronica Penn-Beattie said that the Commission for the Environment has not done much  
46 to have a public facing commission. She said they are working to collaborate with other agencies  
47 and events to get their name out more.

48 Commissioner Fowler said she was looking forward to achieving the county's Climate  
49 Action Plan.

50 Commissioner Richards asked about the Greene Tract.

1 David Stancil, Director of Environment, Agriculture, Parks, and Recreation, said that public  
2 access to the Greene Tract trails is being discussed. He said that there are areas that need to be  
3 fixed and realigned on the county owned portion of the Headwaters Preserve. He said that as the  
4 rest of the conversation for the Greene Tract plays out, there may be additional conversations to  
5 be had.

6 Commissioner Richards asked if they are referring only to the county-owned portion of the  
7 Greene Tract.

8 David Stancil said yes and that if there is a jointly held area of open space, then it would  
9 make sense to look at those two things together but that would be a future conversation.

10 Vice-Chair McKee asked for clarification on the reassessment of access to Headwaters  
11 Preserve.

12 David Stancil said they currently have access that takes place on a regular basis. He said  
13 that years ago, the county was looking at creating an interim access area to create a way to get  
14 to the Headwaters Preserve. He said that the biggest part of that is realigning the trails that have  
15 been built over the years and moving them off eco-sensitive areas.

16 Vice-Chair McKee clarified that he is not hearing the limiting of public access.

17 David Stancil said that is correct and that they would actually be formalizing public access.

18 Commissioner Greene said that it sounds like volunteer trails have been created on county  
19 owned land but not to any plan.

20 David Stancil said that is correct and they hope to fix that.

21 Commissioner Greene said that sounds like a problem. She asked if they were already on  
22 the task of fixing those trails.

23 David Stancil said the Headwaters Preserve is already on track to be addressed and  
24 reconfigured. He said that the attorney helped them develop interim access.

25 Chair Bedford said she is very interested in the tree canopy policy recommendations. She  
26 suggested that the mountain bike trails be reviewed to make sure they are not degrading habitat.

27 Veronica Penn-Beattie said they received two additional applications but have not had a  
28 chance to review those yet.

29 Dr. Nathalie Volkheimer presented on behalf of the Human Relations Commission. She  
30 said their role is diversity and inclusion. She said they try to reduce discrimination and increase  
31 equity. She said they have to be aware and outspoken when they see inequity. She said they  
32 have a full board, but most members are very new. She said they look for recognition in individuals  
33 and groups that support the mission of the Human Relations Commissions. She said they also  
34 have community conversations and support other community events. She said that their board is  
35 very diverse however, those on the board can't be useful to the community without having  
36 knowledge. She said they have undergone training to assist the members to understand diversity  
37 and inclusion widely.

38 Commissioner Fowler said that October is Disability Awareness Month if they want to  
39 include that. She asked if they are addressing sexual orientation or identity on the Facebook page.

40 Nathalie Volkheimer said she did this on her own last year and knows many historic days  
41 and months. She said if there is not a day that goes by that they have not done. She said that she  
42 loves what she does.

43 Commissioner Hamilton asked if there could be a presence on the county's website for  
44 the Human Relations Commission.

45 Nathalie Volkheimer said she found out about the commission by Orange County's Twitter  
46 page. She said that everything they promote is available for the county to promote. She said they  
47 have been in touch with the county's media staff and they know they would love the resharing.  
48  
49

1 **Update on NACo Legislative Meeting – this item was added at the beginning of the work**  
 2 **session**  
 3

4 Commissioner Richards gave the Board an overview of the sessions and events she  
 5 attended the previous weekend at the NACo Legislative Meeting. She showed the Board a list of  
 6 the various topics. She said there was a summit on mental health solutions and they discussed  
 7 the new NACo Commission on Mental Health and Well-Being. She said she got a lot of  
 8 information from the conference that she would share with the management team. She said that  
 9 NACo is implementing mental health first aid training. She said it's like CPR for mental health  
 10 and teaches how to recognize when someone on your team is in a mental health crisis. She said  
 11 that they really do research and policy and work with the federal government to get change made.  
 12 She said she presented how the county spent ARPA funds and that it might be included in what  
 13 they share with Capitol Hill.  
 14

15 **2. Advisory Board on Aging – Appointment Discussion**

16 The Board made an appointment to the Advisory Board on Aging.  
 17

18 **BACKGROUND:** The Advisory Board on Aging suggests policy and makes recommendations to  
 19 the Board of Commissioners and the Department on Aging while acting as the liaison between  
 20 older adults of the County and County government. It is charged with promoting needed services,  
 21 programs, and funding that impacts older residents.  
 22

23 The Board of County Commissioners appoints all twelve (12) members.  
 24

25 The following applicant is recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Ann Bradford	Carrboro Town Limits	Partial Term	06/30/2024

26 If the individual listed above is appointed, the following vacancy remains:  
 27

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
At-Large	06/30/2023	<b>Vacant since 11/17/2022</b>

28 Tara May, Deputy Clerk to the Board, introduced the item.

29 The Board agreed by consensus on the recommended applicant.

30 Commissioner Greene asked for clarification if the Advisory Board on Aging would have  
 31 made a recommendation for the vacancy, except they had not yet had a chance to meet.

32 Janice Tyler said that the board met earlier in the week and will be sending  
 33 recommendations to a future meeting.  
 34

35 The Board agreed to wait to hear from the Advisory Board on Aging before filling the  
 36 vacancy.  
 37

38 **3. Affordable Housing Advisory Board – Appointments Discussion**

39 The Board made appointments to the Affordable Housing Advisory Board.  
 40

41 **BACKGROUND:** The Affordable Housing Advisory Board prioritizes affordable housing needs  
 42 and assesses project proposals. The board also publicizes the County's housing objectives,  
 43 monitors the progress of local housing programs, explores new funding opportunities, and works

1 to increase the community's awareness of, understanding of, commitment to, and involvement in  
 2 producing attractive affordable housing. As a general practice, this board has decided not to make  
 3 recommendations for vacancies going forward.

4  
 5 The Board of County Commissioners appoints all fifteen (15) At-Large members.

6  
 7 The following positions and individuals are presented for Board consideration:

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
BOCC Appointment	At-Large	First Full Term	06/30/2025
BOCC Appointment	At-Large	Partial Term	06/30/2024
BOCC Appointment	At-Large	Partial Term	06/30/2023
BOCC Appointment	At-Large	Partial Term	06/30/2024
BOCC Appointment	At-Large	First Full Term	06/30/2025
BOCC Appointment	At-Large	Partial Term	06/30/2024

8  
 9 If the positions listed above are filled, no vacancies remain.

10 Tara May, Deputy Clerk to the Board, introduced the item.

11 Commissioner Greene clarified that the Board does not have to fill all six positions at this  
 12 time.

13 Commissioner Portie-Ascott asked why the Affordable Housing Advisory Board does not  
 14 make recommendations.

15 Tara May said that the Affordable Housing Advisory Board used to make  
 16 recommendations, but they weren't always the same members appointed by the Board of  
 17 Commissioners. She said that the Affordable Housing Advisory Board decided that since the  
 18 decision was ultimately up to the Board of Commissioners, they would no longer provide  
 19 recommendations.

20 The Board agreed by consensus on the following applicants for future appointment to the  
 21 board:

22 Sarah Adams  
 23 Patrick McGarry  
 24 Mary Towell  
 25 Matthew Arlyn  
 26 Lynn Nilssen  
 27 David Parrish

28  
 29  
 30 **4. Animal Services Advisory Board – Appointments Discussion**

31 The Board made appointments to the Animal Services Advisory Board.

32  
 33 **BACKGROUND:** The charge of the Animal Services Advisory Board is to advise the Board of  
 34 County Commissioners on matters of concern regarding animal issues and animal services in

1 Orange County, and to work with the Animal Services Director on various policy concerns and  
 2 issues regarding County animal services.

3  
 4 The Board of County Commissioners appoints all thirteen (13) members with representation from  
 5 various related fields and municipalities.

6  
 7 The following individuals are recommended for Board consideration:

<b>NAME</b>	<b>POSITION DESCRIPTION</b>	<b>TYPE OF APPOINTMENT TERM</b>	<b>EXPIRATION DATE</b>
Cathy Munnier	Animal Welfare/Advocacy	Partial Term	06/30/2023
Allan Polak	Certified Animal Handler/ Trainer/Technician	First Full Term (re-appointment)	06/30/2025
Dr. Sunita Driehuys	Veterinarian	Second Full Term	06/30/2025

8  
 9 If the individuals listed above are appointed, the following vacancies remain:

<b>POSITION DESIGNATION</b>	<b>EXPIRATION DATE</b>	<b>VACANCY INFORMATION</b>
Town of Carrboro	06/30/2024	<b>Vacant since 06/30/2021</b>
Town of Hillsborough	06/30/2024	<b>Vacant since 10/18/2022</b>
Non-municipality	06/30/2024	<b>Vacant since 11/30/2022</b>
At-Large	06/30/2025	<b>Vacant since 09/21/2022</b>

10  
 11  
 12 Tara May, Deputy Clerk to the Board, introduced the item. She said that the Animal  
 13 Services Advisory Board made a late recommendation for Deborah Hill for the Town of Carrboro  
 14 vacancy.

15 The Board agreed by consensus on the recommended applicants. They also agreed on  
 16 Deborah Hill for the Town of Carrboro vacancy as recommended by the Animal Services Advisory  
 17 Board.

18  
 19 **5. Chapel Hill Orange County Visitors Bureau Advisory Board – Appointments Discussion**  
 20 The Board made appointments to the Chapel Hill Orange County Visitors Bureau Advisory Board.

21  
 22 **BACKGROUND:** The Chapel Hill Orange County Visitors Bureau Advisory Board is charged with  
 23 developing and coordinating visitor services in Orange County. It also implements marketing  
 24 programs that will enhance the economic activity and quality of life in the community.

25  
 26 The Board of County Commissioners appoints all 17 members, with representation from specific  
 27 entities and fields.

28  
 29 The following individuals are presented for Board consideration:  
 30

1

<b>NAME</b>	<b>POSITION DESCRIPTION</b>	<b>TYPE OF APPOINTMENT TERM</b>	<b>EXPIRATION DATE</b>
Commissioner Mark Bell	Town of Hillsborough Board of Commissioners	Third Full Term	12/31/2025
Mayor Damon Seils	Carrboro Town Council	First Full Term (re-appointment)	12/31/2025
Beverly Payne	Alliance for Historic Hillsborough	Second Full Term	12/31/2025
Anita "Spring" Council	Economic Development Staff-Town of Chapel Hill	Second Full Term	12/31/2025

2

3 If the individuals listed above are appointed, the following vacancy remains:

<b>POSITION DESIGNATION</b>	<b>EXPIRATION DATE</b>	<b>VACANCY INFORMATION</b>
Orange County Arts Commission	12/31/2023	<b>Vacant since 02/28/2022</b>

4

5 Tara May, Deputy Clerk to the Board, introduced the item.  
 6 The Board agreed by consensus on the recommended applicants.

7

8 **6. Commission for the Environment – Appointments Discussion**

9 The Board made appointments to the Commission for the Environment.

10

11 **BACKGROUND:** The Commission for the Environment advises the Board of Commissioners on  
 12 matters affecting the environment with particular emphasis on protection. It educates public and  
 13 local officials on environmental issues and performs special studies and projects. It also  
 14 recommends environmental initiatives and study changes in environmental science and local and  
 15 federal regulations.

16

17 The Board of County Commissioners appoints all 15 members, including 10 At-Large members  
 18 and 5 members with expertise in specific fields.

19

20 The following individuals are recommended for Board consideration:

<b>NAME</b>	<b>POSITION DESCRIPTION</b>	<b>TYPE OF APPOINTMENT TERM</b>	<b>EXPIRATION DATE</b>
Dr. Elizabeth Christenson	Water Resources	Partial Term	12/31/2024
Andrea Zimmerman	Biological Sciences	First Full Term	12/31/2025

21

22 If the individuals listed above are appointed, the following vacancy remains:

<b>POSITION DESIGNATION</b>	<b>EXPIRATION DATE</b>	<b>VACANCY INFORMATION</b>
At-Large	12/31/2025	<b>Vacant since 12/31/2022</b>

23

1 Tara May, Deputy Clerk to the Board, introduced the item.

2 The Board agreed by consensus on the recommended applicants.

3 The Board agreed to hold the vacant position open to give the Commission for the  
4 Environment a chance to make a recommendation.

5 Commissioner Portie-Ascott asked about the follow-up for people who applied to be on an  
6 advisory board but were not ultimately appointed.

7 Tara May said that she lets them know that their applications will stay on file for two years.  
8 She said she reaches out to those applicants when vacancies come up to gauge if they are still  
9 interested and eligible.

10 Vice-Chair McKee said he applied to the Planning Board for years before he was  
11 appointed.

12 Commissioner Richards asked if Tara May had noticed an increase in applications since  
13 she began advertising vacancies to a wider variety of mailing lists.

14 Tara May said she has seen more interest since she reached out to the realtors and bar  
15 association mailing lists.

16 Commissioner Richards said she has seen it in a few different places.

17 Tara May said she thought the extra effort of mailing the vacancies to organizations that  
18 also have newsletters has been helpful.

19 Chair Bedford said Jeff Scott applied for Affordable Housing, but she wondered if the  
20 Board should ask him to also apply for the Board of Adjustment given his interest.

21 Commissioner Greene encouraged the Board to continue promoting advisory boards and  
22 commissions vacancies as well.

23 Tara May explained a spreadsheet that was included at each commissioners' place that  
24 will be considered at the February 21, 2023 business meeting. She said the spreadsheet showed  
25 positions that commissioners sit on for various county and regional boards and commissions.  
26

### 27 **Adjournment**

28 A motion was made by Vice-Chair McKee and seconded by Commissioner Hamilton to  
29 adjourn the meeting at 9:35 p.m.  
30

### 31 **VOTE: UNANIMOUS**

32

33

34

35

36

37 Recorded by Laura Jensen, Clerk to the Board

38

39 Submitted for approval by Laura Jensen, Clerk to the Board.  
40

Jamezetta Bedford, Chair

ORD-2023-015

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** March 21, 2023

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

**SUBJECT:** Fiscal Year 2022-23 Budget Amendment #7

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**DEPARTMENT:** County Manager's Office

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**ATTACHMENT(S):**

Attachment 1. Year-to-Date Budget  
Summary

**INFORMATION CONTACT:**

Kirk Vaughn, (919) 245-2153

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**PURPOSE:** To approve budget, grant, and capital project ordinance amendments for fiscal year 2022-23.

**BACKGROUND:**

**Library Services**

1. Orange County Library Services has received additional State Aid funds of \$14,150 from The State Library of North Carolina. This brings the total budgeted funds to \$114,150 in FY 2022-23. The department has also received a \$1,000 donation from the Triangle Community Foundation. These additional funds will be used to support inclusive programming, outreach efforts, equipment and support for book processing. This budget amendment provides for the receipt of these additional funds for the above stated purpose.

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

- **GOAL: CREATE A SAFE COMMUNITY**  
The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.
- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**  
The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

**Health Department**

2. **ARPA Workforce Development:** The Orange County Health Department has received a grant for \$40,000 in American Rescue Plan Act (ARPA) Workforce Development Funds from the Guilford County Health Department to assist in the training and professional

development of Orange County Health Department staff in order to improve the structure of the health department. The grant period expires May 30, 2023.

3. **Delta Dental Grant:** The Orange County Health Department Dental Clinic has received \$2,500 in grant funding to support the oral health of children in Orange County. Funding will be used for eco-friendly supplies and tools to assist children in their oral care. The grant period is March 1, 2023 to February 28, 2024. This budget amendment provides for the receipt of these funds in the Multi-Year Grant Fund, outside of the General Fund.

***Delta Dental (\$2,500) - Project # 71095***

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Grant Revenue	\$0	\$2,500	\$2,500
<b>Total Project Funding</b>	<b>\$0</b>	<b>\$2,500</b>	<b>\$2,500</b>

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Grant Expenditures	\$0	\$2,500	\$2,500
<b>Total Costs</b>	<b>\$0</b>	<b>\$2,500</b>	<b>\$2,500</b>

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

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

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

### Planning and Inspections

4. **Communications Towers Trust Fund** –The Communications Tower Trust Fund accounts for application fees paid to the County by telecommunication companies, with these fees being used to pay costs associated with determining tower location and construction. This budget amendment appropriates \$7,500 in fund balance of application fees expended to pay consultant costs for reviewing telecommunication applications totaling \$22,500. With this appropriation, approximately \$1,920 remains in the Communications Towers Trust Fund unassigned fund balance. The consultant fee is paid only after the project is closed out, in compliance with the County Unified Development Ordinance. This budget amendment provides for the receipt of these funds in the Communications Towers Trust Fund, outside of the General Fund.

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

## Department of Social Services

5. The Department of Social Services has received additional appropriations with American Rescue Plan Act (ARPA) funding and Consolidated Appropriations Act (CAA) funding by the State to be used for the Low-Income Household Water Assistance Program (LIHWAP). The program runs from June 2022 to May 2023, and the County received \$132,727 for direct payments and administrative support for this program.
6. The Department of Social Services has received \$4,126 in Monthly Caseworker Visits funding by the State to be used for Work First Program Payment. The program runs from June 2022 to May 2023, and the County will receive \$4,126 for administrative support for this program.

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

- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**  
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.
- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**  
The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

## Orange County Schools

7. The Orange County Schools Board of Education has approved transfers of capital funding between projects. A total of \$538,115 will move from Safety and Security to Roofs and Canopies to fund canopy projects at Hillsborough Elementary and Efland Cheeks Global Elementary. A total of \$1,078,476 will move from the Cedar Ridge Classroom & Planning project to the 2016 Bond Classroom Building Improvements project to support campus wide bathroom renovations and provide additional restroom facilities at Orange High School. This reallocates funds within the School Capital Fund, outside the General Fund, and amends the following capital ordinances:

### **School Safety/Security Projects (-\$538,145) - Project #51034**

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Alternative Financing	\$656,733	\$0	\$656,733
2/3rds Net Debt Bonds	\$428,073	\$0	\$428,073
From General Fund	\$990,796	(\$538,145)	\$452,651
<b>Total Project Funding</b>	<b>\$2,075,602</b>	<b>(\$538,145)</b>	<b>\$1,537,457</b>

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
School Capital Expenditures	\$2,075,602	(\$538,145)	\$1,537,457
<b>Total Costs</b>	<b>\$2,075,602</b>	<b>(\$538,145)</b>	<b>\$1,537,457</b>

***Roof & Canopies Projects (\$538,145) - Project #51026***

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Alternative Financing	\$269,691	\$0	\$269,691
2/3rds Net Debt Bonds	\$30,000	\$0	\$30,000
From General Fund	\$275,657	\$538,145	\$813,802
<b>Total Project Funding</b>	<b>\$575,348</b>	<b>\$538,145</b>	<b>\$1,113,493</b>

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
School Capital Expenditures	\$575,348	\$538,145	\$1,113,493
<b>Total Costs</b>	<b>\$575,348</b>	<b>\$538,145</b>	<b>\$1,113,493</b>

***Cedar Ridge Classroom & Planning (-\$1,078,476) - Project #51041***

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
2016 Bonds	\$14,500,000	(\$1,078,476)	\$13,421,524
<b>Total Project Funding</b>	<b>\$14,500,000</b>	<b>(\$1,078,476)</b>	<b>\$13,421,524</b>

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
School Capital Expenditures	\$14,500,000	(\$1,078,476)	\$13,421,524
<b>Total Costs</b>	<b>\$14,500,000</b>	<b>(\$1,078,476)</b>	<b>\$13,421,524</b>

***Classroom Building 2016 Bonds (\$1,078,476) - Project #51042***

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
2016 Bonds	\$1,284,250	\$1,078,476	\$2,362,726
<b>Total Project Funding</b>	<b>\$1,284,250</b>	<b>\$1,078,476</b>	<b>\$2,362,726</b>

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
School Capital Expenditures	\$1,284,250	\$1,078,476	\$2,362,726
<b>Total Costs</b>	<b>\$1,284,250</b>	<b>\$1,078,476</b>	<b>\$2,362,726</b>

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

## Fleet Services

8. The Fleet Services division has identified seven (7) leased vehicles whose leases are coming to an end. Due to high departmental use, the County will purchase the vehicles at the end of the leases. These seven (7) vehicles will cost \$136,000 to purchase and will be funded using the existing County capital reserve funds. This reallocates funds within the County Capital Fund outside the General Fund and amends the following capital ordinances:

### ***Vehicle and Equipment Replacement (\$136,000) - Project # 30010***

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Insurance Reimbursement	\$166,098	\$0	\$166,098
Alternative Financing	\$6,666,438	\$0	\$6,666,438
Transit Tax Proceeds	\$223,400	\$0	\$223,400
Grant Funding	\$2,666,549	\$0	\$2,666,549
Partner Funding	\$9,000	\$0	\$9,000
From Capital Reserve	\$0	\$136,000	\$136,000
<b>Total Project Funding</b>	<b>\$9,731,485</b>	<b>\$136,000</b>	<b>\$9,867,485</b>

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Project Expenditures	\$9,731,485	\$136,000	\$9,867,485
<b>Total Costs</b>	<b>\$9,731,485</b>	<b>\$136,000</b>	<b>\$9,867,485</b>

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

**ENVIRONMENTAL IMPACT:** There are no Orange County Environmental Responsibility Goal impacts associated with these items other than as noted otherwise above.

**FINANCIAL IMPACT:** Financial impacts are included in the background information above. This budget amendment provides for the receipt of these additional funds in FY 2022-23 and increases the General Fund by \$192,003, the Multi-year Grant Fund by \$2,500, the County Capital Fund by \$136,000, the Communication Towers Fund by 7,500.

**RECOMMENDATION(S):** The Manager recommends the Board approve the budget, grant, and capital project ordinance amendments for Fiscal Year 2022-23.

## Year-To-Date Budget Summary

*Fiscal Year 2022-23*

Fund Budget Summary	General Fund	Grants Fund	County Capital	Communications Towers Trust Fund
Original Budget Revenue	\$255,500,691	\$474,802	\$10,612,009	\$15,000
Interfund Transfer Revenue	\$76,740	\$87,786		
Fund Balance Appropriation	\$2,608,888			
<b>Total Original Budget</b>	<b>\$258,186,319</b>	<b>\$562,588</b>	<b>\$10,612,009</b>	<b>\$15,000</b>
<b>Additional Revenue Received Through Budget Amendment #7 (March 21, 2023)</b>				
Grant Funds	\$2,223,546	\$2,260,900	\$336,177	
Non Grant Funds	\$306,600		\$302,082	
Additional Interfund Transfer Revenue		\$50,000	\$783,079	
Additional Fund Balance Appropriation	\$12,126,566			\$7,500
<b>Total Amended Budget</b>	<b>\$272,843,031</b>	<b>\$2,873,488</b>	<b>\$12,033,347</b>	<b>\$22,500</b>
Dollar Change in 2022-23 Approved Budget	\$14,656,712	\$2,310,900	\$1,421,338	\$7,500
% Change in 2022-23 Approved Budget	5.74%	486.71%	13.39%	50.00%

### Authorized Full Time Equivalent Positions

Original Approved Full Time Equivalent Positions (includes Permanent and Time Limited)	983.505	5.000	0.000	
Changes to Full Time Equivalent Positions	6.700	2.000		
Amended Approved General Fund Full Time Equivalent Positions	990.205	5.000	0.000	0.000
<b>Total Approved Full-Time-Equivalent Positions for Fiscal Year 2022-23</b>	<b>990.205</b>	<b>7.000</b>	<b>0.000</b>	<b>0.000</b>

**ORANGE COUNTY  
BOARD OF COMMISSIONERS  
ACTION AGENDA ITEM ABSTRACT**  
**Meeting Date:** March 21, 2023

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

**SUBJECT:** Schools Adequate Public Facilities Ordinance (SAPFO) – Receipt and Transmittal of 2023 Annual Technical Advisory Committee Report

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**DEPARTMENT:** Planning and Inspections

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**ATTACHMENT(S):**

1. SAPFO Partners Transmittal Letter
2. Draft 2023 SAPFOTAC Annual Report and Larger Scale Projection Worksheets

**INFORMATION CONTACT:**

Ashley Moncado, Planner III, 919-245-2589  
Cy Stober, Director, 919-245-2575

---

**PURPOSE:** To receive the 2023 Annual Report of the SAPFO Technical Advisory Committee (SAPFOTAC) and transmit it to the SAPFO partners for comments before certification in May.

**NOTE:** School Capacity Capital Investment Plan (CIP) Needs Analysis projects no new school system capacity needs in the next 10 years for elementary, middle and high school levels for both Orange County Schools (OCS) and Chapel Hill-Carrboro City Schools (CHCCS).

**BACKGROUND:**

**1. Annual Report**

Each year since 2004, the SAPFOTAC Report is updated to reflect changing conditions of student membership and school capacity. This information is analyzed and used to project future school construction needs based on adopted level of service standards. There are two steps to the full report to keep the SAPFO system calibrated: Student Membership and Capacity is certified in the fall; and then the full annual report is produced the following spring. At the December 13, 2022 BOCC meeting, the Board approved the November 15, 2022 actual Student Membership and Capacity numbers (i.e. first part) for both OCS and CHCCS. A draft of the full annual SAPFOTAC Report (Attachment 2) is complete and has been reviewed by the SAPFOTAC members.

**2. SAPFOTAC**

The SAPFOTAC is comprised of representatives of both school systems, the Planning Directors of the County and Towns, and County Finance staff. It is tasked to produce an annual report for the governing boards of each SAPFO partner outlining changes in actual membership, capacity, student projections, and their collective impacts on the Capital Investment Plan (CIP) and the future issuance of Certificates of Adequate Public Schools (CAPS). The CAPS are a requirement for new residential developments and reflect the capacity of the applicable school system to absorb the new students generated by the development project. Orange County's Planning Staff compiles the report, holds a meeting discussing the various aspects with the SAPFOTAC, and then prepares a draft report that is reviewed by the SAPFOTAC (Attachment 2).

### 3. Membership Data

CHCCS membership decreased in total by 75 students from the previous year:

- 81 Elementary School
- 4 Middle School
- + 10 High School

OCS membership decreased in total by 7 students from the previous year:

- + 36 Elementary School
- 58 Middle School
- + 15 High School

### 4. Capacity Data

There were no changes to school capacities this year.

### 5. Capacity Information

#### SAPFO vs. DPI

The SAPFO is a local ordinance, independent of State Department of Public Instruction (DPI) projections and rules regarding class size. The SAPFO, for instance, does not count temporary modular classrooms as fulfilling the capacity level of service outlined in the SAPFO interlocal Memorandum of Understanding (MOU). The MOU limits capacity analysis to 'bricks and mortar' structures instead of temporary facilities, and also requires its own set of future student projections to identify long-term capital school construction needs. However, the County did phase in DPI's smaller class size mandates in previous years, which decreased capacity. Decisions would have to be made if new changes at the State level affecting class size should, or should not, be reflected in the County's SAPFO.

### 6. Student Projection Analysis

#### CHCCS

Student membership projections show a mix of increases and decreases at all levels within the 10-year planning period. Projections are shown on page 36 of the report.

#### OCS

Student membership projections show a mix of increases and decreases at all levels within the 10-year planning period. Projections are shown on page 35 of the report.

### 7. School Capacity CIP Needs Analysis

#### CHCCS

Projected needs:

Elementary School	Projections show no needs in the next 10 years
Middle School	Projections show no needs in the next 10 years
High School	Projections show no needs in the next 10 years

#### OCS

Projected needs:

Elementary School	Projections show no needs in the next 10 years
Middle School	Projections show no needs in the next 10 years
High School	Projections show no needs in the next 10 years

### 8. Student Generation Rates

The updated student generation rates were approved on May 19, 2015 and are shown in Attachment II.E.1 of the report. Updated rates began to be used for CAPS issuances in

the fall of 2015 and are based on an inventory of recently built units from January 1, 2004 to December 31, 2013.

## 9. Access to Full Report

The draft SAPFOTAC report will be posted on the Orange County Planning Department's website. A letter (Attachment 1) and the Executive Summary of the report will be sent to all SAPFO partners after this BOCC meeting advising them of the availability of the draft report and inviting comment.

## 10. Additional Information

### Mebane

The City of Mebane is not a SAPFO partner and does not utilize CAPS in its residential development review. However, county staff corresponds with Mebane annually in much the same way it does with SAPFO signatory communities and Mebane has continually provided its residential growth figures, as represented by certificates of occupancy as well as projected residential growth estimates. These figures are reflected in the Annual Report, including the Executive Summary.

### Pre-K Enrollment

SAPFO does not include Pre-K in its membership and capacity numbers. In recent years, however, Pre-K enrollment has been a topic of discussion for both school districts. Pre-K membership enrollment for both districts are contained in the Executive Summary of the report.

### Charter Schools

Charter and private schools are not included as part of the SAPFO Annual Report and, as a result, their membership and capacity numbers are not formally monitored or included in future projections. However, the SAPFOTAC monitors charter and private schools and their effect on student enrollment upon both school districts. Additional information regarding charter school enrollment is contained in the Executive Summary.

**FINANCIAL IMPACT:** Current student growth projections do not show capacity needs for additional schools in either the CHCCS District or OCS District during the 10-year projection period.

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

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

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

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

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

1. Receive the 2023 SAPFOTAC Annual Report; and
2. Authorize the Chair to sign the transmittal letter to SAPFO partners contained in Attachment 1.

## BOCC Letterhead

March 21, 2023

Pam Hemminger, Mayor  
Town of Chapel Hill  
405 Martin Luther King Jr. Blvd.  
Chapel Hill, NC 27514

Will Atherton, Chair  
Orange County Board of Education  
200 E. King Street  
Hillsborough, NC 27278

Damon Seils, Mayor  
Town of Carrboro  
301 W. Main Street  
Carrboro, NC 27510

Rani Dasi, Chair  
Chapel Hill - Carrboro Board of Education  
750 Merritt Mill Road  
Chapel Hill, NC 27516

Jenn Weaver, Mayor  
Town of Hillsborough  
P.O. Box 429  
Hillsborough, NC 27278

Subject: Schools Adequate Public Facilities Ordinance Technical Advisory Committee  
(SAPFOTAC) Annual Report

Dear Sir or Madam:

This letter is to update you on the status of the 2023 Annual SAPFOTAC Report. In accordance with the SAPFO Memoranda of Understanding (MOU), the Board of County Commissioners (BOCC) approved the November 15, 2022 actual membership and capacity numbers for Orange County Schools and Chapel Hill - Carrboro City Schools at its meeting on December 13, 2022.

The SAPFOTAC, comprised of representatives of both school systems and the Planning Directors of the County and Towns, has produced the 2023 Annual Report. Per the SAPFO MOU, the annual technical report contains information on Levels of Service, Building Capacity, Membership Date, Capital Investment Plan, Student Membership Projection Methodology, Student Membership Projections, Student Membership Growth Rate, Student/Housing Generation Rate, and the SAPFO Process. Enclosed for your use are copies of the 2023 Executive Summary and the March 21, 2023 BOCC meeting agenda item abstract when the BOCC received the draft report.

The full draft SAPFOTAC report is available on the Orange County Planning Department website in the Long-Range & Comprehensive Planning section at the following link: <http://www.orangecountync.gov/3031/Long-Range-Comprehensive-Planning>

The 2023 Annual SAPFOTAC Report is scheduled to be certified by the BOCC at a regular meeting in May 2023. If you have any comments pertaining to the report, please forward them to Cy Stoiber, Orange County Planning and Inspections Director, 919-245-2575 or [cstoiber@orangecountync.gov](mailto:cstoiber@orangecountync.gov), no later than 5:00 p.m. on **April 24, 2023**. Any comments received will be part of our agenda package in May.

Please share this information and the 2023 SAPFOTAC report with your respective boards.

Sincerely,

Jamezetta Bedford  
Chair

Enclosures

cc: Bonnie Hammersley, Orange County Manager  
Travis Myren, Deputy Orange County Manager  
Richard White, Manager, Town of Carrboro  
Chris Blue, Interim Town Manager, Town of Chapel Hill  
Eric Peterson, Manager, Town of Hillsborough  
Nyah Hamlett, Superintendent, Chapel Hill-Carrboro City Schools  
Al Ciarochi, Deputy Superintendent for Operations, Chapel Hill-Carrboro City Schools  
Andre Stewart, Chief Operations Officer, Chapel Hill-Carrboro City Schools  
Quamesha Whitted-Miller, Director of Student Enrollment, Chapel Hill-Carrboro City Schools  
Monique Felder, Superintendent, Orange County Schools  
Patrick Abele, Deputy Superintendent of Operations, Orange County Schools  
Catherine Mau, Student Assignment & Technology Project Coordinator, Orange County Schools  
Trish McGuire, Planning Director, Town of Carrboro  
Britany Waddell, Planning and Development Services Director, Town of Chapel Hill  
Matt Efrid, Assistant Town Manager/Community Services Director, Town of Hillsborough  
Shannan Campbell, Planning and Economic Development Manager, Town of Hillsborough

**ORANGE COUNTY, NC**  
**SCHOOLS ADEQUATE PUBLIC**  
**FACILITIES ORDINANCE**

**PREPARED BY A STAFF COMMITTEE: PLANNING DIRECTORS,  
SCHOOL REPRESENTATIVES, TECHNICAL ADVISORY COMMITTEE  
(SAPFOTAC)**

**(PURSUANT TO PROVISIONS OF A MEMORANDUM OF  
UNDERSTANDING ADOPTED IN 2002 & 2003)  
(ORDINANCES ADOPTED IN JULY 2003)**

**Annual Report  
2023**

**(BASED ON NOVEMBER 2022 DATA)**

**CERTIFIED BY THE BOCC ON MAY X, 2023**

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## 2023 SAPFOTAC Executive Summary

### I. Base Memorandum of Understanding

#### A. Level of Service .....(No Change).....Pg. 1

	<i>Chapel Hill/Carrboro School District</i>	<i>Orange County School District</i>
<i>Elementary</i>	105%	105%
<i>Middle</i>	107%	107%
<i>High</i>	110%	110%

#### B. Building Capacity and Membership .....(Change).....Pg. 2

	<i>Chapel Hill/Carrboro School District</i>			<i>Orange County School District</i>		
	Capacity	Membership	Change from Prior Year	Capacity	Membership	Change from Prior Year
<i>Elementary</i>	5664	4657	- 81	3361	3059	+36
<i>Middle</i>	2944	2798	- 4	2166	1598	-58
<i>High</i>	3975	3950	+10	2939	2487	+15

#### C. Membership Date – November 15.....(No Change).....Pg. 17

### II. Annual Update to SAPFO System

#### A. Capital Investment Plan (CIP) .....(No Change).....Pg. 18

#### B. Student Membership Projection Methodology .....(No Change).....Pg. 19 *The average of 3, 5, and 10-year history/cohort survival, linear and arithmetic projection models.*

#### C. Student Membership Projections .....(Change).....Pg. 29

#### Analysis of 5 Years of Projections for 2022-2023 School Year – Chapel Hill/Carrboro City Schools

(The first column for each year includes the student membership projection made for 2022-2023 in that given year. The second column for each year includes the number of students the projection was off compared to actual membership. An “L” indicates the projection was low compared to the actual, whereas an “H” indicates the projection was high compared to the actual.)

		Year Projection Made for 2022-2023 Membership									
	Actual 2022 Membership	2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
<b>Elementary</b>	4657	5504	H847	5498	H841	5367	H710	4708	H51	4582	L75
<b>Middle</b>	2798	2881	H83	2943	H145	2992	H194	2830	H32	2742	L56
<b>High</b>	3950	4028	H78	4037	H87	4085	H135	3915	L35	3908	L42

### Analysis of 5 Years of Projections for 2022-2023 School Year – Orange County Schools

(The first column for each year includes the student membership projection made for 2022-2023 in that given year. The second column for each year includes the number of students the projection was off compared to actual membership. An “L” indicates the projection was low compared to the actual, whereas an “H” indicates the projection was high compared to the actual.)

		Year Projection Made for 2022-2023 Membership									
	Actual 2022 Membership	2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
<b>Elementary</b>	3059	3228	H169	3321	H262	3320	H261	2994	L65	3000	L59
<b>Middle</b>	1598	1682	H84	1710	H112	1713	H115	1611	H13	1622	H24
<b>High</b>	2487	2517	H30	2426	H61	2433	L54	2367	L120	2508	H21

#### D. Student Membership Growth Rate .....(Change).....Pg. 37

Projected Average Annual Growth Rate Over Next 10 Years										
	<i>Chapel Hill/Carrboro School District</i>					<i>Orange County School District</i>				
Year Projection Made:	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<i>Elementary</i>	0.56%	0.65%	-0.23%	-0.88%	-0.47%	0.91%	0.84%	-0.02%	-0.04%	0.26%
<i>Middle</i>	0.19%	-0.07%	-1.50%	-2.10%	-1.77%	0.28%	0.37%	-0.67%	-0.72%	-0.15%
<i>High</i>	0.16%	0.03%	-1.44%	-2.15%	-2.09%	0.21%	0.21%	-0.98%	-1.06%	0.98%

#### E. Student / Housing Generation Rate .....(No Change).....Pg. 40

## SCHOOL ADEQUATE PUBLIC FACILITIES ORDINANCE STATUS

(Based on future year Student Membership Projections)

### CHAPEL HILL/CARRBORO SCHOOL DISTRICT

#### Elementary School Level

- A. Does not currently exceed 105% LOS standard (current LOS is 82.2%).
- B. The projected growth rate at this level is expected to increase, but remain negative over the next 10 years (average ~ -0.47% per year compared to -1.37% over the past 10 years).
- C. Similar to last year, projections are not showing a need for an additional Elementary School in the 10-year projection period.

#### Middle School Level

- A. Does not currently exceed 107% LOS standard (current LOS is 95%).
- B. The projected growth rate at this level is expected to decrease over the next 10 years (average ~ -1.77% compared to an average of 0.21% over the past 10 years).
- C. Similar to last year, projections are not showing a need for an additional Middle School in the 10-year projection period.

#### High School Level

- A. Does not currently exceed the 110% LOS standard (current LOS is 99.4%).
- B. The projected growth rate at this level is expected to decrease over the next 10 years (average ~ -2.09% compared to 0.61% over the past 10 years).
- C. Similar to last year, projections are not showing a need to expand Carrboro High School from the initial capacity of 800 students to the ultimate capacity of 1,200 students in the 10-year projection period.

## **ORANGE COUNTY SCHOOL DISTRICT**

### **Elementary School Level**

- A. Does not currently exceed 105% LOS standard (current LOS is 91%).
- B. The projected growth rate at this level is expected to increase over the next 10 years (average ~ 0.26% compared to -0.98% over the past 10 years).
- C. Similar to last year, projections are not showing a need for an additional Elementary School in the 10-year projection period.

### **Middle School Level**

- A. Does not currently exceed 107% LOS standard (current LOS is 73.8%).
- B. The projected growth rate at this level is expected to increase, but remain negative over the next 10 years (average ~ -0.15% compared to -0.25% over the past 10 years).
- C. Similar to last year, projections are not showing a need for an additional Middle School in the 10-year projection period.

### **High School Level**

- A. Does not currently exceed 110% LOS standard (current LOS is 84.6%).
- B. The projected growth rate at this level is expected to increase over the next 10 years (average ~ 0.98% compared to 0.83% over the past 10 years).
- C. Similar to last year, projections are not showing a need for additional High School in the 10-year projection period.

## **ADDITIONAL INFORMATION**

### **Pre-K Students**

In recent years, Pre-K enrollment has been a topic of discussion with both school districts. At this time, SAPFO has not been amended to include Pre-K in the membership and capacity numbers. However, Pre-K numbers and impacts continue to be monitored by the SAPFOTAC. Pre-K students for each district is as follows:

	<b>Chapel Hill-Carrboro City Schools</b>	<b>Orange County Schools</b>
<b>School Year</b>	<b>Number of Students</b>	<b>Number of Students</b>
<b>2019-20</b>	267	144
<b>2020-21</b>	208	86
<b>2021-22</b>	222	125
<b>2022-23</b>	295	101

### **Charter and Private Schools**

Currently, there are two Charter Schools located in the Town of Hillsborough. Charter student membership for these two schools is as follows:

	<b>Eno River Academy</b>	<b>The Expedition School</b>
<b>School Year</b>	<b>Number of Students</b>	<b>Number of Students</b>
<b>2017-18</b>	542	326
<b>2018-19</b>	655 (+113)	355 (+29)
<b>2019-20</b>	715 (+60)	365 (+10)
<b>2020-21</b>	747 (+32)	365*
<b>2021-22</b>	751 (+4)	
<b>2022-23</b>	777 (+26)	
<i>*The Expedition School reached full capacity of 365 students in 2019-20</i>		

Charter and private schools are not included as part of the SAPFO Annual Report and, as a result, their membership and capacity numbers are not included in future projections. SAPFO projections are used for projecting only public school capacity/construction needs. However, the SAPFO Technical Advisory Committee does monitor charter and private schools and their effect on student enrollment in both school districts. If a charter or private school were to close and a spike were to be realized in school enrollment, the student projections would likely accelerate the need for additional capacity in future years, but likely still within an appropriate time for CIP planning. Charter Schools are also monitored by the Department of Public Instruction (DPI) which provides pupil information, based on data received from Charter Schools located in Orange County, to the County for funding purposes. The County budgeted for charter schools as follows:

	Chapel Hill-Carrboro City Schools	Orange County Schools
Fiscal Year	Number of Students	Number of Students
2017-18	162	617
2018-19	155 (-7)	769 (+152)
2019-20	169 (+14)	843 (+74)
2020-21	166 (-3)	885 (+42)
2021-22	156 (-10)	919 (+34)
2022-23	205 (+49)	951 (+32)

Although charter and private schools numbers are not collected for SAPFO purposes, impacts due to enrollment at these schools are accounted for in SAPFO process with the annual reporting of student membership and growth rates contained in the 10-year student projections.

### Future Residential Development

Proposed growth is not included in the SAPFO projection system until actual students begin enrollment. The Certificate of Adequate Public Schools (CAPS) test is conducted during the approval process at a certain stage. Once students are enrolled in a school year, through annual reporting of student membership numbers, 10-year student projections can be updated to display future capacity needs in time to efficiently plan for future school capacity/construction requests. The SAPFOTAC continue to monitor and evaluate the demand and growth of residential development throughout Orange County as well as its effect on student membership rates. Below is a list of larger residential projects and the potential number of students from these projects which may have an impact in the short term. Please note, the City of Mebane is not a party to the SAPFO agreement and therefore does not require that CAPS (Certificate of Adequate Public Schools) be issued prior to development approvals. As a result, the expected number of students is based on unit type and bedroom count estimates.

Residential Project	Jurisdiction	Proposed Total Units	Expected Number of Students
Collins Ridge Phase 1	Hillsborough	672	Elementary: 84 Middle: 45 High: 57
Weavers Grove	Chapel Hill	235	Elementary: 44 Middle: 18 High: 20
Stagecoach Corner	Mebane	35	Elementary: 9 Middle: 5 High: 6

<b>Bowman Village/Bowman Place</b>	Mebane	177	Elementary: 48 Middle: 23 High: 30
<b>The Townes of Oakwood Square</b>	Mebane	88	Elementary: 5 Middle: 4 High: 5
<b>Tupelo Junction I</b>	Mebane	181	Elementary: 49 Middle: 24 High: 31
<b>Tupelo Junction II</b>	Mebane	207	Elementary: 56 Middle: 27 High: 35
<b>Oakwood Subdivision</b>	Mebane	409	Elementary: 110 Middle: 53 High: 70

### **School Renovation and Expansion**

The Schools Adequate Public Facilities Ordinance (SAPFO) student projections illustrate when the adopted level of service capacities are forecasted to be met and/or exceeded in anticipation of Capital Improvement Plan (CIP) planning and the construction of a new school. Both school districts continue planning efforts to renovate and expand existing facilities to address school capacity needs in a more feasible way. Additional capacity resulting from school renovations and expansions will be added to the projection models in stages, once funding is approved, versus the addition of greater capacity when a new school is constructed and completed. The renovation and expansion to existing facilities may delay construction of new schools further into the future, depending on how and how much capacity is added to the system. Decisions on the timing of reconstruction (i.e. capacity additions) funding would be directly linked to the SAPFO model at the appropriate time.

## Orange County, NC School Adequate Public Facilities Ordinance

### Introduction

The Schools Adequate Public Facilities Ordinance (SAPFO) and its Memorandum of Understanding are ordinances and agreements, respectively. Supporting documents are anticipated to be dynamic to incorporate the annual changing conditions of membership, capacity and student projections that may affect School Capital Investment Plan (CIP) timing. This formal annual report will be forthcoming to all of the Schools Adequate Public Facilities Ordinance partners each year as new information is available.

This updated information is used in the schools capital needs process of the Capital Investment Plan (Process 1) and within elements of the Schools Adequate Public Facilities Ordinance Certificate of Adequate Public Schools (CAPS) spreadsheet system (Process 2).

This report and any comments from the Schools Adequate Public Facilities Ordinance partners will be considered in the first half of each year by the Board of County Commissioners at a regular or special meeting. The various elements of the report are then “certified” and formally considered in the process of the upcoming Capital Investment Plan. The Certificate of Adequate Public Schools system is updated after November 15 when data is received from the school districts with actual membership and pre-certified capacity (i.e. CIP capacity or prior “joint action” capacity changes).

The Schools Adequate Public Facilities Ordinance and Memorandum of Understanding have dynamic aspects. The derivation of the baseline and update to the variables will continue in the future as a variety of school related issues are fine-tuned by technical and policy groups.

The primary facet of this report includes the creation of mathematical projections for student memberships by school levels (Elementary, Middle and High) and by School Districts (Chapel Hill/Carrboro and Orange County). This information is found in Section II, Subsections B, C, D, and E.

In summary, this report serves as an update to the dynamic conditions of student membership and school capacity which affect future projected needs considered in Capital Investment Planning.

Interested parties may make their comments known to the Board of County Commissioners prior to their review of the report and school CIP completion or ask questions of the SAPFOTAC members.

**Schools Adequate Public Facilities Ordinance Partners**

**Annual Report as Outlined in**

**Schools Adequate Public Facilities Ordinance Memorandum**

**of Understanding (SAPFO MOU)**

**Section 1d**

**Respectfully Submitted to Schools Adequate Public Facilities**

**Ordinance Partners**

<b>Chapel Hill-Carrboro City School District SAPFO</b>	<b>Orange County School District SAPFO</b>
Board of County Commissioners	Board of County Commissioners
Carrboro Town Council	Hillsborough Board of Commissioners
Chapel Hill Town Council	
Chapel Hill-Carrboro School Board	Orange County School Board

**Planning Directors/School Representatives  
Technical Advisory Committee  
(aka SAPFOTAC)**

Town of Carrboro  
Trish McGuire, Planning Director  
301 West Main Street  
Carrboro, NC 27510

Town of Chapel Hill  
Britany Waddell, Planning and Development Services Director  
405 Martin Luther King, Jr. Blvd.  
Chapel Hill, North Carolina 27514

Town of Hillsborough  
Margaret Hauth, Assistant Town Manager  
Shannan Campbell, Planning and Economic Development Manager  
P.O. Box 429  
Hillsborough, NC 27278

Orange County  
Cy Stober, Planning Director  
Ashley Moncado, Special Projects Planner  
Kirk Vaughn, Budget Director  
131 W. Margaret Lane  
P.O. Box 8181  
Hillsborough, NC 27278

Orange County School District  
Monique Felder, Superintendent  
200 E. King Street  
Hillsborough, NC 27278

Chapel Hill-Carrboro City School District  
Nyah Hamlett, Superintendent  
750 Merritt Mill Road  
Chapel Hill, NC 2751

## I. Base Memorandum of Understanding

### A. Level of Service

1. **Responsible Entity for Suggesting Change** – Change can only be effectuated by amendment to Memorandum of Understanding (MOU) by all SAPFO partners.
2. **Definition** – Level of Service (LOS) means the amount (level) of students that can be accommodated (served) at a certain school system grade group [i.e., Elementary level (K-5), Middle Level (6-8), High School Level (9-12)].

<b>3. Standard for:</b>			<b>Standard for:</b>		
<b>Chapel Hill-Carrboro City School District</b>			<b>Orange County School District</b>		
<b>Elementary</b>	<b>Middle</b>	<b>High School</b>	<b>Elementary</b>	<b>Middle</b>	<b>High School</b>
<b>105%</b>	<b>107%</b>	<b>110%</b>	<b>105%</b>	<b>107%</b>	<b>110%</b>

- |  |  |
|--|--|
| <b>4. Analysis of Existing Conditions:</b>       | <b>Analysis of Existing Conditions:</b>      |
| <b>Chapel Hill-Carrboro City School District</b> | <b>Orange County School District</b>         |
| These standards are acceptable at this time.     | These standards are acceptable at this time. |

- |  |                                      |
|--|--------------------------------------|
| <b>5. Recommendation:</b>                        | <b>Recommendation:</b>               |
| <b>Chapel Hill-Carrboro City School District</b> | <b>Orange County School District</b> |
| No change from above standard.                   | No change from above standard.       |

## B. Building Capacity and Membership

1. **Responsible Entity for Suggesting Change** – The Planning Directors, School Representatives, and Technical Advisory Committee (SAPFOTAC) will receive requested changes that are CIP related and adopted in the prior year. CIP capacity changes will be updated along with actual membership received in November of each year. Other changes will be sent to a ‘Joint Action Committee’ of the BOCC and Board of Education, as noted in the MOU, who will make recommendations and forward changes (on the specific forms with justification) to the full Board of County Commissioners for review and action. These non-CIP changes would be updated in the upcoming November CAPS system recalibration and included in the SAPFOTAC report.
2. **Definition** – For purposes of this Memorandum, "building capacity" will be determined by reference to State guidelines and the School District guidelines (consistent with CIP School Construction Guidelines/policies developed by the School District and the Board of County Commissioners) and will be determined by a joint action of the School Board and the Orange County Board of Commissioners. As used herein the term "building capacity" refers to permanent buildings. Mobile classrooms and other temporary student accommodating classroom spaces are not permanent buildings and may not be counted in determining the school districts building capacity.

### 3. **Standard for:**

#### **Chapel Hill-Carrboro City School District**

The original certified capacity for each of the schools was certified by the respective superintendent and incorporated in the initialization of the CAPS system (Chapel Hill-Carrboro School District April 29, 2002 - Base) Capacity changes were made each year as follows:

- 2003:** Increase of 619 at Rashkis Elementary.  
**2004:** No changes at Elementary, Middle, or High School levels.

### **Standard for:**

#### **Orange County School District**

The original certified capacity for each of the schools was certified by the respective superintendent and incorporated in the initialization of the CAPS system (Orange County School District April 30, 2002 - Base) Capacity changes were made each year as follows:

- 2003:** No net increase in capacity at Elementary level. No changes at Middle School level.  
 Increase of 1,000 at Cedar Ridge High School.

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**2005:** No changes at Elementary, Middle, or High School levels.

**2006:** No changes at Elementary, Middle, or High School levels.

**2007:** An increase of 800 at the High School level with the opening of Carrboro High School.

**2008:** An increase of 323 at the Elementary School level due to the opening of Morris Grove Elementary School and the implementation of the 1:21 class size ratio in grades K-3

**2009:** No changes at Elementary, Middle, or High School levels.

**2010:** An increase in capacity of 40 students at the High School level with Phoenix Academy High School becoming official high school within the district

**2011:** No changes at Elementary, Middle, or High School levels.

**2012:** No changes at Elementary, Middle, or High School levels.

**2013:** An increase in capacity of 585 students due to the opening of Northside Elementary School.

**2014:** An increase in capacity of 104 students due to the opening of the Culbreth Middle School addition.

**2015:** No changes at Elementary, Middle, or High School levels.

**2016:** No changes at Elementary, Middle, or High School levels.

**2004:** No net increase in capacity at Elementary level. No changes at Middle or High School levels.

**2005:** An increase in capacity of 100 at Hillsborough Elementary with the completion of renovations.

**2006:** An increase in capacity of 700 at the Middle School level with the completion of Gravelly Hill Middle School and an increase of 15 at the High School level with the temporary location of Partnership Academy Alternative School. An increase of 2 at the Elementary level due to a change in the capacity calculation for each grade at each school.

**2007:** No changes at Elementary, Middle, or High School levels.

**2008:** A decrease of 228 at the Elementary School level due to the implementation of the 1:21 class size ratio in grades K-3 and an increase of 25 at the High School level with the completion of the new Partnership Academy Alternative School.

**2009:** No changes at Elementary, Middle, or High School levels.

**2010:** No changes at Elementary, Middle, or High School levels.

**2011:** No changes at Elementary, Middle, or High School levels.

**2012:** No changes at Elementary or Middle School levels. A decrease of 119 at High School level as a result of a N.C. Department of Public Instruction (DPI) study.

*Section I*

**2017:** A decrease in capacity of 165 students due to the implementation of the 1:20 class size ratio in grades K-3.

**2018:** No changes at Elementary, Middle or High School levels.

**2019:** No changes at Elementary, Middle, or High School levels.

**2020:** Increase of 100 seats at the High School level due to renovations at Chapel Hill High School. No changes at Elementary or Middle School levels.

**2021:** No changes at Elementary, Middle, or High School levels.

**2022:** No changes at Elementary, Middle, or High School levels.

**2013:** No changes at Elementary, Middle, or High School levels.

**2014:** No changes at Elementary, Middle, or High School levels.

**2015:** No changes at Elementary, Middle, or High School levels.

**2016:** No changes at Elementary, Middle, or High School levels.

**2017:** A decrease in capacity of 333 students due to the implementation of the 1:20 class size ratio in grades K-3.

**2018:** No changes at Elementary, Middle, or High School levels.

**2019:** No changes at Elementary, Middle, or High School levels.

**2020:** No changes at the Elementary, Middle, or High School levels.

**2021:** Increase of 500 seats at the High School level due to the Cedar Ridge High School addition. No changes at Elementary or Middle School levels.

**2022:** No changes at Elementary, Middle, or High School levels.

**4. Analysis of Existing Conditions:**

**Chapel Hill-Carrboro City School District**

The Schools Facilities Task Force developed a system to calculate capacity. Any changes year to year will be monitored, reviewed, and recorded by the SAPFOTAC on approved forms distributed to SAPFO partners and certified upon approval by the Board of County Commissioners

**Analysis of Existing Conditions:**

**Orange County School District**

The Schools Facilities Task Force developed a system to calculate capacity. Any changes year to year will be monitored, reviewed, and recorded by the SAPFOTAC on approved forms distributed to SAPFO partners and certified upon approval by the Board of County Commissioners each year.

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each year. The requested 2022-2023 capacity is noted on Attachment I.B.4

**5. Recommendation:****Chapel Hill-Carrboro City School District**

Accept school capacities at all levels, as reported by CHCCS and shown in Attachment I.B.4.

The requested 2022-2023 capacity is noted on Attachment I.B.3

**Recommendation:****Orange County School District**

Accept school capacities at all levels, as reported by OCS and shown in Attachment I.B.3.

**Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form**

School District: Orange County Schools  
 SAPFO CAPS Year: November 15, 2021 - November 14, 2022  
 Capacity and Membership Submittal Date: November 15, 2021

Elementary School	Square Feet	2017-2018 Requested Capacity	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
River Park	70,812	565	565	502	502	502		557	111.0%
Central	52,492	455	455	428	428	428		299	69.9%
Efland	64,316	497	497	455	455	455		482	105.9%
Grady Brown	74,016	544	544	490	490	490		411	83.9%
Hillsborough	51,106	471	471	420	420	420		422	100.5%
New Hope	100,164	586	586	526	526	526		533	101.3%
Pathways	85,282	576	576	540	540	540		319	59.1%
<b>Total</b>	<b>498,188</b>	<b>3,694</b>	<b>3,694</b>	<b>3,361</b>	<b>3,361</b>	<b>3,361</b>		<b>3,023</b>	<b>89.9%</b>

**Special Note(s):** 1. For the November 15, 2002 base year the board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.  
 2. During the 2021-2022 school year, the Orange County Schools opened the OCS Online Academy as alternative learning option for students in grades K-12 as a result of the COVID-19 global pandemic. The membership counts for November 15, 2021 include the online students who are still assigned a base physical school within the district as these students have the opportunity to return to their assigned school during the school year. Physical classroom capacities must be reserved in order to ensure these students are able to return to their assigned school without space limitations. The membership counts for these online students as of November 15, 2021 are: Total 173 students in Elementary (68), Middle (48), and High (57).

**Justification:**

**Capacity and Membership Certification:**

*Margaret Felder* 11/18/21  
 Superintendent Date

*Renee A. Price* 12/14/21  
 BOCC Chair Date

**Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form**

<b>School District:</b> Orange County Schools
<b>SAPFO CAPS Year:</b> November 15, 2021 - November 14, 2022
<b>Capacity and Membership Submittal Date:</b> November 15, 2021

Middle School	Square Feet	2017-2018 Requested Capacity	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
A.L.	136,000	740	740	740	740	740		654	88.4%
Orange	107,620	726	726	726	726	726		540	74.4%
Gravelly Hill	123,000	700	700	700	700	700		462	66.0%
<b>Total</b>	<b>366,620</b>	<b>2,166</b>	<b>2,166</b>	<b>2,166</b>	<b>2,166</b>	<b>2,166</b>		<b>1,656</b>	<b>76.5%</b>

**Special Note(s):** 1. For the November 15, 2002 base year the board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC. 2. During the 2021-2022 school year, the Orange County Schools opened the OCS Online Academy as alternative learning option for students in grades K-12 as a result of the COVID-19 global pandemic. The membership counts for November 15, 2021 include the online students who are still assigned a base physical school within the district as these students have the opportunity to return to their assigned school during the school year. Physical classroom capacities must be reserved in order to ensure these students are able to return to their assigned school without space limitations. The membership counts for these online students as of November 15, 2021 are: Total 173 students in Elementary (68), Middle (48), and High (57).

**Justification:**

**Capacity and Membership Certification:**  
  
 Superintendent Date 11/15/21

  
 BOEC Chair Date 12/14/21

**Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form**

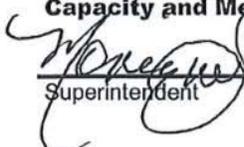
School District: Orange County Schools  
 SAPFO CAPS Year: November 15, 2021 - November 14, 2022  
 Capacity and Membership Submittal Date: November 15, 2021

High School	Square Feet	2017-2018 Requested Capacity	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Cedar Ridge	256,900	1,000	1,000	1,000	1,000	1,500	3	1,065	71.0%
Orange	213,509	1,399	1,399	1,399	1,399	1,399		1,373	98.1%
Partnership	6,600	40	40	40	40	40		34	85.0%
<b>Total</b>	<b>477,009</b>	<b>2,439</b>	<b>2,439</b>	<b>2,439</b>	<b>2,439</b>	<b>2,939</b>		<b>2,472</b>	<b>84.1%</b>

**Special Note(s):** 1. For the November 15, 2002 base year the board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC. 2. During the 2021-2022 school year, the Orange County Schools opened the OCS Online Academy as alternative learning option for students in grades K-12 as a result of the COVID-19 global pandemic. The membership counts for November 15, 2021 include the online students who are still assigned a base physical school within the district as these students have the opportunity to return to their assigned school during the school year. Physical classroom capacities must be reserved in order to ensure these students are able to return to their assigned school without space limitations. The membership counts for these online students as of November 15, 2021 are: Total 173 students in Elementary (68), Middle (48), and High (57).

**Justification:** 3. The capacity at Cedar Ridge High School has increased from 1,000 students to 1,500 students due to the opening of a new 50,000 square foot classroom addition. This increases the total square footage from 206,900 to 256,900 square feet.

**Capacity and Membership Certification:**

  
 Superintendent Date 11/18/21

  
 BOCC Chair Date 12/14/21

Section I Attachment I.B.2 Chapel Hill-Carrboro City School Capacity (Elementary, Middle, & High)  
 (2021-22)  
 (Page 1 of 3)

**Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form**

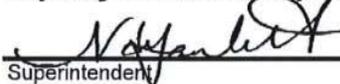
School District: Chapel Hill-Carrboro City Schools  
 SAPFO CAPS Year: November 15, 2021 - November 14, 2022  
 Capacity and Membership Submittal Date: November 15, 2021

Elementary School	Square Feet	2017-2018 Requested Capacity	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Carrboro	60,832	533	518	518	518	518		494	95.4%
Ephesus	66,952	448	436	436	436	436		341	78.2%
Estes Hills	56,299	527	516	516	516	516		353	68.4%
FP Graham	66,689	538	522	522	522	522		507	97.1%
Glenwood	50,764	423	412	412	412	412		422	102.4%
McDougle	98,000	564	548	548	548	548		462	84.3%
Morris Grove	90,221	585	568	568	568	568		461	81.2%
Northside	99,500	585	568	568	568	568		380	66.9%
Rashkis	95,729	585	568	568	568	568		419	73.8%
Scroggs	90,980	575	558	558	558	558		395	70.8%
Seawell	52,896	466	450	450	450	450		504	112.0%
<b>Total</b>	<b>828,862</b>	<b>5,829</b>	<b>5,664</b>	<b>5,664</b>	<b>5,664</b>	<b>5,664</b>		<b>4,738</b>	<b>83.7%</b>

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

**Justification:**

**Capacity and Membership Certification:**

  
 Superintendent Date 11/15/2021

  
 BOCC Chair Date 12/14/21

**Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form**

**School District:** Chapel Hill-Carrboro City Schools  
**SAPFO CAPS Year:** November 15, 2021 - November 14, 2022  
**Capacity and Membership Submittal Date:** November 15, 2021

Middle School	Square Feet	2017-2018 Requested Capacity	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Culbreth	122,467	774	774	774	774	774		668	86%
McDougle	136,221	732	732	732	732	732		754	103%
Phillips	109,498	706	706	706	706	706		661	94%
Smith	128,764	732	732	732	732	732		719	98%
<b>Total</b>	<b>496,950</b>	<b>2,944</b>	<b>2,944</b>	<b>2,944</b>	<b>2,944</b>	<b>2,944</b>		<b>2,802</b>	<b>95.2%</b>

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

**Justification:**

**Capacity and Membership Certification:**

*N. DeFonzo* 11/15/2021  
 Superintendent Date

*Renée A. Puce* 12/14/21  
 BOCC-Chair Date

**Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form**

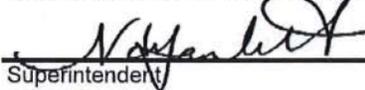
**School District:** Chapel Hill-Carrboro City Schools  
**SAPFO CAPS Year:** November 15, 2021 - November 14, 2022  
**Capacity and Membership Submittal Date:** November 15, 2021

High School	Square Feet	2017-2018 Requested Capacity	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Carrboro	148,023	800	800	800	800	800		849	106%
Chapel Hill	241,111	1,520	1,520	1,520	1,620	1,620		1,515	94%
East Chapel Hill	259,869	1,515	1,515	1,515	1,515	1,515		1,484	98%
Phoenix Acad.	5,207	40	40	40	40	40		92	230%
<b>Total</b>	<b>654,210</b>	<b>3,875</b>	<b>3,875</b>	<b>3,875</b>	<b>3,975</b>	<b>3,975</b>		<b>3,940</b>	<b>99.1%</b>

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

**Justification:** At Phoenix Academy, 57 of the 90 students are in our Virtual Learning Academy; only 33 students attend in person; 33/40 is 82.5%.

**Capacity and Membership Certification:**

 11/15/2021  
 Superintendent Date

 12/14/21  
 BOCC Chair Date

**Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form**

<b>School District:</b> Orange County Schools
<b>SAPFO CAPS Year:</b> November 15, 2022 - November 14, 2023
<b>Capacity and Membership Submittal Date:</b> November 15, 2022

Elementary School	Square Feet	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
River Park	70,812	565	565	502	502	502		561	111.8%
Central	52,492	455	455	428	428	428		296	69.2%
Efland Cheeks	64,316	497	497	455	455	455		522	114.7%
Grady Brown	74,016	544	544	490	490	490		415	84.7%
Hillsborough	51,106	471	471	420	420	420		428	101.9%
New Hope	100,164	586	586	526	526	526		528	100.4%
Pathways	85,282	576	576	540	540	540		309	57.2%
<b>Total</b>	<b>498,188</b>	<b>3,694</b>	<b>3,694</b>	<b>3,361</b>	<b>3,361</b>	<b>3,361</b>		<b>3,059</b>	<b>91.0%</b>

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

**Justification:**

**Capacity and Membership Certification:**  
Monique Felder  
Monique Felder (Nov 23, 2022 03:11 EST)  
 Superintendent \_\_\_\_\_ Date Nov 23, 2022

Jamie R. Bedford  
 BOCC Chair \_\_\_\_\_ Date \_\_\_\_\_

**Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form**

**School District:** Orange County Schools  
**SAPFO CAPS Year:** November 15, 2022 - November 14, 2023  
**Capacity and Membership Submittal Date:** November 15, 2022

Middle School	Square Feet	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
A.L. Stanback	136,000	740	740	740	740	740		644	87.0%
Orange Middle	107,620	726	726	726	726	726		524	72.2%
Gravelly Hill	123,000	700	700	700	700	700		430	61.4%
<b>Total</b>	<b>366,620</b>	<b>2,166</b>	<b>2,166</b>	<b>2,166</b>	<b>2,166</b>	<b>2,166</b>		<b>1,598</b>	<b>73.8%</b>

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

**Justification:**

**Capacity and Membership Certification:**

*Monique Felder*  
Monique Felder (Nov 23, 2022 03:11 EST)

Nov 23, 2022

Superintendent

Date

*Janeth R. Bedford*

BOCC Chair

Date



Section 1 Attachment I.B.4 Chapel Hill-Carrboro City School Capacity (Elementary, Middle, & High)  
 (2022-23)  
 (Page 1 of 3)

**Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form**

School District: Chapel Hill-Carrboro City Schools  
 SAPFO CAPS Year: November 15, 2022 - November 14, 2023  
 Capacity and Membership Submittal Date: November 15, 2022

Elementary School	Square Feet	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Carrboro	60,832	533	518	518	518	518		484	93.4%
Ephesus	66,952	448	436	436	436	436		355	81.4%
Estes Hills	56,299	527	516	516	516	516		332	64.3%
FP Graham	66,689	538	522	522	522	522		513	98.3%
Glenwood	50,764	423	412	412	412	412		430	104.4%
McDougle	98,000	564	548	548	548	548		474	86.5%
Morris Grove	90,221	585	568	568	568	568		427	75.2%
Northside	99,500	585	568	568	568	568		373	65.7%
Rashkis	95,729	585	568	568	568	568		421	74.1%
Scroggs	90,980	575	558	558	558	558		379	67.9%
Seawell	52,896	466	450	450	450	450		469	104.2%
<b>Total</b>	<b>828,862</b>	<b>5,829</b>	<b>5,664</b>	<b>5,664</b>	<b>5,664</b>	<b>5,664</b>		<b>4,657</b>	<b>82.2%</b>

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

**Justification:**

**Capacity and Membership Certification:**




Superintendent \_\_\_\_\_ Date \_\_\_\_\_  
 BOCC Chair \_\_\_\_\_ Date \_\_\_\_\_

**Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form**

School District: Chapel Hill-Carrboro City Schools  
 SAPFO CAPS Year: November 15, 2022 - November 14, 2023  
 Capacity and Membership Submittal Date: November 15, 2022

Middle School	Square Feet	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Culbreth	122,467	774	774	774	774	774		658	85%
McDougle	136,221	732	732	732	732	732		756	103%
Phillips	109,498	706	706	706	706	706		614	87%
Smith	128,764	732	732	732	732	732		770	105%
<b>Total</b>	<b>496,950</b>	<b>2,944</b>	<b>2,944</b>	<b>2,944</b>	<b>2,944</b>	<b>2,944</b>		<b>2,798</b>	<b>95.0%</b>

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

**Justification:**

**Capacity and Membership Certification:**  
  
 Superintendent \_\_\_\_\_ Date 11/18/22

  
 BOCC Chair \_\_\_\_\_ Date

Section I Attachment I.B.4 Chapel Hill-Carrboro City School Capacity (Elementary, Middle, & High)  
 (2022-23)  
 (Page 3 of 3)

**Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form**

School District: Chapel Hill-Carrboro City Schools  
 SAPFO CAPS Year: November 15, 2022 - November 14, 2023  
 Capacity and Membership Submittal Date: November 15, 2022

High School	Square Feet	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Carrboro	148,023	800	800	800	800	800		864	108%
Chapel Hill	241,111	1,520	1,520	1,620	1,620	1,620		1,601	99%
East Chapel Hill	259,869	1,515	1,515	1,515	1,515	1,515		1,446	95%
Phoenix Acad.	5,207	40	40	40	40	40		39	98%
<b>Total</b>	<b>654,210</b>	<b>3,875</b>	<b>3,875</b>	<b>3,975</b>	<b>3,975</b>	<b>3,975</b>		<b>3,950</b>	<b>99.4%</b>

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

**Justification:**

**Capacity and Membership Certification:**  
  
 Superintendent \_\_\_\_\_ Date 11/18/22

  
 BOCC Chair \_\_\_\_\_ Date

## C. Membership Date

1. ***Responsible Entity for Suggesting Change*** – Change can be effectuated only by amendment to Memorandum of Understanding (MOU) by all SAPFO partners. The Planning Directors, School Representatives, and Technical Advisory Committee (SAPFOTAC) may advise if a change in date would improve the reporting or timeliness of the report.
2. ***Definition*** – The date at which student membership is calculated. This date is updated each year and also serves as the basis for projections along with the history from previous years. “For purposes of this Memorandum, the term "school membership" means the actual number of students attending school as of November 15 of each year. The figure is determined by considering the number of students enrolled (i.e. registered, regardless of whether a student is no longer attending school) and making adjustments for withdrawals, dropouts, deaths, retentions and promotions. Students who are merely absent from class on the date membership is determined as a result of sickness or some other temporary reason are included in school membership figures. Each year the School District shall transmit its school membership to the parties to this agreement no later than five (5) school days after November 15.
3. ***Standard for:***

<b>Chapel Hill-Carrboro City School District</b>	<b>Orange County School District</b>
November 15 of each year	November 15 of each year
4. ***Analysis of Existing Conditions:***  
This will be analyzed in the future years to determine if it is an exemplary date.
5. ***Recommendation:***

<b>Chapel Hill-Carrboro City School District</b>	<b>Orange County School District</b>
No change at this time.	No change at this time.

## II. Annual Update to Schools Adequate Public Facilities Ordinance System

### A. Capital Investment Plan (CIP)

1. **Responsible Entity for Suggesting Change** – The updating of this section will be conducted by the Board of County Commissioners (BOCC) after review of the CIP requests from the School Districts. Action regarding CIP programs usually occurs during the BOCC budget Public Hearing process in the winter and spring of each year. The development of the CIP considers the conditions noted in the SAPFOTAC report released in the same CIP development year including LOS (level of service), capacity, and membership projections.
2. **Definition** – The process and resultant program to determine school needs and provide funding for new school facilities through a variety of funding mechanisms.
3. **Standard for:**

<b>Chapel Hill-Carrboro City School District</b>	<b>Orange County School District</b>
Not Applicable	Not Applicable
4. **Analysis of Existing Conditions:**  
 The MOU outlines a system of implementing the SAPFO, including issuing Certificates of Adequate Public Schools (CAPS) to new development if capacity is available. The Requests for CAPS will be evaluated using the most recently adopted Capital Investment Plan. A new Capital Investment Plan is currently under development for approval prior to June 30, 2023.
5. **Recommendation:**  
 Not subject to staff review

## B. Student Membership Projection Methodology

1. **Responsible Entity for Suggesting Change** – This section is reviewed and recommended by the Planning Directors, School Representatives, and Technical Advisory Committee (SAPFOTAC) to the BOCC for change, if necessary.
2. **Definition** – The method(s) by which student memberships are calculated for future years to determine total membership at each combined school level (Elementary, Middle, and High School) which take into consideration historical membership totals at a specific time (November 15) in the school year. These methods are also known as ‘models’.

3. **Standard for:**

**Chapel Hill-Carrboro City School District**

**Standard for:**

**Orange County School District**

Presently, the average of five models is being used: namely 3, 5, and 10-year history/cohort survival methods, Orange County Planning Department Linear Wave, and Tischler Linear methods. Attachment II.B.1 includes a description of each model.

4. **Analysis of Existing Conditions:**

Performance of the models is monitored each year. The value of a projection model is in its prediction of school level capacities at least three years in advance of capacity shortfalls so the annual Capital Investment Plan (CIP) updates can respond proactively with siting, design, and construction. Attachment II.B.1 includes a description of each model. Attachment II.B.3 shows the performance of the models for the 2022-23 school year from the prior year projection.

5. **Recommendation:**

Analysis on the accuracy of the results is showing that some models have better results in one district while others have better results in the other district. The historic growth rate is recorded by the models, but projected future growth is more difficult to accurately quantify. In all areas of the county, proposed growth is not included in the SAPFO projection system until actual students begin enrollment. The system is updated in November of each year, becoming part of the historical projection base.

STUDENT MEMBERSHIP PROJECTIONS

PROJECTION TYPE	DESCRIPTION / CHARACTERISTICS	FORMULA	ASSUMPTIONS
Tischler Linear (OCS & CHCCS)	Mathematical formula; straight line projection	$y = ((c * b)^x) + b$ y=projected population; c=historical annual change; b=base year; x= projection years	Historical growth is reflected in projected growth
OCP Linear Wave (OCS)	Mathematical linear with percent variation among school levels; reflects progressing waves of membership	$BYM + (BYI + 5(n)) = EYM \quad EYM * \%SL = EYM/SL$ BYM= base year 2nd month membership; BYI=year student membership increment base; EYM=ensuing year membership; n=projection year; %SL=% of total membership per school level (i.e. elementary, middle, high); EYM/SL=ensuing year member by school level	Base year growth reflects 10-year average; increase in BYI of 5 every other year reflects increases in housing growth; reflects buildout constraints
OCP Linear Wave (CHCCS)	Mathematical linear with percent variation among school levels; reflects progressing waves of membership	$BYM + (BYI - 15(n)) = EYM \quad EYM * \%SL = EYM/SL$ BYM= base year 2nd month membership; BYI=year student membership increment base; EYM=ensuing year membership; n=projection year; %SL=% of total membership per school level (i.e. elementary, middle, high); EYM/SL=ensuing year member by school level	Base year growth reflects 10-year average; decrease in BYI of 15 until school year 2010-2011 reflects decreases in housing growth; reflects buildout constraints
3-Year Cohort (OCS & CHCCS)	Mathematical formula that computes the average advancement rate over the previous 3 years for each grade level and then uses each rate to calculate projected membership by school level; an assumed kindergarten membership is based on birth records and/or historical growth rates	$K_n = k_{n-1} + (k_{n-1} * 0.01)$ $n=1$ $a = (\sum G_n / g_{n-1}) / 3$ $n=3$ $b = g_{n-1} (a)$ K=kindergarten membership; n=given school year; G=given grade's membership(other than kindergarten); g= previous grade's membership; a=average advancement rate; b=projected membership	Assumes a 1% annual growth rate for the kindergarten grade level; assumes the same percentage of students in each grade level graduate to the next level each year
5 year Cohort (OCS & CHCCS)	Mathematical formula that computes the average advancement rate over the previous 5 years for each grade level and then uses each rate to calculate projected membership by school level; an assumed kindergarten membership is based on birth records and/or historical growth rates	$K_n = k_{n-1} + (k_{n-1} * 0.01)$ $n=1$ $a = (\sum G_n / g_{n-1}) / 5$ $n=5$ $b = g_{n-1} (a)$ K=kindergarten membership; n=given school year; G=given grade's membership(other than kindergarten); g= previous grade's membership; a=average advancement rate; b=projected membership	Assumes a 1% annual growth rate for the kindergarten grade level; assumes the same percentage of students in each grade level graduate to the next level each year
10 year Cohort (OCS & CHCCS)	Mathematical formula that computes the average advancement rate over the previous 10 years for each grade level and then uses each rate to calculate projected membership by school level; an assumed kindergarten membership is based on birth records and/or historical growth rates	$K_n = k_{n-1} + (k_{n-1} * 0.01)$ $n=1$ $a = (\sum G_n / g_{n-1}) / 10$ $n=10$ $b = g_{n-1} (a)$ K=kindergarten membership; n=given school year; G=given grade's membership(other than kindergarten); g= previous grade's membership; a=average advancement rate; b=projected membership	Assumes a 1% annual growth rate for the kindergarten grade level; assumes the same percentage of students in each grade level graduate to the next level each year

**Orange County School District  
School Membership 2021-2022 School Year (November 13, 2021)**

	11/13/20 Actual 2020-21	2021 Report Projection for 2021-22	11/15/21 Actual 2021-22	Change between actual Nov 2020 - Nov 2021
<b>Elementary</b>	<b>3047</b>		<b>3023</b>	<b>- 24</b>
<b>Model</b>			<b>Projection is</b>	
T		3036	H13	
OCP		3128	H105	
10C		2968	L55	
5C		2966	L57	
3C		2960	L63	
<b>Average</b>		<b>3011</b>	<b>L12</b>	
	<b>11/13/20</b>		<b>11/15/21</b>	
<b>Middle</b>	<b>1654</b>		<b>1656</b>	<b>+2</b>
<b>Model</b>			<b>Projection is</b>	
T		1648	L 8	
OCP		1683	H27	
10C		1630	L 26	
5C		1613	L 43	
3C		1598	L 58	
<b>Average</b>		<b>1634</b>	<b>L 22</b>	
	<b>11/13/20</b>		<b>11/15/21</b>	
<b>High</b>	<b>2381</b>		<b>2472</b>	<b>+91</b>
<b>Model</b>			<b>Projection is</b>	
T		2372	L100	
OCP		2306	L166	
10C		2387	L85	
5C		2372	L100	
3C		2389	L83	
<b>Average</b>		<b>2365</b>	<b>L107</b>	
<b>Totals</b>	<b>11/13/20</b>		<b>11/15/21</b>	
Elementary	3047		3023	
Middle	1654		1656	
High	<u>2381</u>		<u>2472</u>	
<b>Total</b>	<b>7082</b>		<b>7151</b>	<b>+69</b>
<b>Model</b>			<b>Projection is</b>	
T		7056	L95	
OCP		7117	L34	
10C		6985	L166	
5C		6951	L200	
3C		6947	L204	
<b>Average</b>		<b>7010</b>	<b>L141</b>	

H means High  
L means Low

**Orange County School District  
School Membership 2021-2022 School Year (November 13, 2021)**

**Statistical Findings**

<i>PROJECTION TYPE ABBREVIATIONS</i>	
'TISCHLER' LINEAR (T) ORANGE COUNTY PLANNING (OCP)	10-YEAR COHORT (10C) 5-YEAR COHORT (5C) 3-YEAR COHORT (3C)

**Elementary School Level**

- Projections were mixed, ranging from 63 students below to 105 students above actual membership. On average, the projections were 12 students below actual membership.
- The membership actually decreased by 24 students between November 15, 2020 and November 14, 2021.

**Middle School Level**

- Projections were mixed, ranging from 58 students below to 27 students above actual membership. On average, the projections were 22 students below actual membership.
- The membership actually increase by 2 students between November 15, 2020 and November 14, 2021.

**High School Level**

- Projections were all low, ranging from 166 students to 83 students below actual membership. On average, the projections were 107 students below actual membership.
- The membership actually increased by 91 students between November 15, 2020 and November 14, 2021.

**TOTAL**

- The totals of all school level projections were all low, ranging from 34 to 204 students below actual membership. On average, the projections were 141 students below actual membership.
- The membership increased in total by 69 students, which is the sum of -24 at Elementary, +2 at Middle, and +91 at High.

**Chapel Hill-Carrboro City School District  
School Membership 2021-2022 School Year (November 13, 2021)**

	11/14/20 Actual 2020-21	2021 Report Projection for 2021-22	11/15/21 Actual 2021-22	Change between actual Nov 2020 - Nov 2021
<b>Elementary</b>	<b>4893</b>		<b>4738</b>	<b>- 155</b>
<b>Model</b>			<b>Projection is</b>	
T		4885	H147	
OCP		5085	H347	
10C		4732	L6	
5C		4695	L43	
3C		4644	L94	
<b>Average</b>		<b>4808</b>	<b>H70</b>	
	<b>11/14/20</b>		<b>11/15/21</b>	
<b>Middle</b>	<b>2917</b>		<b>2802</b>	<b>-115</b>
<b>Model</b>			<b>Projection is</b>	
T		2912	H110	
OCP		2890	H88	
10C		2860	H58	
5C		2859	H57	
3C		2846	H44	
<b>Average</b>		<b>2874</b>	<b>H72</b>	
	<b>11/14/20</b>		<b>11/15/21</b>	
<b>High</b>	<b>3932</b>		<b>3940</b>	<b>+ 8</b>
<b>Model</b>			<b>Projection is</b>	
T		3926	L14	
OCP		3796	L144	
10C		3925	L15	
5C		3939	L1	
3C		3933	L7	
<b>Average</b>		<b>3904</b>	<b>L36</b>	
<b>Totals</b>	<b>11/13/20</b>		<b>11/15/21</b>	
Elementary	4893		4738	
Middle	2917		2802	
High	<u>3932</u>		<u>3940</u>	
<b>Total</b>	<b>11,742</b>		<b>11,480</b>	<b>- 262</b>
<b>Model</b>			<b>Projection is</b>	
T		11,723	H243	
OCP		11,771	H291	
10C		11,517	H37	
5C		11,493	H13	
3C		11,423	H57	
<b>Average</b>		<b>11,586</b>	<b>H106</b>	

H means High  
L means Low

**Chapel Hill-Carrboro City School District  
School Membership 2021-2022 School Year (November 13, 2021)**

**Statistical Findings**

<i>PROJECTION TYPE ABBREVIATIONS</i>	
'TISCHLER' LINEAR (T) ORANGE COUNTY PLANNING (OCP)	10-YEAR COHORT (10C) 5-YEAR COHORT (5C) 3-YEAR COHORT (3C)

**Elementary School Level**

- Projections were all mixed ranging from 94 students below to 347 students above actual membership. On average, the projections were 70 students higher than the actual membership.
- The actual membership decreased by 155 students between November 15, 2020 and November 14, 2021.

**Middle School Level**

- Projections were all high, ranging from 44 students to 110 students above actual membership. On average, the projections were 72 students higher than the actual membership.
- The actual membership decreased by 115 students between November 15, 2020 and November 14, 2021.

**High School Level**

- Projections were all low, ranging from 1 students to 144 students below actual membership. On average, the projections were 36 students below actual membership.
- The actual membership increased by 8 students between November 15, 2020 and November 14, 2021.

**TOTAL**

- The totals of all school level projections were all high, ranging from 13 students to 291 students above actual membership. On average, the projections were 106 students higher than the actual membership.
- The membership decreased in total by 262 students, which is the sum of -155 at Elementary, -115 at Middle, and +8 at High.

**Orange County School District**  
**School Membership 2022-2023 School Year (November 15, 2022)**

	11/15/21 Actual 2021-22	2022 Report Projection for 2022-23	11/15/22 Actual 2022-23	Change between actual Nov 2021 - Nov 2022
<b>Elementary</b>	<b>3023</b>		<b>3059</b>	<b>+ 36</b>
<b>Model</b>			<b>Projection is</b>	
T		3012	L47	
OCP		3015	L44	
10C		2997	L62	
5C		2995	L64	
3C		2983	L76	
<b>Average</b>		<b>3000</b>	<b>L59</b>	
	<b>11/15/21</b>		<b>11/15/22</b>	
<b>Middle</b>	<b>1656</b>		<b>1598</b>	<b>- 58</b>
<b>Model</b>			<b>Projection is</b>	
T		1650	H52	
OCP		1652	H54	
10C		1613	H15	
5C		1598	0	
3C		1597	L1	
<b>Average</b>		<b>1622</b>	<b>H24</b>	
	<b>11/15/21</b>		<b>11/15/22</b>	
<b>High</b>	<b>2472</b>		<b>2487</b>	<b>+15</b>
<b>Model</b>			<b>Projection is</b>	
T		2436	L51	
OCP		2469	L18	
10C		2526	H39	
5C		2527	H40	
3C		2554	H67	
<b>Average</b>		<b>2508</b>	<b>H21</b>	
<b>Totals</b>	<b>11/15/21</b>		<b>11/15/22</b>	
Elementary	3023		3059	
Middle	1656		1598	
High	<u>2472</u>		<u>2487</u>	
<b>Total</b>	<b>7151</b>		<b>7144</b>	<b>-7</b>
<b>Model</b>			<b>Projection is</b>	
T		7098	L46	
OCP		7136	L8	
10C		7136	L8	
5C		7120	L24	
3C		7134	L10	
<b>Average</b>		<b>7130</b>	<b>L14</b>	

H means High  
L means Low

**Orange County School District  
 School Membership 2022-2023 School Year (November 15, 2022)**

**Statistical Findings**

<i>PROJECTION TYPE ABBREVIATIONS</i>	
'TISCHLER' LINEAR (T)	10-YEAR COHORT (10C)
ORANGE COUNTY PLANNING (OCP)	5-YEAR COHORT (5C)
	3-YEAR COHORT (3C)

**Elementary School Level**

- Projections were low, ranging from 44 students to 76 students below actual membership. On average, the projections were 59 students below actual membership.
- The membership actually increased by 36 students between November 15, 2021 and November 14, 2022.

**Middle School Level**

- Projections were mixed, ranging from 1 student below to 54 students above actual membership. On average, the projections were 24 students above actual membership.
- The membership actually decreased by 58 students between November 15, 2021 and November 14, 2022.

**High School Level**

- Projections were mixed, ranging from 51 students below to 67 students above actual membership. On average, the projections were 21 students above actual membership.
- The membership actually increased by 15 students between November 15, 2021 and November 14, 2022.

**TOTAL**

- The totals of all school level projections were all low, ranging from 8 to 46 students below actual membership. On average, the projections were 14 students below actual membership.
- The membership decreased in total by 7 students, which is the sum of +36 at Elementary, -58 at Middle, and +15 at High.

**Chapel Hill-Carrboro City School District  
School Membership 2022-2023 School Year (November 15, 2022)**

	11/15/21 Actual 2021-22	2022 Report Projection for 2022-23	11/15/22 Actual 2022-23	Change between actual Nov 2021 - Nov 2022
<b>Elementary</b>	<b>4738</b>		<b>4657</b>	<b>- 81</b>
<b>Model</b>			<b>Projection is</b>	
T		4710	H53	
OCP		4619	L38	
10C		4557	L100	
5C		4526	L131	
3C		4496	L161	
<b>Average</b>		<b>4582</b>	<b>L75</b>	
	<b>11/15/21</b>		<b>11/15/22</b>	
<b>Middle</b>	<b>2802</b>		<b>2798</b>	<b>- 4</b>
<b>Model</b>			<b>Projection is</b>	
T		2786	L12	
OCP		2753	L45	
10C		2736	L62	
5C		2729	L69	
3C		2709	L89	
<b>Average</b>		<b>2742</b>	<b>L56</b>	
	<b>11/15/21</b>		<b>11/15/22</b>	
<b>High</b>	<b>3940</b>		<b>3950</b>	<b>+ 10</b>
<b>Model</b>			<b>Projection is</b>	
T		3917	L33	
OCP		3840	L110	
10C		3918	L32	
5C		3940	L10	
3C		3924	L26	
<b>Average</b>		<b>3908</b>	<b>L42</b>	
<b>Totals</b>	<b>11/15/21</b>		<b>11/15/22</b>	
Elementary	4738		4657	
Middle	2802		2798	
High	3940		3950	
<b>Total</b>	<b>11,480</b>		<b>11,405</b>	<b>- 75</b>
<b>Model</b>			<b>Projection is</b>	
T		11,413	H8	
OCP		11,212	L193	
10C		11,211	L194	
5C		11,195	L210	
3C		11,129	L276	
<b>Average</b>		<b>11,232</b>	<b>L173</b>	

H means High  
L means Low

**Chapel Hill-Carrboro City School District  
School Membership 2022-2023 School Year (November 15, 2022)**

**Statistical Findings**

<i>PROJECTION TYPE ABBREVIATIONS</i>	
‘TISCHLER’ LINEAR (T) ORANGE COUNTY PLANNING (OCP)	10-YEAR COHORT (10C) 5-YEAR COHORT (5C) 3-YEAR COHORT (3C)

**Elementary School Level**

- Projections were mixed ranging from 161 students below to 53 students above actual membership. On average, the projections were 75 students below the actual membership.
- The actual membership decreased by 81 students between November 15, 2021 and November 14, 2022.

**Middle School Level**

- Projections were low, ranging from 12 students to 89 students above below membership. On average, the projections were 56 students below the actual membership.
- The actual membership decreased by 4 students between November 15, 2021 and November 14, 2022.

**High School Level**

- Projections were low, ranging from 10 students to 110 students below actual membership. On average, the projections were 42 students below actual membership.
- The actual membership increased by 10 students between November 15, 2021 and November 14, 2022.

**TOTAL**

- The totals of all school level projections were mixed, ranging from 276 students below to 8 students above actual membership. On average, the projections were 173 students below the actual membership.
- The membership decreased in total by 75 students, which is the sum of -81 at Elementary, -4 at Middle, and +10 at High.

## C. Student Membership Projections

1. **Responsible Entity for Suggesting Change** – The updating of this section will be conducted by the Planning Directors, School Representatives, and Technical Advisory Committee (SAPFOTAC) and referred to the BOCC for annual report certifications. Projections will be distributed to SAPFO partners for review and comments to the BOCC prior to certification.
2. **Definition** – The result of the average of the five student projection models represented by 10 year numerical membership projections by school level (Elementary, Middle, and High) for each school district (Chapel Hill-Carrboro City School District and Orange County School District).
3. **Standard for:**

<p><b>Chapel Hill-Carrboro City School District</b></p> <p>The 5 model average discussed in Section II.B (Student Projection Methodology). See Attachment II.C.4</p>	<p><b>Standard for:</b></p> <p><b>Orange County School District</b></p> <p>The 5 model average discussed in Section II.B (Student Projection Methodology). See Attachment II.C.3</p>
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### 4. **Analysis of Existing Conditions**

The membership figures and percentage growth on the attachments show a decrease and negative growth rate for all three school levels for both districts in the 10-year projection period. Attachment II.C.3 and Attachment II.C.4 show year-by-year percent growth and projected level of service (LOS). The projection models were updated using current (November 15, 2022) memberships. Ten years of student membership were projected thereafter.

### **Chapel Hill-Carrboro City School District**

#### **Elementary**

The previous year (2021-22) projections for November 2022 at this level were underestimated by 75 students. The actual membership decreased by 81 students. Over the previous ten years, this level has experienced a decrease in eight out of the following nine school years, including this year. Growth rates during the past ten years have ranged from -8.76% to +1.45%. The district's eleventh elementary school, Northside Elementary School, opened in 2013. Capacity was decreased in 2017-18 due to changes in class size averages for kindergarten to third grade by the

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North Carolina State Legislature. The need for an additional elementary school is not anticipated in the 10-year projection period.

### **Middle**

The previous year (2021-22) projections for November 2022 for this level were underestimated by 56 students. The actual membership decreased by 4 students. Over the previous ten years, this level has shown varying increases and decreases. Growth rates during this time period have ranged from -4.17% to +3.78%. Capacity was increased in 2014-15 with the opening of the Culbreth Middle School science wing. The need for an additional middle school is not anticipated in the 10-year projection period.

### **High School**

The previous year (2021-22) projections for November 2022 for this level were underestimated by 42 students. The actual membership increased by 10 students. Over the previous ten years, this level has experienced decreases in membership in only four of the last ten years. Growth rates during this time period have ranged from -0.90 to +4.39%. The need for additional high school capacity at Carrboro High School is not anticipated in the 10-year projection period.

## **Orange County School District**

### **Elementary**

The previous year (2021-22) projections for November 2022 at this level were underestimated by 59 students. Actual membership increased by 36 students. Over the previous ten years, this level experienced varying increases and decreases. . Growth rates during this period have ranged from -5.72% to +1.81%. Capacity was decreased in 2017-18 due to changes in class size averages for kindergarten to third grade by the North Carolina State Legislature. The need for an additional Elementary School is not anticipated in the 10-year projection period.

### **Middle**

The previous year (2021-22) projections for November 2022 for this level were overestimated by 24 students. The actual membership decreased by 58 students. Over the previous ten years, this level has experienced varying increases and decreases. . Growth rates during this period have ranged from -6.18% to +3.74%. The need for an additional Middle School is not anticipated in the 10-year projection period.

### **High School**

The previous year (2021-22) projections for November 2022 for this level were overestimated by 21 students. The actual membership increased by 15 students. This school level has experienced

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decreases in five out of the ten previous school years. Growth rates during this period ranged from -3.93% to 4.58%. In 2012-13 student membership increased by 32 while capacity decreased by 119 at Orange County High School as a result of a N.C. Department of Public Instruction (DPI) study. The need for an additional high school is not anticipated in the 10-year projection period.

**5. Recommendation:**

Use statistics as noted in 3 above

OCS Student Projections (1) (4)

Elementary

School Year	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32		
Actual	3,711	3,735	3,748	3,400	3,433	3,759	3,918	3,791	3,183	3,235	3,772	3,347	3,073												
Teacher (2)														3,012	3,001	2,995	2,979	2,989	2,977	2,945	2,954	2,973	3,012		
OC Planning														3,015	2,983	2,947	2,890	2,872	2,868	2,857	2,855	2,861	2,894		
10 Year Growth														2,987	2,988	2,952	2,941	2,970	2,959	3,029	3,010	3,090	3,121		
5 Year Growth														2,955	2,987	2,944	2,979	2,943	2,953	3,017	3,045	3,073	3,134		
3 Year Growth														2,980	2,955	2,906	2,895	2,908	2,956	2,994	3,054	3,074			
Average														3,000	2,982	2,948	2,926	2,934	2,949	2,962	2,977	2,994	3,011		
Annual Change - Increase (Decrease) in Actual & Projected Membership	46	74	63	55	30	(174)	59	(25)	(115)	22	27	(185)	(24)	(23)	(16)	(34)	(22)	8	15	13	15	17	17		
Capacity - 100% Level of Service	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,691	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	
Number of Students, Actual and Projected, Over (Under) 100% LOS	(482)	(439)	(346)	(291)	(261)	(435)	(378)	(491)	(178)	(156)	(129)	(314)	(338)	(361)	(379)	(413)	(435)	(427)	(413)	(399)	(364)	(347)	(350)		
100% Level of Service	3,679	3,679	3,679	3,679	3,676	3,679	3,679	3,679	3,629	3,629	3,629	3,629	3,629	3,629	3,629	3,629	3,629	3,629	3,629	3,629	3,629	3,629	3,629	3,629	
Number of Students, Actual and Projected, Over (Under) 105% LOS	(688)	(634)	(531)	(478)	(446)	(620)	(561)	(688)	(244)	(224)	(297)	(482)	(506)	(529)	(547)	(601)	(623)	(605)	(587)	(572)	(552)	(535)	(518)		
Actual - % Level of Service	89.5%	89.3%	89.6%	87.3%	87.0%	88.3%	89.1%	86.7%	84.7%	85.4%	86.2%	80.7%	83.5%	83.3%	83.2%	83.7%	83.7%	83.7%	83.7%	83.7%	83.7%	83.7%	83.7%	83.7%	
Average - % Level of Service														83.3%	83.2%	83.7%	83.7%	83.7%	83.7%	83.7%	83.7%	83.7%	83.7%	83.7%	
Annual Student Growth Rate (g)	1.46%	2.39%	1.92%	1.64%	3.88%	-6.07%	1.81%	-3.75%	-3.34%	0.89%	0.84%	-4.72%	-0.79%	-0.74%	-0.82%	-1.14%	-0.74%	0.28%	0.51%	0.49%	0.62%	0.67%	0.69%		

(1) Not important to look that the reflects the November 15, 2020 date of membership as outlined in the Schedule Adequacy Public Facilities Ordinance.  
 (2) The Teacher Model provided for the "Linear Method" of projections for both CHCCS and OCS. Original projections used a prior year population model included the "Linear Extrapolation Method" for CHC.  
 (3) Annual growth rate calculated using actual membership for year 2010-11 through 2020-21 and average membership for year 2021-22 through 2029.  
 (4) Class size for grade K-3 = 120 for other years 2009 through 2007-08. In accordance with 2005 School Collaboration/Work Group decision, whether the 2009-2009 school year with the opening of CHCCS Elementary #10, K-3 class size are 121 as directed by past State legislative action.  
 Capacity decreases due to change in class size ratios per House Bill 1379. (3 average class size ratios are 1:20 as directed by State legislative action)

OCS Student Projections(1)

Middle

School Year	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	
Actual	1,685	1,688	1,704	1,689	1,747	1,791	1,739	1,734	1,735	1,710	1,703	1,654	1,616											
Teacher (2)														1,650	1,644	1,625	1,622	1,620	1,620	1,614	1,617	1,601	1,636	
OC Planning														1,652	1,642	1,631	1,611	1,607	1,614	1,615	1,610	1,608	1,601	
10 Year Growth														1,613	1,604	1,595	1,599	1,576	1,525	1,486	1,512	1,527	1,543	
5 Year Growth														1,599	1,581	1,565	1,570	1,547	1,464	1,465	1,476	1,489	1,534	
3 Year Growth														1,587	1,578	1,568	1,551	1,518	1,425	1,420	1,425	1,440	1,454	
Average														1,622	1,610	1,599	1,592	1,576	1,541	1,522	1,526	1,539	1,569	
Annual Change - Increase (Decrease) in Actual & Projected Membership	44	33	8	(20)	62	16	(27)	(10)	8	49	(18)	(109)	2	(22)	(10)	(11)	(6)	(19)	(20)	(19)	2	7	6	
Capacity - 100% Level of Service	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166
Number of Students, Actual and Projected, Over (Under) 100% LOS	(501)	(499)	(462)	(482)	(419)	(444)	(427)	(442)	(436)	(387)	(403)	(512)	(510)	(544)	(556)	(567)	(574)	(591)	(625)	(644)	(640)	(633)	(627)	
100% Level of Service	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318
Number of Students, Actual and Projected, Over (Under) 107% LOS	(682)	(620)	(514)	(634)	(671)	(688)	(679)	(688)	(688)	(636)	(656)	(864)	(862)	(895)	(908)	(919)	(926)	(943)	(979)	(995)	(992)	(984)	(978)	
Actual - % Level of Service	78.9%	78.4%	78.7%	77.7%	80.7%	81.3%	80.9%	79.6%	79.3%	83.1%	81.4%	76.4%	75.5%											
Average - % Level of Service														74.9%	74.3%	73.9%	73.6%	72.7%	71.2%	70.3%	73.4%	70.9%	71.1%	
Annual Student Growth Rate (g)	4.00%	1.95%	0.26%	-1.71%	3.74%	0.89%	-1.31%	-0.86%	0.26%	2.82%	-0.90%	-4.39%	0.12%	-2.04%	-0.74%	-0.71%	-0.39%	-1.11%	-2.12%	-1.23%	0.23%	0.47%	0.41%	

(1) Not important to look that the reflects the November 15, 2020 date of membership as outlined in the Schedule Adequacy Public Facilities Ordinance.  
 (2) The Teacher Model provided for the "Linear Method" of projections for both CHCCS and OCS. Original projections used a prior year population model included the "Linear Extrapolation Method" for CHC.  
 (3) Annual growth rate calculated using actual membership for year 2010-11 through 2020-21 and average membership for year 2021-22 through 2029.

OCS Student Projections (1)

High

School Year	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2019-20	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	
Actual	2,217	2,222	2,283	2,315	2,421	2,502	2,469	2,443	2,445	2,340	2,367	2,381	2,473											
Teacher (2)														2,480	2,454	2,446	2,438	2,427	2,418	2,410	2,410	2,381	2,381	
OC Planning														2,459	2,436	2,426	2,393	2,349	2,300	2,259	2,241	2,259	2,292	
10 Year Growth														2,526	2,488	2,432	2,330	2,275	2,269	2,275	2,234	2,269	2,183	
5 Year Growth														2,527	2,488	2,415	2,284	2,226	2,209	2,208	2,172	2,143	2,095	
3 Year Growth														2,554	2,511	2,480	2,370	2,307	2,309	2,260	2,214	2,169	2,138	
Average														2,508	2,466	2,439	2,366	2,316	2,321	2,297	2,274	2,254	2,222	
Annual Change - Increase (Decrease) in Actual & Projected Membership	(5)	6	61	32	106	81	(23)	(22)	(1)	(95)	48	(16)	81	36	(47)	(26)	(79)	(44)	8	(24)	(25)	(19)	(22)	
Capacity - 100% Level of Service	2,668	2,668	2,668	2,639	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439
Number of Students, Actual and Projected, Over (Under) 100% LOS	(247)	(230)	(275)	(120)	(119)	63	99	7	6	(80)	(47)	(59)	(897)	(831)	(873)	(931)	(981)	(934)	(879)	(842)	(867)	(895)	(717)	
100% Level of Service	2,814	2,814	2,814	2,802	2,802	2,802	2,802	2,802	2,802	2,802	2,802	2,802	2,802	2,802	2,802	2,802	2,802	2,802	2,802	2,802	2,802	2,802	2,802	2,802
Number of Students, Actual and Projected, Over (Under) 110% LOS	(897)	(920)	(851)	(686)	(260)	(181)	(114)	(37)	(39)	(334)	(346)	(320)	(719)	(729)	(807)	(874)	(918)	(874)	(823)	(830)	(861)	(879)	(691)	
Actual - % Level of Service	83.1%	83.4%	85.2%	84.9%	99.2%	102.6%	101.2%	100.5%	100.2%	85.2%	86.3%	87.0%	84.1%											
Average - % Level of Service														85.0%	83.9%	82.3%	80.2%	78.9%	79.0%	79.1%	77.3%	76.7%	75.3%	
Annual Student Growth Rate (g)	-1.12%	0.23%	2.70%	1.40%	4.58%	3.35%	-1.22%	-0.83%	-0.04%	-3.97%	2.04%	-0.67%	3.02%	1.49%	-1.69%	-1.14%	-2.20%	-1.80%	0.27%	-1.93%	-1.07%	-0.86%	-1.43%	

(1) Not important to look that the reflects the November 15, 2020 date of membership as outlined in the Schedule Adequacy Public Facilities Ordinance.  
 (2) The Teacher Model provided for the "Linear Method" of projections for both CHCCS and OCS. Original projections used a prior year population model included the "Linear Extrapolation Method" for CHC.  
 (3) Annual growth rate calculated using actual membership for year 2010-11 through 2020-21 and average membership for year 2021-22 through 2029.  
 Orange High capacity decreased, per OR study  
 Cedar Ridge High School adding 100 seats

CHCCS Student Projections (1) (4)

School Year	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	
Actual	5,210	5,256	5,404	5,543	5,554	5,54	5,501	5,507	5,522	5,471	5,383	4,893	4,738	4,710	4,673	4,652	4,677	4,538	4,411	4,243	4,115	4,007	4,255	
Teacher (2)														4,619	4,552	4,473	4,338	4,221	4,275	4,281	4,199	4,173	4,188	
OC Planning														4,657	4,485	4,385	4,255	4,244	4,286	4,329	4,373	4,415	4,400	
10 Year Growth														4,620	4,452	4,310	4,195	4,144	4,189	4,228	4,270	4,313	4,302	
5 Year Growth														4,496	4,377	4,232	4,102	4,049	4,089	4,130	4,171	4,213	4,255	
Average														4,582	4,406	4,411	4,321	4,271	4,281	4,292	4,304	4,322	4,353	
Annual Change - Increase (Decrease) in Actual & Projected Membership	83	77	166	73	11	(13)	(45)	66	60	(21)	(105)	(470)	(156)	(109)	(73)	66	80	60	19	11	32	17	13	
Capacity - 100% Level of Service (LOS)	5,244	5,244	5,244	5,244	5,029	5,029	5,029	5,029	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664
Number of Students, Actual and Projected, Over (Under) 100% LOS	(25)	52	220	298	(275)	(288)	(229)	(292)	(142)	(145)	(301)	(771)	(626)	(1,062)	(1,199)	(1,255)	(1,343)	(1,345)	(1,353)	(1,373)	(1,386)	(1,342)	(1,331)	
Capacity - 100% Level of Service (LOS)	5,505	5,505	5,505	5,505	6,120	6,120	6,120	6,120	5,847	5,847	5,847	5,847	5,847	5,847	5,847	5,847	5,847	5,847	5,847	5,847	5,847	5,847	5,847	
Number of Students, Actual and Projected, Over (Under) 100% LOS	(287)	(210)	(42)	37	(58)	(673)	(619)	(653)	(428)	(478)	(884)	(1,054)	(1,259)	(1,388)	(1,442)	(1,536)	(1,626)	(1,676)	(1,666)	(1,656)	(1,643)	(1,625)	(1,614)	
Actual - % Level of Service	99.5%	101.0%	104.2%	105.7%	95.9%	95.1%	94.4%	92.5%	97.5%	95.5%	89.7%	86.4%	83.3%	81.9%	79.5%	77.9%	78.3%	74.5%	75.9%	75.9%	76.0%	75.3%	75.5%	
Average - % Level of Service	-1.87%	1.48%	3.17%	1.45%	-0.23%	-0.72%	1.20%	-0.81%	-0.92%	-1.97%	-0.76%	-3.17%	-3.30%	-1.86%	-2.10%	-2.03%	-1.15%	0.24%	0.25%	0.29%	0.49%	0.27%		
Annual Student Growth Rate (3)																								

(1) 14 Implementation Budgets include the November 16, 2020 date of membership as outlined by the School Administrative Policies Ordinance. It does not include CHCCS students attending the Hazzard School.  
 (2) The Teacher Student Ratio for the "Class Method" of projection for both CHCCS and CCS. Designation for the 100% level of service projection model is the "Class-Only" projection model.  
 (3) Annual growth rate calculated using actual membership for years 2009-10 through 2020-21 and average membership for years 2021-22 through 2031-32.  
 (4) Data cited in this table is for the school year 2009 through 2020-21. In accordance with 2008 School Administrative Policies Ordinance, effective for the 2009-10 school year with the opening of CHCCS Elementary #1, it also covers the 171 in excess of per state legislative action.

CHCCS Student Projections (1)

School Year	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Actual	2,728	2,722	2,753	2,765	2,558	2,587	2,844	2,920	2,833	2,853	3,040	3,017	3,000	2,780	2,755	2,753	2,718	2,740	2,703	2,680	2,670	2,654	2,637
Teacher (2)														2,753	2,687	2,618	2,550	2,456	2,437	2,410	2,397	2,389	2,385
OC Planning														2,738	2,620	2,544	2,458	2,445	2,422	2,408	2,391	2,380	
10 Year Growth														2,728	2,614	2,522	2,442	2,419	2,378	2,340	2,366	2,385	
5 Year Growth														2,688	2,573	2,468	2,375	2,300	2,167	2,071	1,940	1,867	
Average														2,742	2,664	2,581	2,518	2,484	2,465	2,436	2,426	2,386	2,364
Annual Change - Increase (Decrease) in Actual & Projected Membership	11	14	31	32	73	76	(17)	(15)	4	100	111	(127)	(116)	(89)	(74)	(64)	(53)	(66)	(66)	(49)	(38)	(30)	
Capacity - 100% Level of Service	2,840	2,840	2,840	2,840	2,840	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844
Number of Students, Actual and Projected, Over (Under) 100% LOS	(132)	(118)	(87)	(85)	18	(63)	(100)	(115)	(111)	(11)	100	(27)	(142)	(602)	(280)	(357)	(428)	(658)	(658)	(648)	(688)	(688)	
100% Level of Service	3,039	3,039	3,039	3,039	3,039	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	
Number of Students, Actual and Projected, Over (Under) 100% LOS	(331)	(317)	(286)	(254)	(181)	(289)	(366)	(421)	(310)	(217)	(168)	(233)	(349)	(448)	(496)	(570)	(634)	(696)	(765)	(854)	(864)	(884)	
Actual - % Level of Service	95.4%	95.9%	95.9%	95.9%	90.8%	92.7%	98.6%	92.1%	90.2%	92.0%	95.2%	95.1%	95.2%	87.2%	87.2%	87.2%	87.2%	87.2%	87.2%	87.2%	87.2%	87.2%	
Average - % Level of Service	0.41%	0.52%	1.14%	1.15%	2.67%	0.19%	-0.59%	-0.53%	0.14%	0.57%	3.76%	3.76%	-4.17%	-3.47%	-3.13%	-3.22%	-2.77%	-2.48%	-1.29%	-3.84%	-3.75%	-2.19%	0.42%
Annual Student Growth Rate (3)																							

(1) 14 Implementation Budgets include the November 16, 2020 date of membership as outlined by the School Administrative Policies Ordinance. It does not include CHCCS students attending the Hazzard School.  
 (2) The Teacher Student Ratio for the "Class Method" of projection for both CHCCS and CCS. Designation for the 100% level of service projection model is the "Class-Only" projection model.  
 (3) Annual growth rate calculated using actual membership for years 2009-10 through 2020-21 and average membership for years 2021-22 through 2031-32.

CHCCS Student Projections (1)

School Year	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Actual	3,603	3,640	3,711	3,746	3,764	3,730	3,781	3,762	3,822	3,822	3,840	3,830	3,841	3,917	3,954	3,970	3,947	3,824	3,801	3,778	3,755	3,731	3,705
Teacher (2)														3,880	3,751	3,661	3,511	3,452	3,419	3,398	3,383	3,252	3,234
OC Planning														3,818	3,677	3,584	3,434	3,377	3,301	3,276	3,211	3,112	3,085
10 Year Growth														3,940	3,811	3,649	3,498	3,416	3,401	3,402	3,366	3,148	3,005
5 Year Growth														3,874	3,678	3,501	3,350	3,240	3,202	3,197	3,052	2,803	
Average														3,908	3,860	3,801	3,723	3,698	3,616	3,429	3,269	3,169	
Annual Change - Increase (Decrease) in Actual & Projected Membership	34	34	74	82	(22)	(66)	(26)	61	165	8	8	(8)	(8)	(23)	(48)	(68)	(78)	(130)	(79)	(76)	(91)	(85)	
Capacity - 100% Level of Service	3,835	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	
Number of Students, Actual and Projected, Over (Under) 100% LOS	(230)	(236)	(165)	(76)	(111)	(146)	(174)	(113)	62	57	65	(43)	(59)	(67)	(115)	(174)	(252)	(288)	(446)	(536)	(637)	(717)	
110% Level of Service	4,219	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	
Number of Students, Actual and Projected, Over (Under) 110% LOS	(613)	(623)	(649)	(687)	(699)	(632)	(662)	(601)	(336)	(331)	(223)	(441)	(433)	(485)	(612)	(671)	(649)	(677)	(667)	(633)	(1,034)	(1,174)	
Actual - % Level of Service	84.2%	93.2%	95.8%	95.0%	97.1%	96.3%	95.6%	97.1%	101.3%	101.2%	101.7%	99.0%	99.1%	93.5%	97.1%	95.5%	93.1%	92.7%	95.4%	95.5%	91.0%	87.0%	
Average - % Level of Service	-0.68%	0.94%	2.00%	2.21%	-0.84%	-0.89%	-0.78%	1.66%	4.39%	0.13%	0.20%	-0.20%	-0.20%	-0.82%	-1.22%	-1.63%	-2.06%	-3.65%	-1.97%	-2.17%	-2.99%	-2.40%	
Annual Student Growth Rate (3)																							

(1) 14 Implementation Budgets include the November 16, 2020 date of membership as outlined by the School Administrative Policies Ordinance. It does not include CHCCS students attending the Hazzard School.  
 (2) The Teacher Student Ratio for the "Class Method" of projection for both CHCCS and CCS. Designation for the 100% level of service projection model is the "Class-Only" projection model.  
 (3) Annual growth rate calculated using actual membership for years 2009-10 through 2020-21 and average membership for years 2021-22 through 2031-32.

**OCS Student Projections (1) (4)**

Elementary	School Year	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
Actual		3,403	3,433	3,259	3,319	3,283	3,183	3,205	3,233	3,047	3,073	3,070	3,038	3,018	2,997	2,976	2,956	2,935	2,914	2,894	2,873	2,852
Teacher (2)													3,040	3,018	2,990	2,976	2,960	3,007	3,021	3,045	3,051	3,060
DC Planning													3,083	3,066	3,025	3,086	3,112	3,124	3,175	3,206	3,259	3,271
10 Year Growth													3,089	3,077	3,069	3,101	3,125	3,157	3,169	3,220	3,267	3,285
2 Year Growth													3,091	3,038	3,077	3,143	3,163	3,088	3,179	3,181	3,192	3,274
3 Year Growth													3,063	3,044	3,025	3,037	3,051	3,069	3,085	3,105	3,121	3,138
Average													3,063	3,044	3,025	3,037	3,051	3,069	3,085	3,105	3,121	3,138
Annual Change - Increase (Decrease in Actual & Projected Membership)		65	30	(174)	59	(59)	(110)	22	27	(188)	(34)	38	40	(20)	(18)	12	14	17	20	15	17	
Capacity - 100% Level of Service		3,694	3,694	3,694	3,694	3,694	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361
Number of Students, Actual and Projected, Over (Under) 100% LOS		(281)	(261)	(435)	(375)	(401)	(178)	(156)	(125)	(314)	(336)	(302)	(298)	(817)	(335)	(324)	(310)	(293)	(276)	(255)	(240)	(223)
100% Level of Service		3,879	3,879	3,879	3,879	3,879	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529
Number of Students, Actual and Projected, Over (Under) 100% LOS		(478)	(448)	(620)	(561)	(586)	(346)	(324)	(292)	(492)	(505)	(470)	(456)	(436)	(404)	(482)	(471)	(461)	(444)	(424)	(409)	(391)
Actual - % Level of Service		92.1%	92.9%	89.2%	89.9%	89.1%	94.7%	95.4%	98.2%	90.7%	90.9%	91.0%	91.1%	90.5%	90.0%	90.4%	90.8%	91.3%	91.5%	92.2%	92.9%	93.4%
Average - % Level of Service		92.1%	92.9%	89.2%	89.9%	89.1%	94.7%	95.4%	98.2%	90.7%	90.9%	91.0%	91.1%	90.5%	90.0%	90.4%	90.8%	91.3%	91.5%	92.2%	92.9%	93.4%
Annual Student Growth Rate (3)		1.64%	0.88%	-4.07%	1.81%	-1.79%	-3.45%	0.69%	0.34%	-6.72%	-0.79%	1.19%	0.13%	-0.64%	-0.60%	0.30%	0.44%	0.55%	0.57%	0.64%	0.52%	0.55%

Capacity decrease due to change in class size (40/1) per Phase III 11B  
(Average class size ratios at 1:20 as directed by State legislative action)

(1) It is important to note that this reflects the November 15, 2022 enrollment map as outlined in the Schools Attendance Public Meeting minutes.  
 (2) The Teacher Model provides the "Lower Middle" projections for both OCS and CCS. Original projections used in prior years projection models included the "Lower Elementary" model for OCS.  
 (3) Annual growth rates calculated using actual enrollment for years 2012-13 through 2020-21 and average membership for years 2021-24 through 2022-23.  
 (4) Classroom for grades K-1 + 23rd school years 2020 through 2027-28. In accordance with 2025 School Board Resolution/Ordinance, effective the 2026-2027 school year with the opening of OCS/CCS Elementary #10, K-2 class sizes will be established by State legislative action.

**OCS Student Projections(1)**

Middle	School Year	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
Actual		1,654	1,747	1,752	1,739	1,734	1,730	1,779	1,763	1,654	1,656	1,588	1,587	1,576	1,566	1,555	1,544	1,533	1,522	1,512	1,501	1,490
Teacher (2)													1,648	1,626	1,631	1,621	1,620	1,615	1,621	1,626	1,630	
DC Planning													1,576	1,575	1,560	1,569	1,561	1,554	1,570	1,582	1,589	1,613
10 Year Growth													1,563	1,554	1,572	1,585	1,564	1,540	1,558	1,567	1,583	1,599
2 Year Growth													1,568	1,550	1,552	1,560	1,513	1,478	1,488	1,497	1,512	1,527
3 Year Growth													1,558	1,578	1,584	1,584	1,565	1,544	1,551	1,556	1,564	1,574
Average													1,558	1,578	1,584	1,584	1,565	1,544	1,551	1,556	1,564	1,574
Annual Change - Increase (Decrease in Actual & Projected Membership)		(23)	63	16	(23)	(15)	6	49	(15)	(109)	2	(8)	(249)	(10)	6	20	(19)	(21)	7	6	8	19
Capacity - 100% Level of Service		2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186	2,186
Number of Students, Actual and Projected, Over (Under) 100% LOS		(482)	(419)	(404)	(427)	(442)	(438)	(407)	(403)	(512)	(510)	(569)	(579)	(639)	(660)	(660)	(661)	(622)	(616)	(610)	(602)	(600)
100% Level of Service		2,319	2,319	2,319	2,319	2,319	2,319	2,319	2,319	2,319	2,319	2,319	2,319	2,319	2,319	2,319	2,319	2,319	2,319	2,319	2,319	2,319
Number of Students, Actual and Projected, Over (Under) 100% LOS		(634)	(671)	(658)	(678)	(694)	(668)	(639)	(650)	(762)	(720)	(729)	(740)	(733)	(734)	(733)	(734)	(733)	(734)	(733)	(734)	(733)
Actual - % Level of Service		77.1%	81.7%	81.2%	80.1%	79.9%	79.6%	81.7%	81.4%	76.4%	76.4%	75.9%	73.1%	72.9%	73.1%	73.1%	72.3%	71.3%	71.6%	71.6%	72.2%	72.7%
Average - % Level of Service		77.1%	81.7%	81.2%	80.1%	79.9%	79.6%	81.7%	81.4%	76.4%	76.4%	75.9%	73.1%	72.9%	73.1%	73.1%	72.3%	71.3%	71.6%	71.6%	72.2%	72.7%
Annual Student Growth Rate (3)		-1.17%	3.74%	0.88%	-1.31%	-0.98%	0.35%	2.83%	-0.90%	-6.19%	0.12%	-3.50%	-0.60%	-0.85%	0.38%	0.02%	-1.20%	-1.33%	0.44%	0.31%	0.52%	0.64%

(1) It is important to note that this reflects the November 15, 2022 enrollment map as outlined in the Schools Attendance Public Meeting minutes.  
 (2) The Teacher Model provides the "Lower Middle" projections for both OCS and CCS. Original projections used in prior years projection models included the "Lower Elementary" model for OCS.  
 (3) Annual growth rates calculated using actual enrollment for years 2012-13 through 2020-21 and average membership for years 2021-24 through 2022-23.

**OCS Student Projections (1)**

High	School Year	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
Actual		3,315	3,421	3,503	3,499	3,448	3,445	3,349	3,329	3,261	3,472	3,470	2,470	2,453	2,437	2,420	2,403	2,386	2,369	2,353	2,336	2,319
Teacher (2)													2,415	2,397	2,348	2,327	2,339	2,338	2,356	2,383	2,363	2,400
DC Planning													2,445	2,409	2,314	2,321	2,259	2,263	2,247	2,261	2,234	2,215
10 Year Growth													2,452	2,414	2,316	2,220	2,224	2,231	2,212	2,234	2,211	2,198
2 Year Growth													2,451	2,425	2,348	2,258	2,267	2,247	2,238	2,204	2,168	2,153
3 Year Growth													2,446	2,420	2,352	2,291	2,295	2,293	2,272	2,257	2,257	2,254
Average													2,446	2,420	2,352	2,291	2,295	2,293	2,272	2,257	2,257	2,254
Annual Change - Increase (Decrease in Actual & Projected Membership)		32	106	61	(33)	(23)	(11)	(60)	48	(16)	91	15	(10)	(20)	(29)	(62)	8	(6)	(18)	9	(19)	(14)
Capacity - 100% Level of Service		2,430	2,430	2,430	2,430	2,430	2,430	2,430	2,430	2,430	2,430	2,430	2,430	2,430	2,430	2,430	2,430	2,430	2,430	2,430	2,430	2,430
Number of Students, Actual and Projected, Over (Under) 100% LOS		(124)	(145)	63	30	7	6	(55)	(45)	(68)	(487)	(462)	(403)	(619)	(607)	(649)	(640)	(648)	(661)	(652)	(671)	(635)
100% Level of Service		2,603	2,603	2,603	2,603	2,603	2,603	2,603	2,603	2,603	2,603	2,603	2,603	2,603	2,603	2,603	2,603	2,603	2,603	2,603	2,603	2,603
Number of Students, Actual and Projected, Over (Under) 100% LOS		(398)	(382)	(161)	(214)	(237)	(236)	(334)	(355)	(322)	(701)	(746)	(796)	(813)	(800)	(842)	(834)	(840)	(856)	(849)	(865)	(879)
Actual - % Level of Service		88.0%	90.3%	107.6%	101.2%	101.1%	101.2%	98.3%	98.3%	91.6%	98.1%	98.0%	83.7%	82.3%	80.0%	77.9%	76.2%	75.0%	77.5%	77.6%	77.2%	76.7%
Average - % Level of Service		88.0%	90.3%	107.6%	101.2%	101.1%	101.2%	98.3%	98.3%	91.6%	98.1%	98.0%	83.7%	82.3%	80.0%	77.9%	76.2%	75.0%	77.5%	77.6%	77.2%	76.7%
Annual Student Growth Rate (3)		1.40%	4.68%	3.95%	-1.52%	-1.52%	-0.05%	-3.33%	2.24%	-0.67%	3.62%	0.51%	-1.83%	-1.09%	-2.79%	-2.62%	0.33%	-0.24%	-0.64%	0.36%	0.64%	-0.62%

Carroll High capacity decreased, per DPI study

Carroll Ridge High School adding 500 seats

(1) It is important to note that this reflects the November 15, 2022 enrollment map as outlined in the Schools Attendance Public Meeting minutes.  
 (2) The Teacher Model provides the "Lower Middle" projections for both OCS and CCS. Original projections used in prior years projection models included the "Lower Elementary" model for OCS.  
 (3) Annual growth rates calculated using actual enrollment for years 2012-13 through 2020-21 and average membership for years 2021-24 through 2022-23.

CHCCS Student Projections (1) (4)

Elementary	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	
School Year																						
Actual	5,543	5,564	5,541	5,511	5,507	5,527	5,417	5,393	4,381	4,733	4,897											
Teacher (7)												4,824	4,591	4,558	4,525	4,492	4,459	4,426	4,393	4,360	4,327	
OC Planning												4,589	4,515	4,453	4,389	4,324	4,259	4,193	4,129	4,064	4,000	
10 Year Growth												4,582	4,493	4,394	4,371	4,307	4,241	4,166	4,091	4,016	3,941	
5 Year Growth												4,561	4,462	4,337	4,300	4,228	4,171	4,115	4,050	3,984	3,919	
3 Year Growth												4,550	4,423	4,313	4,273	4,203	4,136	4,069	4,002	3,935	3,868	
Average												4,561	4,495	4,410	4,370	4,314	4,264	4,214	4,164	4,114	4,064	
Annual Change - Increase (Decrease) in Actual & Projected Membership	79	11	(13)	(40)	66	(45)	(61)	(108)	(479)	(155)	(81)	(107)	(85)	(85)	(86)	3	11	9	17	15	13	
Capacity - 100% Level of Service (LOS)	5,244	5,829	5,829	5,829	5,829	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	
Number of Students, Actual and Projected, Over (Under) 100% LOS	299	(275)	(288)	(329)	(302)	(193)	(301)	(771)	(926)	(1,007)	(1,003)	(1,003)	(1,109)	(1,254)	(1,290)	(1,290)	(1,290)	(1,270)	(1,250)	(1,230)	(1,210)	
Capacity - 105% Level of Service (LOS)	5,506	6,120	6,120	6,120	6,120	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	
Number of Students, Actual and Projected, Over (Under) 105% LOS	37	(568)	(579)	(619)	(553)	(426)	(478)	(584)	(1,056)	(1,209)	(1,200)	(1,366)	(1,452)	(1,537)	(1,477)	(1,474)	(1,463)	(1,453)	(1,443)	(1,433)	(1,423)	
Actual - % Level of Service	105.7%	95.3%	95.1%	94.4%	95.5%	97.5%	95.6%	94.7%	89.4%	83.7%	82.2%											
Average - % Level of Service												80.0%	79.4%	77.0%	77.2%	77.2%	77.4%	77.8%	77.9%	78.1%	78.4%	
Annual Student Growth Rate (3)	1.45%	0.20%	-0.23%	-0.72%	1.20%	-0.91%	-0.92%	-1.57%	-0.76%	-3.17%	-1.71%	-1.62%	-1.87%	-1.90%	-0.89%	0.08%	0.24%	0.22%	0.39%	0.33%	0.30%	

(1) As of 10/1/2022 to note that this reflects the November 15, 2022, level of membership as defined in by the schools' respective master plans.  
 (2) The Teacher Model provides for the "Lerner Method" of projections for both CHCCS and CCS. Original projections used in prior years projects.  
 (3) Annual growth rate calculated using actual membership for years 2012-13 through 2022-23 and average membership for years 2023-24 through 2032-33.  
 (4) Class size for grades K-3 is 22 for school years 2020 through 2022-23. In accordance with 2020 School Collaborative Work Group decision, effective the 2020-2021 school year with the opening of CHCCS Elementary #10, K-3 class sizes are 1:25, as defined by local State legislative action.

Capacity decrease due to change in class size ratios per House Bill 13 (K-3 average class size ratios are 1:20 as directed by State legislative action)

Elementary School #11 opens with 500 seats

CHCCS Student Projections (1)

Middle	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	
School Year																						
Actual	2,195	2,226	2,261	2,294	2,328	2,332	2,332	2,344	2,317	2,302	2,379											
Teacher (7)												2,178	2,158	2,139	2,119	2,099	2,079	2,059	2,039	2,019	2,000	
OC Planning												2,247	2,174	2,112	2,051	2,001	1,951	1,901	1,851	1,801	1,751	
10 Year Growth												2,695	2,591	2,535	2,478	2,394	2,275	2,230	2,185	2,140	2,095	
5 Year Growth												2,683	2,587	2,529	2,500	2,472	2,445	2,418	2,391	2,364	2,337	
3 Year Growth												2,650	2,557	2,472	2,425	2,368	2,356	2,305	2,158	2,127	2,100	
Average												2,710	2,621	2,577	2,530	2,462	2,390	2,319	2,222	2,231	2,230	
Annual Change - Increase (Decrease) in Actual & Projected Membership	32	73	76	(17)	(16)	4	100	111	(127)	(115)	(4)	(10)	(65)	(76)	(84)	(90)	(95)	(101)	(107)	(113)	(119)	
Capacity - 100% Level of Service	2,840	2,840	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	
Number of Students, Actual and Projected, Over (Under) 100% LOS	(64)	19	(92)	(130)	(115)	(111)	102	(27)	(142)	(146)	(234)	(234)	(213)	(207)	(182)	(182)	(182)	(182)	(182)	(182)	(182)	
107% Level of Service	3,039	3,039	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	
Number of Students, Actual and Projected, Over (Under) 107% LOS	(84)	(181)	(289)	(326)	(312)	(317)	(217)	(106)	(233)	(349)	(352)	(460)	(519)	(573)	(613)	(688)	(790)	(831)	(828)	(819)	(812)	
Actual - % Level of Service	98.1%	100.6%	97.2%	95.0%	95.7%	95.2%	93.0%	103.4%	99.1%	95.2%	95.0%											
Average - % Level of Service												92.1%	91.2%	87.5%	86.2%	82.3%	80.2%	78.9%	78.0%	78.7%	79.4%	
Annual Student Growth Rate (3)	1.16%	2.62%	0.19%	-0.69%	-0.69%	0.14%	3.63%	3.78%	-1.77%	-3.64%	-0.14%	-3.16%	-2.89%	-2.06%	-1.64%	-3.27%	-3.78%	-1.74%	0.13%	0.39%	0.32%	

(1) As of 10/1/2022 to note that this reflects the November 15, 2022, level of membership as defined in by the schools' respective master plans.  
 (2) The Teacher Model provides for the "Lerner Method" of projections for both CHCCS and CCS. Original projections used in prior years projects.  
 (3) Annual growth rate calculated using actual membership for years 2012-13 through 2022-23 and average membership for years 2023-24 through 2032-33.

Additional 204 new seats at Caryville Middle School

CHCCS Student Projections (1)

High	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	
School Year																						
Actual	3,798	3,764	3,730	3,711	3,700	3,927	3,932	3,940	3,931	3,940	3,990											
Teacher (7)												3,922	3,894	3,865	3,836	3,807	3,778	3,749	3,720	3,691	3,662	
OC Planning												3,860	3,770	3,685	3,600	3,510	3,420	3,330	3,240	3,150	3,060	
10 Year Growth												3,923	3,879	3,819	3,773	3,719	3,659	3,599	3,539	3,479	3,419	
5 Year Growth												3,938	3,895	3,837	3,780	3,700	3,600	3,500	3,400	3,300	3,200	
3 Year Growth												3,925	3,883	3,773	3,688	3,471	3,365	3,222	3,105	2,970	2,845	
Average												3,914	3,862	3,787	3,676	3,586	3,524	3,430	3,356	3,273	3,187	
Annual Change - Increase (Decrease) in Actual & Projected Membership	82	(32)	(68)	(99)	61	166	5	8	(8)	8	10	(28)	(52)	(64)	(72)	(80)	(73)	(64)	(74)	(83)	(92)	
Capacity - 100% Level of Service	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	
Number of Students, Actual and Projected, Over (Under) 100% LOS	(79)	(111)	(146)	(174)	(113)	52	67	65	(43)	(26)	(26)	(161)	(119)	(170)	(206)	(235)	(261)	(285)	(309)	(333)	(357)	
110% Level of Service	4,283	4,283	4,283	4,283	4,283	4,283	4,283	4,283	4,283	4,283	4,283	4,283	4,283	4,283	4,283	4,283	4,283	4,283	4,283	4,283	4,283	
Number of Students, Actual and Projected, Over (Under) 110% LOS	(487)	(499)	(520)	(553)	(501)	(326)	(331)	(223)	(441)	(423)	(223)	(469)	(511)	(576)	(636)	(696)	(756)	(816)	(876)	(936)	(996)	
Actual - % Level of Service	89.0%	91.1%	88.2%	85.5%	91.1%	111.3%	101.5%	101.7%	99.2%	96.1%	95.4%											
Average - % Level of Service												98.5%	97.1%	95.5%	92.9%	90.5%	88.1%	85.7%	83.3%	81.0%	78.7%	
Annual Student Growth Rate (3)	2.21%	-0.84%	-0.90%	-0.79%	1.65%	4.39%	0.13%	0.20%	-0.20%	0.20%	0.25%	-0.92%	-1.32%	-1.69%	-1.81%	-2.19%	-2.19%	-1.99%	-2.88%	-2.14%	-2.49%	

(1) As of 10/1/2022 to note that this reflects the November 15, 2022, level of membership as defined in by the schools' respective master plans.  
 (2) The Teacher Model provides for the "Lerner Method" of projections for both CHCCS and CCS. Original projections used in prior years projects.  
 (3) Annual growth rate calculated using actual membership for years 2012-13 through 2022-23 and average membership for years 2023-24 through 2032-33.

100 seats added to CHHS for the 2020-2021 school year

## D. Student Membership Growth Rate

1. **Responsible Entity for Suggesting Change** – The updating of this section will be conducted by the Planning Directors, School Representatives, and Technical Advisory Committee (SAPFOTAC) each year and referred to the BOCC for annual report certification. Projections will be distributed to SAPFO partners for review and comments to the BOCC prior to certification.
2. **Definition** – The annual percentage growth rate calculated from the projections resulting from the average of the five models represented by 10-year numerical membership projections by school level for each school district. This does not represent the year-by-year growth rate that may be positive or negative, but rather the average of the annual anticipated growth rates over the next 10 years.

**3. Standard for:**

**Chapel Hill-Carrboro City School District**

See Attachment II.D.2

**4. Analysis of Existing Conditions:**

**Chapel Hill-Carrboro City School District**

The membership figures and percentage growth on the attachments show continued growth at each school level within the system. Projected Average Annual Growth Rate over next ten years:

**Standard for:**

**Orange County School District**

See Attachment II.D.2

**Analysis of Existing Conditions:**

**Orange County School District**

The membership figures and percentage growth on the attachments show continued growth at each school level within the system. Projected Average Annual Growth Rate over next ten years:

School Level	Year Projection Made				
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>Elementary</b>	0.56%	0.65%	-0.23%	-0.88%	-0.47%
<b>Middle</b>	0.19%	-0.07%	-1.50%	-2.10%	-1.77%
<b>High</b>	0.16%	0.03%	-1.44%	-2.15%	-2.09%

School Level	Year Projection Made				
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>Elementary</b>	0.91%	0.84%	-0.02%	-0.04%	0.26%
<b>Middle</b>	0.28%	0.37%	-0.67%	-0.72%	-0.15%
<b>High</b>	0.21%	0.21%	-0.98%	-1.06%	0.98%

**5. Recommendation:**

**Chapel Hill-Carrboro City School District**

Use statistics as noted.

**Recommendation:**

**Orange County School District**

Use statistics as noted.

2021-2022

## Orange County Student Projections

## Elementary

School Year	2021-2022 (actual)	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030	2030- 2031	2031- 2032
Membership	3,023	3,000	2,982	2,948	2,926	2,934	2,949	2,962	2,977	2,994	3,011
Average % Increase		-0.74%	-0.62%	-1.14%	-0.74%	0.26%	0.51%	0.45%	0.52%	0.57%	0.56%

## Middle

School Year	2021-2022 (actual)	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030	2030- 2031	2031- 2032
Membership	1,656	1,622	1,610	1,599	1,592	1,575	1,541	1,522	1,526	1,533	1,539
Average % Increase		-2.04%	-0.74%	-0.71%	-0.39%	-1.11%	-2.12%	-1.23%	0.23%	0.47%	0.41%

## High School

School Year	2021-2022 (actual)	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030	2030- 2031	2031- 2032
Membership	2,472	2,508	2,466	2,438	2,358	2,315	2,321	2,297	2,272	2,254	2,222
Average % Increase		1.46%	-1.69%	-1.14%	-3.25%	-1.85%	0.27%	-1.05%	-1.07%	-0.80%	-1.43%

## Chapel Hill/Carrboro Student Projections

## Elementary

School Year	2021-2022 (actual)	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030	2030- 2031	2031- 2032
Membership	4,738	4,582	4,505	4,411	4,321	4,271	4,281	4,292	4,304	4,322	4,333
Average % Increase		-3.30%	-1.66%	-2.10%	-2.03%	-1.15%	0.24%	0.25%	0.29%	0.40%	0.27%

## Middle

School Year	2021-2022 (actual)	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030	2030- 2031	2031- 2032
Membership	2,802	2,742	2,654	2,581	2,516	2,484	2,385	2,296	2,246	2,256	2,264
Average % Increase		-2.13%	-3.22%	-2.77%	-2.48%	-1.29%	-3.98%	-3.75%	-2.15%	0.42%	0.38%

## High School

School Year	2021-2022 (actual)	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030	2030- 2031	2031- 2032
Membership	3,940	3,908	3,860	3,801	3,723	3,586	3,515	3,439	3,338	3,258	3,169
Average % Increase		-0.82%	-1.22%	-1.53%	-2.05%	-3.69%	-1.97%	-2.17%	-2.93%	-2.40%	-2.74%

Attachment II.D.1 – Orange County and Chapel Hill-Carrboro City Student Growth Rates (Chart dates from 2022-2032 based on 11/13/21 membership numbers) (2021-22)

2022-2023

Orange County Student Projections

Elementary

School Year	2022-2023 (actual)	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
Membership	3,059	3,063	3,044	3,025	3,037	3,051	3,068	3,085	3,105	3,121	3,138
Average % Increase		0.13%	-0.64%	-0.60%	0.38%	0.48%	0.55%	0.57%	0.64%	0.52%	0.55%

Middle

School Year	2022-2023 (actual)	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
Membership	1,598	1,588	1,578	1,584	1,584	1,565	1,544	1,551	1,556	1,564	1,574
Average % Increase		-0.60%	-0.65%	0.38%	-0.02%	-1.20%	-1.33%	0.44%	0.31%	0.52%	0.64%

High School

School Year	2022-2023 (actual)	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
Membership	2,487	2,446	2,420	2,352	2,291	2,299	2,293	2,278	2,287	2,268	2,254
Average % Increase		-1.63%	-1.08%	-2.79%	-2.62%	0.33%	-0.24%	-0.64%	0.38%	-0.84%	-0.62%

Chapel Hill/Carrboro Student Projections

Elementary

School Year	2022-2023 (actual)	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
Membership	4,657	4,581	4,495	4,410	4,370	4,374	4,384	4,394	4,411	4,426	4,439
Average % Increase		-1.63%	-1.87%	-1.90%	-0.89%	0.08%	0.24%	0.22%	0.39%	0.33%	0.30%

Middle

School Year	2022-2023 (actual)	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
Membership	2,798	2,710	2,631	2,577	2,538	2,452	2,360	2,319	2,322	2,331	2,338
Average % Increase		-3.16%	-2.89%	-2.06%	-1.54%	-3.37%	-3.76%	-1.74%	0.13%	0.39%	0.32%

High School

School Year	2022-2023 (actual)	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
Membership	3,950	3,914	3,862	3,797	3,676	3,596	3,524	3,430	3,356	3,273	3,197
Average % Increase		-0.92%	-1.33%	-1.66%	-3.19%	-2.19%	-1.99%	-2.68%	-2.14%	-2.48%	-2.31%

## E. Student / Housing Generation Rate

1. ***Responsible Entity for Suggesting Change*** – The updating of this section will be conducted by Planning Directors, School Representatives, and Technical Advisory Committee (SAPFOTAC) and referred to the BOCC for certification.  
Projections will be distributed to SAPFO partners for review and comments to the BOCC prior to certification.
2. ***Definition*** – Student generation rate refers to the number of public school students per housing unit constructed in each school district, as defined in the Student Generation Rate Study completed by TisherBise on October 28, 2014. Housing units include single-family detached, single family attached/duplex, multifamily, and manufactured homes.
3. ***Standard for:***

<b>Chapel Hill-Carrboro City School District</b>	<b>Orange County School District</b>
See Attachment II.E.1	See Attachment II.E.1

4. ***Analysis of Existing Conditions:***

At the January 2014 SAPFOTAC meeting, members discussed the increased number of students generated in both school districts from new development, particularly multifamily housing. The SAPFOTAC recommended further evaluation of the adopted Student Generation Rates and the impacts the number of bedrooms a particular housing type may have on student generation rates. As a result, Orange County entered into a contract with TischlerBise to update the student generation rate analysis. The new student generation rates were approved on May 19, 2015 and are shown in Attachment II.E.1. New rates from the 2014 Student Generation Rates for Orange County Schools and Chapel Hill-Carrboro School District Report are based on an inventory of recently built units from January 1, 2004 to December 31, 2013.

It should be noted that students are generated from new housing as well as from existing housing where new families have moved in. The CAPS system estimates new development impacts and associated student generation, but it is important to understand that student increases are a composite of both of these factors. This effect can be dramatic and can vary greatly between areas and districts where either new

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housing is dominant or new families move into a large inventory of existing housing stock.

**5. *Recommendation:***

No change at this time.

## TischlerBise Student Generation Rates – 2014

Chapel Hill/Carrboro Schools				
	0-3 Bedrooms	4 Bedrooms	5+ Bedrooms	Weighted Average
Single-Family Detached	0.61	0.84	1.13	0.84
	0-2 Bedrooms	3+ Bedrooms		Weighted Average
Single-Family Attached	0.27	0.42		0.38
Multifamily/Other	0.11	0.47		0.18
Manufactured Home	0.268	0.86		0.78
<b>Weight Average for Chapel Hill/Carrboro School District</b>				<b>0.49</b>

Orange County Schools				
	0-3 Bedrooms	4 Bedrooms	5+ Bedrooms	Weighted Average
Single-Family Detached	0.35	0.57	0.57	0.44
	0-2 Bedrooms	3+ Bedrooms		Weighted Average
Single-Family Attached	0.07	0.17		0.15
Multifamily/Other	0.08	0.67		0.17
Manufactured Home	0.67	0.47		0.52
<b>Weight Average for Orange County School District</b>				<b>0.37</b>

Source: Student Generation Rates for Orange County School District and Chapel Hill-Carrboro School District, TischlerBise, October 28, 2014  
Revised May 7, 2015

### **III. Flowchart of Schools Adequate Public Facilities Ordinance Process**

Abstract: The Schools Adequate Public Facilities Ordinance process has two distinct components:

#### **A. Capital Investment Plan (CIP) (Process 1)**

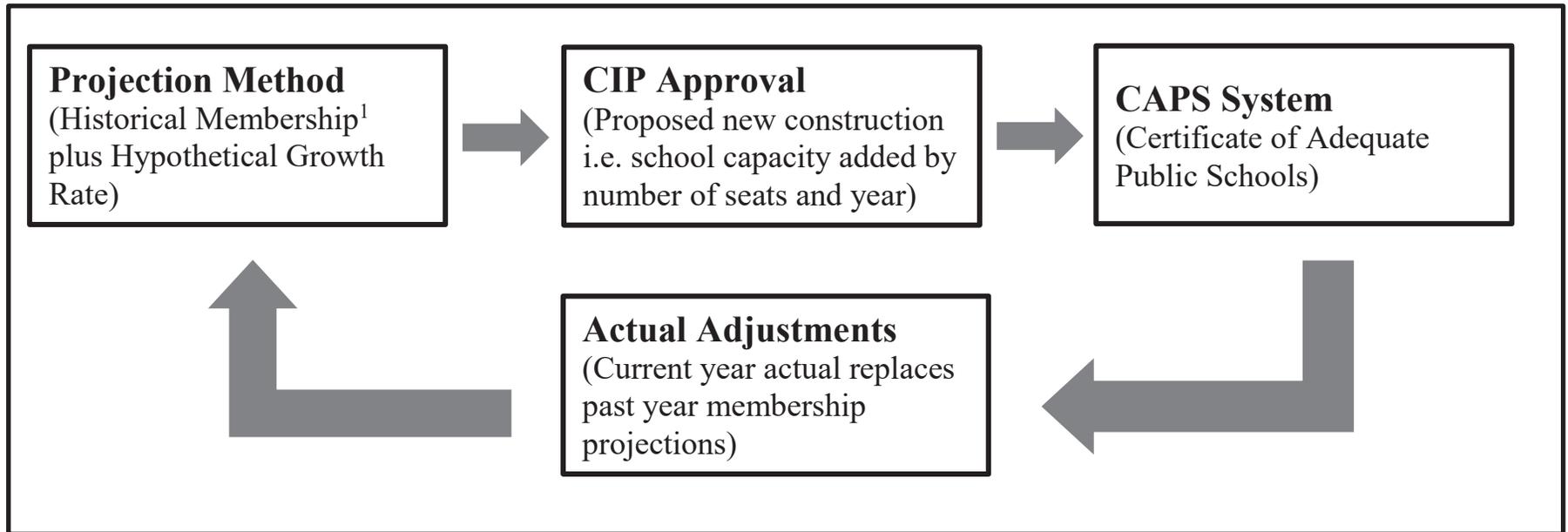
Timeframe: In November of each year, Student Membership and Building Capacity is transmitted from the school districts to the Orange County Board of Commissioners for consideration and approval and used in the following years CIP (e.g. November 15, 2022 membership numbers used to develop a CIP to be considered for adoption in June 2023).

##### **Process Framework**

1. SAPFOTAC projects future student membership from historical data, current membership and hypothetical growth rates from established methodologies.
2. School Districts and BOCC compare projections to existing capacity and proposed Capital Investment Plan.
3. SAPFOTAC forwards data and projections to all SAPFO partners.
4. School Districts develop Capital Investment Plan Needs Assessment during this process
5. The Capital Investment Plan work sessions and Public Hearings are conducted by the BOCC in the spring of each year.
6. The adoption of CIP that sets forth monies and timeframe for school construction (future capacity) by BOCC.

# School Adequate Public Facilities Ordinance

## Process 1 - Capital Investment Planning (CIP)



<sup>1</sup>Historical Membership is a product of students generated from: (1) pre-existing/approved undeveloped lots where new housing is built, (2) existing housing stock with new families/children, and (3) newly approved housing development (in the future this component will be known as CAPS approved development).

<sup>2</sup>The only part of the CAPS System (i.e., computer spreadsheet subdivision tracking) that receives data from the Process 1 CIP includes the actual membership (November 15 of preceding CIP year) and new school capacity amount (seats) in a specific year pursuant to the CIP.

## **B. Schools Adequate Public Facilities Ordinance Certificate of Adequate Public Schools (CAPS) Update (Process 2)**

Timeframe: The CAPS system is updated approximately November 15 of each year when the school districts report actual membership and ‘pre-certified’ capacity, whether it is CIP associated or prior ‘joint action’ agreement. ‘Joint action’ determinations of changes in capacity due to State rules or other non-construction related items are anticipated to be done prior to the November 15 capacity and membership reporting date. This update may reflect the Board of County Commissioners action on the earlier year Capital Investment Plan (CIP) as it affects capacity and addition of new actual fall membership. The Schools Adequate Public Facilities Ordinance Certificate of Adequate Public Schools (CAPS) stays in effect until the following year – (e.g.: November 15, 2005 to November 14, 2006).

New development is originally logged for a certain year. As the CAPS system is updated, each CAPS projection year is ‘absorbed’ by the actual estimate of a given year. Later year CAPS projections of the same development remain in the future year CAPS system accordingly. For example, if a 50-lot subdivision is issued a CAPS, 15 lots may be assigned to “Year 1,” 10 lots to “Year 2,” 10 lots to “Year 3,” 10 lots to “Year 4,” and 5 lots to “Year 5.” When “Year 1” is updated, the students generated from the 15 lots are absorbed by the actual estimate. The students generated in “Years 2, 3, 4, and 5” are held in the CAPS system and added to the appropriate year when the CAPS system is updated.

The City of Mebane is not a party to the SAPFO and does not require that CAPS be issued prior to approving development activities. Increasing development within this area of the county has the potential to encumber a significant portion of the available capacity within the Orange County School District. Although the SAPFO system is not formally regulated in Mebane, staff monitors development activity and when students enter the school system, their enrollment is calculated and used in future school projection needs.

Please note that the two processes (CIP and CAPS) are on separate, but parallel tracks. However, the CIP does create a crossover of capacity information between the two processes. For example, the SAPFO system for both school districts that will be established / initiated /

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certified each year in November and is based on prior year created and/or planned CIP capacity and current school year membership. The SAPFOTAC report including new current year membership and projections are to be used for upcoming CIP development as noted in Process 1.

**CIP Process 1** (for CIP 2023 - 2033)

November 2021 – June 2022 (using 2022 SAPFOTAC Report)

**SAPFO CAPS Process 2** (for SAPFO System 2023 – 2024)

November 2022 - November 2023

# School Adequate Public Facilities Ordinance

## Process 2 - Certificate of Adequate Public Schools (CAPS) Allocation

2023 CAPS system is effective November 15, 2022 through November 14, 2023.

The system is updated with new membership, CIP capacity changes, and any other BOCC/School District joint action approved capacity prior to November 15, 2022. This information is received within 5 days of November 15 and posted within the next 15 days. This CAPS system recalibration is retroactive to November 15, 2022.

### CAPS Allocation System

1. Certified Capacity
2. LOS Capacity
3. Actual Membership
4. Year Start Available Capacity
5. Ongoing Current Available Capacity (includes available capacity decreases from approved CAPS development by year)
6. CAPS approved development
  - a. Total units
  - b. Single Family<sup>1</sup>
  - c. Other Housing<sup>1</sup>

### CAPS System<sup>2</sup>

$$AC = SC - (ADM + ND1 + ND2 + \dots)$$

$AC \geq 0$  - Issue CAPS

$AC < 0$  - Defer CAPS to later date

<sup>1</sup> Student Generation Rates from CAPS housing type create future membership estimate. Please note that this CAPS membership future estimate is different than the projection based on historical data and projection models used in the CIP process 1. This estimate only captures new development impact, which is the component that the SAPFO can regulate.

<sup>2</sup> AC – Available Capacity - Starts at Annual Update Capacity and reduces as CAPS approved development is entered into the system.  
 SC – Certified School Level Capacity  
 ADM – Average Daily Membership  
 ND – New Development; ND1 means first approved CAPS approved development

CHCCS Student Projections (1) (4)

School Year	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	
Actual	5,543	5,554	5,541	5,501	5,567	5,522	5,471	5,363	4,893	4,738	4,657											
Tischler (2)												4,624	4,591	4,558	4,525	4,492	4,459	4,426	4,393	4,360	4,327	
OC Planning												4,588	4,515	4,450	4,386	4,338	4,294	4,229	4,201	4,201	4,165	
10 Year Growth												4,582	4,490	4,394	4,371	4,407	4,451	4,496	4,541	4,586	4,632	
5 Year Growth												4,561	4,452	4,337	4,300	4,328	4,371	4,415	4,459	4,504	4,549	
3 Year Growth												4,550	4,428	4,310	4,270	4,303	4,346	4,389	4,433	4,477	4,522	
Average												4,581	4,495	4,410	4,370	4,374	4,384	4,394	4,411	4,426	4,439	
Annual Change - Increase (Decrease) in Actual & Projected Membership	79	11	(13)	(40)	66	(45)	(51)	(108)	(470)	(155)	(81)	(157)	(86)	(85)	(39)	3	11	9	17	15	13	
Capacity - 100% Level of Service (LOS)	5,244	5,829	5,829	5,829	5,829	5,829	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664	5,664
Number of Students, Actual and Projected, Over (Under) 100% LOS	299	(275)	(289)	(323)	(262)	(142)	(173)	(301)	(771)	(926)	(1,007)	(1,083)	(1,169)	(1,254)	(1,294)	(1,290)	(1,280)	(1,270)	(1,253)	(1,238)	(1,225)	
Capacity - 105% Level of Service (LOS)	5,506	6,120	6,120	6,120	6,120	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947	5,947
Number of Students, Actual and Projected, Over (Under) 105% LOS	37	(666)	(579)	(619)	(553)	(425)	(476)	(584)	(1,054)	(1,209)	(1,290)	(1,366)	(1,452)	(1,537)	(1,577)	(1,574)	(1,563)	(1,553)	(1,536)	(1,522)	(1,508)	
Actual - % Level of Service	105.7%	95.3%	95.1%	94.4%	95.5%	97.5%	96.6%	94.7%	86.4%	83.7%	82.2%											
Average - % Level of Service												89.9%	79.4%	77.9%	77.2%	77.2%	77.4%	77.6%	77.9%	78.1%	78.4%	
Annual Student Growth Rate (3)	1.45%	0.20%	-0.23%	-0.72%	1.20%	-0.81%	-0.92%	-1.97%	-6.70%	-3.17%	-1.71%	-1.83%	-1.87%	-1.99%	-0.89%	0.08%	0.24%	0.22%	0.39%	0.33%	0.30%	

Elementary School #11 opens with 585 seats

Capacity decrease due to change in class size ratios per House Bill 13 (K-3 average class size ratios are 1:20 as directed by State legislative action)

(1) It is important to note that this reflects the November 1st, 2022 date of membership as outlined in by the schools Adequate Public Facilities Ordinance. It does not include CHCCS students attending the Hospital School.  
 (2) The Tischler Model provides for the "Linear Method" of projections for both CHCCS and OCS. Original projections used in prior years projects 2033-33  
 (4) Class sizes for grades K-3 = 1:23 for school years 2000 through 2007-08. In accordance with 2005 School Collaboration Work Group direction, effective the 2008-2009 school year with the opening of CHCCS Elementary #10, K-3 class sizes are 1:21 as directed by past State legislative action

CHCCS Student Projections (1)

School Year	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	
Actual	2,785	2,858	2,861	2,844	2,820	2,833	2,933	3,044	2,917	2,802	2,798											
Tischler (2)												2,778	2,758	2,739	2,719	2,699	2,679	2,659	2,639	2,620	2,600	
OC Planning												2,742	2,674	2,612	2,551	2,501	2,454	2,435	2,436	2,436	2,427	
10 Year Growth												2,685	2,591	2,535	2,503	2,394	2,275	2,290	2,245	2,267	2,290	
5 Year Growth												2,683	2,587	2,529	2,490	2,372	2,235	2,176	2,182	2,204	2,226	
3 Year Growth												2,660	2,547	2,472	2,425	2,293	2,156	2,095	2,106	2,127	2,149	
Average												2,710	2,631	2,577	2,538	2,452	2,360	2,319	2,322	2,331	2,338	
Annual Change - Increase (Decrease) in Actual & Projected Membership	32	73	76	(17)	(15)	4	100	111	(127)	(115)	(4)	(92)	(78)	(54)	(40)	(86)	(92)	(41)	3	9	7	
Capacity - 100% Level of Service	2,840	2,840	2,944	2,944	2,944	2,944	2,944	2,944	2,944	2,944	2,944	2,944	2,944	2,944	2,944	2,944	2,944	2,944	2,944	2,944	2,944	2,944
Number of Students, Actual and Projected, Over (Under) 100% LOS	(55)	18	(83)	(100)	(115)	(111)	(11)	100	(27)	(142)	(146)	(234)	(313)	(367)	(406)	(492)	(584)	(625)	(622)	(613)	(606)	
107% Level of Service	3,039	3,039	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150
Number of Students, Actual and Projected, Over (Under) 107% LOS	(254)	(181)	(289)	(306)	(321)	(317)	(217)	(106)	(233)	(348)	(352)	(440)	(619)	(573)	(613)	(698)	(790)	(831)	(828)	(819)	(812)	
Actual - % Level of Service	98.1%	100.6%	97.2%	96.6%	96.1%	96.2%	99.6%	103.4%	99.1%	95.2%	95.0%											
Average - % Level of Service												92.0%	89.4%	87.5%	86.2%	83.3%	80.2%	78.8%	78.9%	79.2%	79.4%	
Annual Student Growth Rate (3)	1.16%	2.62%	0.10%	-0.59%	-0.53%	0.14%	3.53%	3.78%	-4.17%	-3.94%	-0.14%	-3.16%	-2.89%	-2.06%	-1.54%	-3.37%	-3.76%	-1.74%	0.13%	0.39%	0.32%	

Additional 104 new seats at Culbreth Middle School

(1) It is important to note that this reflects the November 1st, 2022 date of membership as outlined in by the schools Adequate Public Facilities Ordinance. It does not include CHCCS students attending the Hospital School.  
 (2) The Tischler Model provides for the "Linear Method" of projections for both CHCCS and OCS. Original projections used in prior years projects 2033-33  
 (3) Average growth rate calculated using actual membership for years 2011-12 through 2022-23 and average membership for years 2023-24 through 2033-33

CHCCS Student Projections (1)

School Year	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	
Actual	3,796	3,764	3,730	3,701	3,762	3,927	3,932	3,940	3,932	3,940	3,950											
Tischler (2)												3,922	3,894	3,866	3,838	3,810	3,782	3,754	3,726	3,698	3,670	
OC Planning												3,800	3,770	3,686	3,606	3,539	3,476	3,425	3,403	3,389	3,396	
10 Year Growth												3,923	3,879	3,819	3,670	3,578	3,458	3,376	3,282	3,171	3,065	
5 Year Growth												3,938	3,895	3,837	3,680	3,580	3,499	3,371	3,264	3,135	3,009	
3 Year Growth												3,925	3,869	3,779	3,588	3,471	3,365	3,222	3,105	2,970	2,845	
Average												3,914	3,862	3,797	3,676	3,596	3,524	3,430	3,356	3,273	3,197	
Annual Change - Increase (Decrease) in Actual & Projected Membership	82	(32)	(66)	(29)	61	165	5	8	(8)	8	10	(28)	(52)	(64)	(121)	(80)	(72)	(90)	(74)	(83)	(76)	
Capacity - 100% Level of Service	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875	3,875
Number of Students, Actual and Projected, Over (Under) 100% LOS	(79)	(111)	(145)	(174)	(113)	52	57	65	(43)	(35)	(25)	(61)	(113)	(178)	(299)	(379)	(451)	(545)	(619)	(702)	(778)	
110% Level of Service	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263	4,263
Number of Students, Actual and Projected, Over (Under) 110% LOS	(467)	(499)	(533)	(562)	(501)	(336)	(331)	(323)	(441)	(433)	(423)	(459)	(611)	(575)	(696)	(777)	(848)	(943)	(1,016)	(1,100)	(1,175)	
Actual - % Level of Service	98.0%	97.1%	96.3%	95.5%	97.1%	101.3%	101.5%	101.7%	98.9%	98.1%	99.4%											
Average - % Level of Service												98.5%	97.1%	95.5%	92.5%	90.5%	88.7%	86.3%	84.4%	82.3%	80.4%	
Annual Student Growth Rate (3)	2.21%	-0.84%	-0.90%	-0.78%	1.65%	4.39%	0.13%	0.20%	-0.20%	0.20%	0.25%	-0.92%	-1.33%	-1.66%	-3.19%	-2.19%	-1.99%	-2.68%	-2.14%	-2.48%	-2.31%	

100 seats added to CHHS for the 2020-2021 school year

(1) It is important to note that this reflects the November 1st, 2022 date of membership as outlined in by the schools Adequate Public Facilities Ordinance. It does not include CHCCS students attending the Hospital School.  
 (2) The Tischler Model provides for the "Linear Method" of projections for both CHCCS and OCS. Original projections used in prior years projection models included the "Linear Extrapolation Method" for CHCC.  
 (3) Annual growth rate calculated using actual membership for years 2011-12 through 2022-23 and average membership for years 2023-24 through 2033-33

OCS Student Projections (1) (4)

Elementary	School Year	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	
Actual		3,403	3,433	3,259	3,318	3,293	3,183	3,205	3,232	3,047	3,023	3,059											
Tischler (2)													3,038	3,018	2,997	2,976	2,956	2,935	2,914	2,894	2,873	2,852	
OC Planning													3,040	3,018	2,990	2,978	2,996	3,007	3,021	3,045	3,051	3,060	
10 Year Growth													3,083	3,068	3,055	3,086	3,112	3,143	3,175	3,206	3,239	3,271	
5 Year Growth													3,088	3,077	3,069	3,101	3,126	3,157	3,188	3,220	3,252	3,285	
3 Year Growth													3,066	3,039	3,017	3,043	3,068	3,098	3,129	3,161	3,192	3,224	
Average													3,063	3,044	3,025	3,037	3,051	3,068	3,085	3,105	3,121	3,138	
Annual Change - Increase (Decrease) in Actual & Projected Membership		55	30	(174)	59	(25)	(110)	22	27	(185)	(24)	36	40	(20)	(18)	12	14	17	17	20	16	17	
Capacity - 100% Level of Service		3,694	3,694	3,694	3,694	3,694	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	3,361	
Number of Students, Actual and Projected, Over (Under) 100% LOS		(291)	(261)	(435)	(376)	(401)	(178)	(156)	(129)	(314)	(338)	(302)	(299)	(317)	(336)	(324)	(310)	(293)	(276)	(256)	(240)	(223)	
105% Level of Service		3,879	3,879	3,879	3,879	3,879	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	3,529	
Number of Students, Actual and Projected, Over (Under) 105% LOS		(476)	(446)	(620)	(561)	(586)	(346)	(324)	(287)	(482)	(506)	(470)	(466)	(486)	(504)	(492)	(478)	(461)	(444)	(424)	(408)	(391)	
Actual - % Level of Service		92.1%	92.9%	88.2%	89.8%	89.1%	94.7%	95.4%	96.2%	90.7%	89.9%	91.0%	91.1%	90.6%	90.0%	90.4%	90.8%	91.3%	91.8%	92.4%	92.9%	93.4%	
Average - % Level of Service													91.1%	90.6%	90.0%	90.4%	90.8%	91.3%	91.8%	92.4%	92.9%	93.4%	
Annual Student Growth Rate (3)		1.64%	0.88%	-5.07%	1.81%	-0.75%	-3.34%	0.69%	0.84%	-5.72%	-0.79%	1.19%	0.13%	-0.64%	-0.60%	0.38%	0.48%	0.55%	0.57%	0.64%	0.52%	0.55%	

Capacity decrease due to change in class size ratios per House Bill 13 (K-3 average class size ratios are 1:20 as directed by State legislative action)

(1) It is important to note that this reflects the November 15, 2022 date of membership as outlined in by the Schools Adequate Public Facilities Ordinance  
 (2) The Tischler Model provides for the "Linear Method" of projections for both CHCCS and OCS. Original projections used in prior years projection models included the "Linear Extrapolation Method" for CHCC  
 (3) Annual growth rate calculated using actual membership for years 2011-12 through 2022-23 and average membership for years 2023-24 through 2032-33  
 (4) Class sizes for grades K-3 = 1:23 for school years 2000 through 2007-08. In accordance with 2005 School Collaboration Work Group direction, effective the 2008-2009 school year with the opening of CHCCS Elementary #10, K-3 class sizes are 1:21 as directed by past State legislative action

OCS Student Projections(1)

Middle	School Year	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
Actual		1,684	1,747	1,762	1,739	1,724	1,730	1,779	1,763	1,654	1,656	1,598										
Tischler (2)													1,587	1,576	1,566	1,555	1,544	1,533	1,522	1,512	1,501	1,490
OC Planning													1,648	1,636	1,631	1,621	1,620	1,615	1,615	1,621	1,626	1,640
10 Year Growth													1,576	1,575	1,600	1,609	1,583	1,554	1,570	1,582	1,598	1,613
5 Year Growth													1,563	1,554	1,572	1,585	1,564	1,540	1,558	1,567	1,583	1,599
3 Year Growth													1,568	1,550	1,552	1,550	1,513	1,478	1,488	1,497	1,512	1,527
Average													1,588	1,578	1,584	1,584	1,565	1,544	1,561	1,556	1,564	1,574
Annual Change - Increase (Decrease) in Actual & Projected Membership		(20)	63	15	(23)	(15)	6	49	(16)	(109)	2	(58)	(68)	(10)	6	(0)	(19)	(21)	7	5	8	10
Capacity - 100% Level of Service		2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166	2,166
Number of Students, Actual and Projected, Over (Under) 100% LOS		(482)	(419)	(404)	(427)	(442)	(436)	(387)	(403)	(512)	(510)	(568)	(578)	(588)	(582)	(582)	(601)	(622)	(615)	(610)	(602)	(592)
107% Level of Service		2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318	2,318
Number of Students, Actual and Projected, Over (Under) 107% LOS		(634)	(571)	(556)	(579)	(594)	(588)	(539)	(555)	(664)	(662)	(720)	(729)	(740)	(733)	(734)	(753)	(774)	(767)	(762)	(754)	(744)
Actual - % Level of Service		77.7%	80.7%	81.3%	80.3%	79.6%	79.9%	82.1%	81.4%	76.4%	76.5%	73.8%	73.3%	72.9%	73.1%	73.1%	72.3%	71.3%	71.6%	71.8%	72.2%	72.7%
Average - % Level of Service													73.3%	72.9%	73.1%	73.1%	72.3%	71.3%	71.6%	71.8%	72.2%	72.7%
Annual Student Growth Rate (3)		-1.17%	3.74%	0.86%	-1.31%	-0.86%	0.35%	2.83%	-0.90%	-6.18%	0.12%	-3.50%	-0.60%	-0.65%	0.38%	-0.02%	-1.20%	-1.33%	0.44%	0.31%	0.52%	0.64%

(1) It is important to note that this reflects the November 15, 2022 date of membership as outlined in by the Schools Adequate Public Facilities Ordinance  
 (2) The Tischler Model provides for the "Linear Method" of projections for both CHCCS and OCS. Original projections used in prior years projection models included the "Linear Extrapolation Method" for CHCC  
 (3) Annual growth rate calculated using actual membership for years 2011-12 through 2022-23 and average membership for years 2023-24 through 2032-33

OCS Student Projections (1)

High	School Year	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
Actual		2,315	2,421	2,502	2,469	2,446	2,445	2,349	2,397	2,381	2,472	2,487										
Tischler (2)													2,470	2,453	2,437	2,420	2,403	2,386	2,369	2,353	2,336	2,319
OC Planning													2,415	2,397	2,348	2,327	2,336	2,339	2,356	2,383	2,393	2,400
10 Year Growth													2,445	2,409	2,314	2,231	2,256	2,263	2,247	2,261	2,254	2,215
5 Year Growth													2,452	2,414	2,316	2,220	2,234	2,231	2,212	2,234	2,211	2,196
3 Year Growth													2,451	2,427	2,348	2,256	2,265	2,247	2,206	2,204	2,164	2,138
Average													2,446	2,420	2,352	2,291	2,299	2,293	2,278	2,287	2,268	2,254
Annual Change - Increase (Decrease) in Actual & Projected Membership		32	106	81	(33)	(23)	(1)	(96)	48	(16)	91	15	(26)	(26)	(68)	(62)	8	(5)	(15)	9	(19)	(14)
Capacity - 100% Level of Service		2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,439	2,939	2,939	2,939	2,939	2,939	2,939	2,939	2,939	2,939	2,939	2,939	2,939
Number of Students, Actual and Projected, Over (Under) 100% LOS		(124)	(14)	63	30	7	6	(90)	(42)	(58)	(467)	(462)	(493)	(519)	(587)	(648)	(640)	(646)	(661)	(652)	(671)	(685)
110% Level of Service		2,683	2,683	2,683	2,683	2,683	2,683	2,683	2,683	2,683	3,233	3,233	3,233	3,233	3,233	3,233	3,233	3,233	3,233	3,233	3,233	3,233
Number of Students, Actual and Projected, Over (Under) 110% LOS		(368)	(262)	(184)	(214)	(237)	(238)	(334)	(286)	(302)	(751)	(745)	(786)	(813)	(880)	(942)	(934)	(940)	(955)	(946)	(965)	(979)
Actual - % Level of Service		94.9%	99.3%	102.6%	101.2%	100.3%	100.2%	96.3%	98.3%	97.6%	84.1%	84.6%	83.2%	82.3%	80.0%	77.9%	78.2%	78.0%	77.5%	77.8%	77.2%	76.7%
Average - % Level of Service													83.2%	82.3%	80.0%	77.9%	78.2%	78.0%	77.5%	77.8%	77.2%	76.7%
Annual Student Growth Rate (3)		1.40%	4.58%	3.35%	-1.32%	-0.93%	-0.04%	-3.93%	2.04%	-0.67%	3.82%	0.61%	-1.63%	-1.08%	-2.79%	-2.62%	0.33%	-0.24%	-0.64%	0.38%	-0.84%	-0.62%

Orange High capacity decreased, per DPI study

Cedar Ridge High School adding 500 seats.

(1) It is important to note that this reflects the November 15, 2022 date of membership as outlined in by the Schools Adequate Public Facilities Ordinance  
 (2) The Tischler Model provides for the "Linear Method" of projections for both CHCCS and OCS. Original projections used in prior years projection models included the "Linear Extrapolation Method" for CHCC  
 (3) Annual growth rate calculated using actual membership for years 2011-12 through 2022-23 and average membership for years 2023-24 through 2032-33

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** March 21, 2023

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

**SUBJECT:** Professional Services Award for Whitted Buildings HVAC Replacement

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**DEPARTMENT:** Asset Management Services,  
Finance and Administrative  
Services

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**ATTACHMENT(S):**

1. Professional Services Contract

**INFORMATION CONTACT:**

Angel Barnes, 919.245.2628  
Jovana Amaro, 919.245.2651  
Steven Arndt, 919.245.2658

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**PURPOSE:** To:

- 1) Approve the County entering into a professional service agreement with Progressive Design Collaborative, LTD of Raleigh, NC for the design and construction administration of the Richard E. Whitted Buildings A and B Heating, Ventilation, and Air Conditioning (HVAC) Replacement; and
- 2) Authorize the County Manager to execute the Agreement, subject to final review by the County Attorney, and any subsequent amendments for contingent and unforeseen requirements up to the approved budget amount on behalf of the Board.

**BACKGROUND:** On October 5, 2022, Orange County received responses to its Request for Qualifications ("RFQ") No. 367-OC5367, issued on August 24, 2022, for professional design services for the Electrical and Mechanical Engineering Design Services for the Heating, Ventilation, and Air Conditioning (HVAC) capital projects in accordance with North Carolina Procurement Law and the Federal Mini-Brooks Act governing the selection and procurement of professional services firms.

**FINANCIAL IMPACT:** The Professional Services Agreement fee to complete the design for the HVAC replacement at the Whitted Buildings A and B is \$130,000. The Board has previously approved funding for this purpose.

**SOCIAL JUSTICE IMPACT:** The following Orange County Social Justice Goal is applicable for 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.

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

- **ENERGY EFFICIENCY AND WASTE REDUCTION**

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

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

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

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

- 1) Approve the County entering into a professional service agreement with Progressive Design Collaborative, LTD of Raleigh, NC for the design and construction administration of the Richard E. Whitted Buildings A and B HVAC Replacement; and
- 2) Authorize the County Manager to execute the Agreement, subject to final review by the County Attorney, and any subsequent amendments for contingent and unforeseen requirements up to the approved budget amount on behalf of the Board.

## Attachment 1

**[Departmental Use Only]**  
**TITLE Whitted HVAC RFQ5367**  
**FY 2022-2023**

**NORTH CAROLINA**

**PROFESSIONAL SERVICES CONTRACT**

**ORANGE COUNTY**

THIS PROFESSIONAL SERVICES CONTRACT (hereinafter called "Agreement"), made as of the 3rd day of April, 2023, by and between Progressive Design Collaborative, LTD, a professional Engineering (architectural/engineering/landscape architectural-select one) firm with a partner or principal registered in North Carolina as a licensed Engineer with offices in North Carolina (hereinafter called the "Designer") and Orange County, a political subdivision of the State of North Carolina, (hereinafter called the "County," "Orange County," or "Owner").

**WITNESSETH:**

Whereas the Owner published a Request for Qualifications and the undersigned Designer submitted a responsive Statement of Qualifications evaluated and approved by Owner; and

Whereas the Designer and the Owner now wish to form and memorialize their agreement for services and for the consideration herein named do hereby agree as follows:

**ARTICLE 1**

**SCOPE OF WORK**

1.1 Scope 1.1.1 This Agreement is for professional services to be rendered by Designer to Owner with respect to a project known as Mechanical and Electrical Engineering Design Services for multiple facilities - Whitted Building A & B HVAC Replacement (herein referred to as the "Project"). The Project is located in Orange County, North Carolina. It is described more particularly in Attachment A.

1.1.2 By its execution of this Agreement, the Designer represents and agrees that it is qualified and fully capable to perform and provide professional services and other services required or necessary under this Agreement in a fully competent, professional and timely manner, and that its Consultants are also fully capable and qualified to perform and provide the services that they will provide hereunder.

1.1.3 Time is of the essence of this Agreement.

1.1.4 The services to be performed under this Agreement consist of Basic Services, as described and designated in Article 4 hereof and in Attachment B to this Agreement, and such Additional Services as are designated in Article 5 of this Agreement or as may from time-to-time be agreed upon by the Owner and Designer by Amendment or Addendum to this Agreement.

Compensation to the Designer for Basic Services under this Agreement shall be as set forth herein, and compensation for Additional Services shall be as set forth herein or in any Amendment or Addendum providing for them. All services performed by the Designer not identified as Additional Services in Article 5 or in a written Amendment or Agreement entered into by the Owner and the Designer and providing for additional compensation for such additional services relating to the Project shall be deemed to be Basic Services provided without additional compensation.

## ARTICLE 2

### DEFINITIONS

#### 2.1 Definitions

- 2.1.1 Additional Services – Those services to be performed by Designer beyond the Basic Services. See Section 1.1.4 and Article 5.
- 2.1.2 Basic Services – Those services to be performed by Designer as outlined in Attachment B. See Article 4 and Attachment B.
- 2.1.3 Compensation for Basic Services – Those fees to be paid by Owner for Basic Services. See Section 7.1 and 7.2.
- 2.1.4 Contractor – The construction contractor(s).
- 2.1.5 Consultants – Subconsultants, partners and other entities working with or on behalf of the Designer. See Section 3.3.1 and Attachment E.
- 2.1.6 Board of County Commissioners - The Board of Commissioners of Orange County, North Carolina.
- 2.1.7 County Manager - The Orange County employee bearing that title.
- 2.1.8 Milestone Dates – Those dates where certain results are expected. See Attachment D.
- 2.1.9 Project - All phases of the Project as described in Section 1.1.1 and Attachments A and B including but not limited to the schematic design, design development, construction document, bidding and contract award, construction and post-construction phases.
- 2.1.10 Reimbursable Expenses – Those costs incurred by the Designer for the benefit of this project and which the County will pay. See Section 7.5.
- 2.1.11 Total Project Cost – The total amount of money which may be paid for services on this project. See Section 4.2.1.

## ARTICLE 3

### RESPONSIBILITIES OF THE DESIGNER

#### 3.1 Services to be Provided.

- 3.1.1 The Designer shall provide the Owner with all professional services required to satisfactorily complete all phases of the Project within the time limitations set forth herein and in accordance with the highest professional standards. Such services are as shown in Attachment B, the description of services.

All services of the Designer shall be provided in accordance with the terms and conditions of this Agreement.

#### 3.2 Standard of Care

- 3.2.1 The Designer and its Consultants shall exercise reasonable care and diligence in performing their services under this Agreement in accordance with highest professional standards of similar professional design practice throughout the United States and in accordance with federal, state and local laws and regulations applicable to the performance of these services. The Designer shall serve as a

representative of the Owner in accordance with the terms and conditions of this Agreement to guard the Owner against defects and deficiencies in the Project.

3.2.2 The Designer shall be responsible for all errors or omissions, in the drawings, specifications, and other documents prepared by the Designer or its Consultants. It shall be the responsibility of the Designer throughout the period of performance under this Agreement to use reasonable professional care and judgment to guard the Owner against defects and deficiencies in the Project.

3.2.3 The Designer shall correct at no additional cost to the Owner any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts in the drawings, specifications and other documents prepared by the Designer or its Consultants.

3.2.4 The Designer shall assure that all drawings, specifications and other documents prepared by the Designer or its Consultants hereunder are in accordance with applicable laws, statutes, building codes and regulations and that all necessary or appropriate applications for approvals are submitted to federal, state and local governments or agencies in a timely manner so as not to delay the design or construction activities of the Project.

3.2.5 The Designer and its Consultants shall perform all services in a reasonably timely manner in accordance with all mutually agreed schedules for the Project or required under this Agreement, and as provided in the construction agreement and any General Conditions of the Owner's construction agreements with the contractors for the Project.

3.2.6 The Designer shall reimburse the Owner, as stipulated in 3.2.6.A and 3.2.6.B for costs, damages and expenses, including attorney's fees, incurred by the Owner when such costs, damages and expenses are the result of any error, omission or delay of the Designer or its Consultants.

A. To the extent that the aggregate cost to the Owner for all errors, premium value of omissions or delays of the Designer is less than one-half of one percent (0.5%) of the Total Project Cost, the Designer shall not be liable to the Owner for such costs.

B. If the aggregate cost to the Owner for such errors, premium value of omissions or delays of the Designer, amounts to more than one-half of one percent (0.5%) of the Total Project Cost, the Designer shall reimburse the Owner for all such costs in excess of said one-half of one percent (0.5%).

### 3.3 Designer's Consultants

3.3.1 The Designer's Consultants for the project, along with their key project personnel, are listed in Attachment E to this Agreement. No changes in the Consultants or key personnel indicated shall be permitted except with the prior written consent of the Owner.

3.3.2 All of the Designer's contracts with its Consultants shall be in writing and shall expressly provide that if this Agreement is terminated for any reason, the Owner may, at its sole option, take the assignment of the Consultants' contract with the Designer, that such assignment shall automatically take place upon notification in writing by the Owner to the Consultants and the Consultants shall continue to be bound by the contract after such assignment. A copy of each contract between the Designer and a Consultant shall be furnished to the Owner within seven (7) days of its execution.

## ARTICLE 4

### BASIC SERVICES

#### 4.1 Basic Services

4.1.1 The Designer shall perform as Basic Services the work and services described herein and in Attachment B to this Agreement.

4.1.2 The Basic Services will be performed by the Designer in the phases described in Attachment B.

4.1.3 The Owner shall have the right and option to require the Designer to prepare one separate bid packages with no additional compensation due the Designer. Such bid packages must be approved by Owner prior to submission and, at the Owner's option, may include but not be limited to:

- A. Demolition and preliminary site work;
- B. General work, plumbing, mechanical, electrical, fire protection;
- C. Landscaping and irrigation;
- D. Signage;
- E. Furniture.
- F. Water and sewer infrastructure
- G.

#### 4.2 Project Cost Estimates

4.2.1 At the times designated herein, the Designer shall develop an estimate of the total cost of the Project (the "Total Project Cost"), including Designer's fees, costs of the construction, costs of equipment, furnishings, furniture and signage, permit fees and appropriate contingencies, and exclusions, where applicable. These costs shall be prepared and submitted to the Owner substantially in the format shown in Attachment C to this Agreement, with supporting documents listing quantities, unit price, labor rates, man-hour estimates, overhead and profit. Total Project Cost shall be mutually agreed upon by Owner and Designer as noted in paragraph 4.2.4. The timing of this Total Project Cost agreement shall be identified as a milestone in Attachment D. If cost estimating is not part of the project scope, the Total Project Cost shall be specified here: [BLANK]

4.2.2 Project cost estimates shall be prepared by qualified staff members of the Designer or the authorized Project Consultants listed on Attachment E, or a qualified cost estimating Consultant to the Designer who are acceptable to the Owner.

4.2.3 Total Project Cost estimates shall be prepared at N/A points in the production of the Designer's work:

- A. At completion of            design; and
- B. At completion of            ; and
- C. At completion of            of the construction documents; and
- D.

4.2.4 If applicable per section 4.2.3, when the first of these estimates of Total Project Cost has been approved in writing by the Owner, it shall be used by the Owner as a basis for appropriating funds specifically for the Project. Once this Total Project Cost has been so approved by the Owner and the conditions of the project (cost environment, time schedule, etc.) are reasonably similar, the Designer

shall be obligated, without additional compensation, to adjust the design of the Project to assure that it remains within the approved Total Project Cost.

4.2.5 Should bidding or negotiation with contractors produce prices which, when added to the other elements of the approved Total Project Cost, produce a cost that is in excess of the approved Total Project Cost, the Designer shall participate with the Owner in negotiation and design adjustments to the extent such are necessary to obtain prices within the approved Total Project Cost. All activity of the Designer with respect to these matters shall constitute Basic Services and shall be performed by the Designer without additional compensation. If negotiation and design adjustments fail to bring costs within the Total Project Cost the Owner may reject all bids and Designer will redesign or reduce portions of the project in an effort to reduce the bid prices to within the Total Project Cost and rebid the project. All such redesign is included within Basic Services. If this second letting for bids does not produce bids that are within the approved Total Project Cost initially or after negotiations with the contractor, the Designer is not obligated to further redesign the Project.

#### 4.3 Project Conferences

4.3.1 For the duration of the development of the Project, the Designer and its Consultants shall meet periodically with the Owner. The Designer shall meet with Owner as necessary to properly fulfill the requirements of this Agreement. The minimum regularly scheduled meetings which the Designer shall be required to attend are listed below:

Site Visits required to complete the design

PreBid Meeting

PreConstruction Conference

Site Visits during construction, including final inspections

#### 4.4 Construction Administration

4.4.1 As part of Basic Services, the Designer shall provide all of the mutually agreed administrative services described in the Owner's contracts with the contractors for the Project.

## ARTICLE 5

### ADDITIONAL SERVICES

5.1 Compensation is due for Additional Services that are not otherwise included in Basic Services (Attachment B) provided by the Designer or its Consultants only when the Owner requests such Additional Services in writing and after both Owner and Designer agree to the terms of providing such Additional Services through an amendment to this Agreement.

5.1.1 Designer or its Consultants shall provide fully detailed presentation models or professional artist's renderings at the written direction and approval of the Owner, if such services are not included in Basic Services Attachment B.

5.1.2 Designer or its Consultants shall make all necessary revisions in drawings, specifications, or other documents when the drawings, specifications, or other documents are inconsistent with written approvals or instructions previously given by the Owner.

5.1.3 Designer or its Consultants shall prepare supporting data and other services in connection with a significant Owner initiated change order if Designer can demonstrate that such services cause a direct substantial increase in Designer's cost of rendering its Basic Services hereunder.

5.1.4 Designer or its Consultants shall prepare to serve and serve as an expert witness for the Owner in connection with dispute resolution, arbitration, or legal proceedings, unless the subject matter of the proceedings includes matters arising out of or related to the Designer's or Consultant's performance or service with respect to the Project; however, preparing to serve or serving as a fact witness for the Owner in such proceedings or rendering testimony necessary to secure governmental approval of zoning or land use clearances for the Project shall not constitute an Additional Service.

5.1.5 Designer or its Consultants shall provide all such services as are made necessary by the negligence or default of a Consultant or subconsultant. Such services shall be provided at no additional cost to Owner.

5.1.6 Designer or its Consultants shall provide additional or extended services during the Construction Phase made necessary by (a) defective work of Consultant(s) or contractor(s); (b) prolongation of construction past the scheduled completion date, provided the prolongation is not due to the fault or negligence of the Designer, its employees, Consultants or agents; or (c) default under the construction contract due to delinquency or insolvency.

5.1.7 Designer or its Consultants shall Provide additional services and costs necessitated by special out-of-town travel required by the Designer and approved in advance in writing by the Owner, other than visits to the Project and other than travel reasonably required to fully accomplish the Basic Services.

5.1.8 Designer, and its Consultants if necessary, shall attend special public hearings for the Project, other than those listed herein, which are called by the Board of County Commissioners.

## **ARTICLE 6**

### **DURATION OF DESIGNER'S SERVICES**

#### **6.1 Scheduling of Services**

6.1.1 Attachment D to this Agreement is the Key Milestone Listing which defines the sequence and timing of the design and construction activities. The Designer and its Consultants shall schedule and perform their activities so as to meet the Milestone Dates shown. No deviation by the Designer or his Consultants from the Key Milestone Listing shall be allowed without prior written approval by the Owner.

6.1.2 The Designer's schedule for the performance of its activities and the activities of its Consultants shall be in accordance with the outline in Attachment D. The Designer shall also prepare and submit to the Owner for review and approval a schedule of all known items of information, approvals or decisions to be furnished or made by the Owner, including the dates by which the Owner shall have all information necessary from the Designer with respect to that item, approval or decision and the date by which the item of information, approval or decision should be communicated to the Designer. The Owner shall always have a reasonable time within which to provide such item of information, approval or decision and shall not have any responsibility for any delay occurring by reason of the Owner's being unable, through no fault of the Owner, to supply such item of information, approval or decision.

6.1.3 Should the Owner determine that the Designer is behind schedule, it may require the Designer to expedite and accelerate its efforts, including providing additional manpower or overtime, as necessary, to perform its services in accordance with the Key Milestone Listing at no additional cost to the Owner.

6.1.4 The commencement date for the Designer's Basic Services shall be the date of delivery to the Designer from the Owner of a fully executed original of this Agreement.

## 6.2 Adjustments to the Schedule

6.2.1 If the Designer's work on the Project is or will be delayed for more than sixty (60) days through no fault of the Designer, or if the Owner increases or decreases the scope or size of the Project by ten percent (10%) of currently estimated Total Project Cost, the Designer shall give prompt written notice to the Owner. Provided that such notice has been given, the Designer may request in writing an adjustment in the Key Milestone Listing dates, which shall be granted by the Owner to the extent reasonable.

## ARTICLE 7

### DESIGNER'S COMPENSATION

#### 7.1 Compensation for Basic Services

7.1.1 Compensation for Basic Services shall include all compensation due the Designer from the Owner for all services under this Agreement.

#### 7.2 Breakdown of Compensation for Basic Services

Not-to-exceed Compensation for Basic Services consists of the following compensation for the following separate categories of services:

7.2.1 Schematic Design Phase. Lump Sum (*Insert Lump Sum or Time and Materials as appropriate*) fee of 0.

7.2.2 Design Development Phase. Lump Sum fee of 0.

7.2.3 Construction Document Phase. Lump sum fee of 91,000.00.

7.2.4 Bidding and Contract Award. Lump sum fee of \$6,500.00.

7.2.5 Construction Phase. Lump sum fee of \$26,000.00.

7.2.6 Post Construction Phase. Lump sum fee of \$6,500.00.

7.2.7 Additional Basic Services (Select all that apply):

fee of .

fee of .

fee of .

fee of .

### 7.3 Payment for Basic Services Rendered, as described in Attachment B

7.3.1 Payment to the Designer for Basic Services shall become due and payable as progress deliverables and categories of services are completed. Upon completion of each category, payment will be made by the Owner within 30 calendar days of receipt of an invoice which is in form and substance acceptable to the Owner. When applicable such invoice shall include supporting documentation, as designated by Owner, for any reimbursable expenses claimed by Designer. In the event the Owner finds any part or parts of all or any portion of an invoice presented by the Designer not to be acceptable, it shall identify to the Designer the part or parts which are not acceptable and shall pay the part or parts of the invoice which are acceptable, if any. This paragraph is not intended to indicate Owner satisfaction of any work or services. No deductions shall be made from the Designer's fees for basic services except in accordance with this Agreement or to reimburse the Owner for costs or expenses incurred or anticipated to be incurred for which the Designer is liable.

7.3.2 If the Owner increases or decreases the scope of the Project by two percent (2%) or more of the currently estimated Total Project Cost, the compensation for Basic Services shall be equitably adjusted.

### 7.4 Compensation for Hourly Not-to-Exceed and Additional Services

7.4.1 With respect to Hourly Not-to-Exceed Services performed by the Designer in accordance with this Agreement, the Designer shall be compensated at the hourly rates or unit pricing shown in Attachment F to this Agreement.

7.4.2 With respect to Additional Services performed by the Designer in accordance with Article 5 or any Addendum or Amendment to this Agreement, the Designer shall be compensated at the hourly rates shown in Attachment F to this Agreement, unless the Owner and the Designer otherwise agree in writing.

### 7.5 Reimbursable Expenses

7.5.1 Reimbursable expenses are in addition to the fees for the Professional Design of the HVAC systems at the Richard E. Whitted Complex to include both buildings A and B, and are for the following expenditures to the extent reasonable and actually incurred by the Designer, its employees, or Consultants with respect to the Project:

- A. NONE, or other items mutually agreed upon between the Owner and Designer as described in Attachment B. Any unit price agreements are designated in Attachment F.

7.5.2 Designer and its Consultants may be entitled to reasonable mark-up on actual expenses which are incurred subject to written approval by Owner.

### 7.6 Accounting Records

7.6.1 Accounting records of the Designer's compensation for Additional Services and Reimbursable Expenses pertaining to the Project shall be maintained by the Designer and its Consultants in accordance with generally accepted accounting practices and shall be available for inspection by the Owner or the Owner's representatives at mutually convenient times for a period of five (5) years after the later of final completion of the Project or issuance of a certificate of occupancy for the Project.

### 7.7 Total Compensation

7.7.1 Total compensation to the Designer, including Basic Services, Additional Services and Reimbursable Expenses shall not exceed One Hundred Thirty Thousand Dollars (\$130,000.00).

## ARTICLE 8

### RESPONSIBILITIES OF THE OWNER

#### 8.1 Cooperation and Coordination

8.1.1 The Owner shall meet with the Designer as necessary at mutually convenient times to provide information necessary to enable the Designer to develop a detailed written analysis and complete needs summary of the Project.

8.1.2 The Owner shall examine documents submitted by the Designer and shall make reasonable efforts to render decisions pertaining thereto no later than the dates specified in the schedule for such decisions described in Article 6.1.2.

8.1.3 Angel Barnes shall be the Owner's Construction Projects Administrator and shall act in the Owner's behalf and as its representative with respect to the Project and shall have the authority to render decisions and approve changes in the scope of the Project within guidelines established by the County Manager and the Board of County Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information. Owner may replace the individual serving as Construction Projects Administrator at any time. Should such replacement occur Designer will be so informed within a reasonable time.

#### 8.2 Surveys and Testing

8.2.1 The Owner shall furnish the Designer with a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees, and other pertinent information reasonably requested by the Designer including that concerning available service and utility lines, both public and private, above and below grade, including inverts.

8.2.2 The Owner shall provide the services of a geotechnical engineer or other consultant, or compensate for such sub-consultant services provided by the Designer, when such services are reasonably deemed necessary by the Designer, and agreed and consented to in writing by Owner, as shown on the Designer's schedule described in Article 6.1.2, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, all together with reports and appropriate professional recommendations thereof to ensure construction materials and geotechnical requirements of the construction contract are met.

8.2.3 All services, data, information, surveys and reports required of the Owner pursuant to this Article 8, shall be furnished at the Owner's expense and, absent any negligence or failure to follow professional standards on the part of Designer, the Designer shall be entitled to rely upon the accuracy and completeness of such services, data, information, surveys and reports.

#### 8.3 Permits and Approvals

8.3.1 The Owner shall secure and pay for all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The Designer shall provide the Owner with a schedule of all required approvals and of the dates by which application for such approvals must be made in order to avoid any risk of delay to the Project, prepare necessary application forms, present documents requiring approval by the Owner and submit documents with the Owner's approval to the appropriate approval agency.

## ARTICLE 9

### INSURANCE

#### 9.1 General Requirements

9.1.1 The Designer shall purchase and maintain and shall cause each of its Consultants to purchase and maintain during the period of performance of this Agreement, and for five (5) years after the later of final completion of the Project or issuance of a Certificate of Occupancy of the Project, insurance for protection from claims under workers' or workmen's compensation acts; Comprehensive General Liability Insurance (including broad form contractual liability and complete operations, explosions, collapse, and underground hazards coverage) covering claims arising out of or relating to bodily injury, including bodily injury, sickness, disease or death of any of the Designer's or Consultants' employees or any other person and to real and personal property including loss of use resulting thereof; Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering personal injury or death, and property damage; and Professional Liability Insurance, covering personal injury, bodily injury and property damage and claims arising out of or related to the performance under this Agreement by the Designer or its agents, Consultants and employees.

9.1.2 The minimum insurance ratings for any company insuring the Designer shall be Best's A-. Should the ratings of any insurance carrier insuring the Designer fall below the minimum rating, the County may, at its option, require the Designer to purchase insurance from a company whose rating meets the minimum standard.

#### 9.2 Limits of Coverage

9.2.1 Designer shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, Professional Liability Insurance, and any additional insurance as may be required by Owner's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php)). If Owner's Risk Manager determines additional insurance coverage is required such additional insurance shall be designated here N/A (if no additional insurance required leave blank or mark N/A as being not applicable). Designer shall not commence work until such insurance is in effect and certification thereof has been received by the Owner's Risk Manager.

9.2.2 All insurance policies (with the exception of Worker's Compensation and Professional Liability) required under this Agreement shall name the Owner as an additional insured party for the insurance.

#### 9.3 Proof of Coverage

9.3.1 Evidence of such insurance shall be furnished to the Owner. Upon cancellation, non-renewal or reduction, the Consultant shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

#### 9.4 Indemnity

9.4.1 To the extent authorized by North Carolina law the Designer agrees, without limitation, to indemnify and hold harmless the Owner from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily

injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Designer except to the extent same are caused by the negligence or willful misconduct of the Owner.

#### 9.5 Owner's Insurance Option

9.5.1 At any time during the performance of this Agreement, the Owner may, at its sole option, provide for itself, for the Designer and for its Consultants any or all of the insurance coverage required under the Article.

9.5.2 If the Owner elects to provide such coverage it shall notify the Designer in writing and provide to the Designer such certificate or certificates of coverage as may be applicable.

9.5.3 If the Owner elects to provide such coverage it shall be entitled to pro rata reduction in the fees for Basic Services equal to the cost of providing such coverage to the Designer and its Consultants.

### **ARTICLE 10**

#### **AMENDMENTS TO THE AGREEMENT**

#### 10.1 Changes in the Designer's Basic Services

10.1.1 Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the Owner and the Designer. The Designer shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the Owner or a written notice from the Owner directing the Designer to proceed, whichever is earlier.

#### 10.2 Owner Changes

10.2.1 The Owner may, without invalidating this Agreement, make written changes in the Designer's Basic Services or Additional Services of this Agreement by preparing and executing a Change Order. Within three (3) days of receipt of such a Change Order, the Designer shall notify the Owner in writing of any change contained therein that the Designer believes significantly increases or decreases the Designer's services with respect to the Project and request an adjustment in compensation with respect thereto. If the Change Order significantly increases or decreases the Designer's services, the Designer's compensation may be equitably adjusted.

### **ARTICLE 11**

#### **TERMINATION AND SUSPENSION**

#### 11.1 Termination for Convenience of the Owner

11.1.2 This Agreement may be terminated without cause by the Owner and for its convenience upon seven (7) days written notice to the Designer.

#### 11.2 Other Termination

11.2.1 After seven (7) days written notice to the other party of its material breach of the Agreement, this Agreement may be terminated by the noticing party, provided that the other party has not taken all reasonable actions to remedy the breach.

11.2.2 Designer 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. 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 or further cost to Owner immediately upon written notice to Designer of the unavailability or non-appropriation of public funds.

11.2.3 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 or further cost to Owner upon written notice to Designer of such limitation or change in Owner's legal authority.

11.2.4 Either party may terminate this Agreement upon notice to the other party that obligations pursuant to this Agreement are made impractical due to declarations of emergency by Orange County or by North Carolina due to events directly impacting Orange County. Both parties shall remain responsible for all payment and performance due up to the receipt of such notice, but shall have no further obligation or responsibility beyond that date provided the terminating party has taken all reasonable steps to complete the performance of its obligations.

11.2.5 Owner shall have sole authority to determine the reasonableness of Designer's actions to remedy any breach or complete performance of its obligations.

### 11.3 Compensation after Termination

11.3.1 In the event of termination for the convenience of the Owner, the Designer shall be paid that portion of its fees and expenses that it has earned to the date of termination, plus five percent (5%) of its compensation for Basic Services earned to date or of its unearned compensation for Basic Services, whichever is less, less any costs or expenses incurred or anticipated to be unearned by the Owner due to errors or omissions of the Designer.

11.3.2 In the event of termination by reason of a material breach of the Agreement by the Owner, the Designer shall be entitled to the same compensation as it would have received had the Owner terminated the Agreement for convenience, and the Designer expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all costs and damages it might incur as a result of such termination.

11.3.3 In the event of termination by reason of a material breach of the Agreement by the Designer, the Designer shall be paid that portion of its fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the Owner due to errors or omissions of the Designer or by reason of the Designer's breach of this Agreement.

11.3.4 Should this Agreement be terminated as provided under this Article 11 the Owner shall be granted, at no additional cost, ownership of all documents, drawings, and electronic databases relating to the Project, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Designer. The Designer shall turn over to the Owner within seven (7) days and in good unaltered condition reproduces of all original drawings, specifications, documents, electronic data bases and materials. In the event of such termination, and should the Owner use such drawings for completion of the Project, the Owner shall indemnify and hold the Designer harmless, to the extent authorized by North Carolina Law, from and against any cost, expense, damage or claim arising out of the loss of life, personal injury or damage to tangible property occasioned wholly or in part by any act or omission by the Owner, its contractor(s), agents or employees in connection with Owner's use of such drawings, plans, specifications, renderings, models and other work provided as part of Basic Services and Additional Services, as

may have been amended. The Designer specifically agrees to incorporate the provisions of this paragraph in all contracts for the services of Designer's Consultants. The Owner agrees that the Designer may retain one set of drawings for its records.

11.3.5 Should this Agreement be terminated, the Owner shall, nevertheless, have the right to require the Designer and its Consultants to perform such additional effort as may be necessary to provide professionally certified and sealed drawings and to deliver to the Owner such certified and sealed drawings with respect to any phase or item of the project, for which effort the Designer shall be compensated in accordance with this Agreement. Upon request of the Owner, the Designer shall submit to Owner all relevant documentation, including but not limited to, job cost records, to support its claims for final compensation.

#### 11.4 Suspension

11.4.1 The Owner may, in writing, order the Designer to suspend, delay or interrupt all or any part of its Services on the Project for the convenience of Owner.

11.4.2 In the event the Designer believes that any suspension, delay or interruption of any or all of the Work on the Project, may require an extension of the duration of Basic Services or an increase in the level of staffing by Designer, it shall so notify the Owner and propose an amendment of the Key Milestone Listing for consideration of the Owner. Such amendment or extension shall be effective only upon the written approval of the Owner, which will not be withheld unreasonably.

11.4.3 A suspension, delay or interruption of the Project shall not terminate this Agreement; provided, however, that if such suspension, delay or interruption causes a suspension of the Designer's services for a period exceeding ninety (90) days, the Designer's compensation for Basic Services may be equitably adjusted upon mutual agreement of the parties.

#### 11.5 Waiver

11.5.1 The payment of any sums by the Owner under this Agreement or the failure of the Owner to require compliance by the Designer with any provisions of this Agreement or the waiver by the Owner of any breach of this Agreement shall not constitute a waiver of any claim for damages by the Owner for any breach of this Agreement or a waiver of any other required compliance with this Agreement by the Designer.

11.5.2 Owner and Designer mutually waive any claim against each other for consequential damages. Consequential Damages include:

- A. Damages incurred by Owner for loss of use, income, financing, or business.
- B. Damages incurred by Designer for office expenses, including personnel, loss of financing, profit, income, business, damage to reputation, or any other non-direct damages.

## **ARTICLE 12**

### **ADDITIONAL PROVISIONS**

#### 12.1 Confidentiality

12.1.1 The Designer and its Consultants shall use their best efforts not to disclose or permit the disclosure of any confidential information relating to the Project, except to its agents, employees and other Consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

## 12.2 Limitation and Assignment

12.2.1 The Owner and the Designer each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the Owner nor the Designer shall assign or transfer its interest in this Agreement without the written consent of the other.

## 12.3 Governing Law

12.3.1 This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.

## 12.4 Dispute Resolution

12.4.1 Any dispute arising under pursuant to the Project shall be addressed under the terms of the Dispute Resolution Rules and Procedures for Orange County Design, Building Construction, Renovation, and Repair Projects. These rules and regulations are available upon request.

12.4.2 Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

## 12.5 Extent of Agreement

12.5.1 This Agreement represents the entire and integrated agreement between the Owner and the Designer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Designer.

## 12.6 Severability

12.6.1 If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

## 12.7 Ownership of Documents

12.7.1 All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the property of the Owner and may be used on any other project without additional compensation to the Designer. Designer does not warrant the use of the documents by the Owner or by any person or entity for any purpose other than the Project as set forth in this agreement.

## 12.8 E-Verify

12.8.1 Pursuant to the terms of North Carolina General Statutes no county may enter into a contract unless the Designer and its subconsultants comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Where applicable, failure to maintain compliance with the requirements of Article 2 of Chapter 64 of the General Statutes constitutes Designer's breach of this Agreement. By executing this Agreement Designer affirms Designer is in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes.

## 12.9 Electronic Signatures

12.9.1 This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

## 12.10 Iran Divestment and Israel Boycott

12.10.1 Designer certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 or the final boycott list created by the State Treasurer pursuant to N.C.G.S. §147-86.81 nor shall Designer utilize in the performance of this Agreement any subcontractant or consultant identified on such lists.

## 12.11 List of Attachment and Referenced Documents and Priority

12.11.1 The design documents consist of this Agreement and the attached and referenced documents. The attachment and referenced documents are listed in this Section 12.11.1 and are incorporated herein and made part of this Agreement by reference. In the event of any inconsistency between or among the terms of this Agreement and any of the incorporated listed documents such inconsistency or conflict shall be interpreted in the following order of priority:

This Agreement

Attachment A - Description of the Project

Attachment B - Description of Basic Services

Attachment C - Format of Total Project Cost Estimate(s)

Attachment D - Key Milestone Listing

Attachment E - Consultants and Key Personnel

Attachment F - Hourly Rates Schedule

Request for Qualifications

Statement of qualifications

**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:**

By: \_\_\_\_\_  
Bonnie Hammersley, County Manager  
*Printed Name and Title*

### **DESIGNER:**

By: \_\_\_\_\_  
Steve Campbell,  
*Printed Name and Title*  
Progressive Design Collaboration, Ltd.  
3101 Poplarwood Court  
Suite 320  
Raleigh, NC 2764



**ORANGE COUNTY—DEPARTMENT USE ONLY**

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Party/Vendor Name: Progressive Design Collaborative, Ltd Party/Vendor Contact Person: Steve Campbell (scampbell@pdcengineers.com) Contact Phone: 919.790.9989 Party/Vendor Address: 3101 Poplarwood Court, Ste 320 City Raleigh State: NC Zip: 27604 Department: AMS Amount: \$130,000 Purpose: Professional Design Services for the Whitted Building A & B HVAC Replacement Budget Code(s): 61370035-870000-30018 Vendor # 67031 (N/A if new vendor) Vendor is a BOCC consultant? Yes  No  Contract Type: (Check one) New  Renewal  Amendment  Effective Date April 3, 2023 Approved by Board Yes  No  Agenda Date: March 21, 2023 --- For Section XIV. c. contracts only, Approved by Board in Current FY Budget Yes  No

This agreement is approved as to technical form and content and I as Department Director affirmatively state work on this project has not been initiated prior to execution of the agreement:

**Department Director's Signature** \_\_\_\_\_ Date: \_\_\_\_\_

Agreements for emergency services or repair are not subject to the above affirmation. If services related to this agreement have already begun or been completed please briefly describe the nature of the emergency condition that was addressed: N/A

**Risk Management**

This agreement is approved for sufficiency of insurance standards, specifications, and requirements:

**Office of the Risk Management Officer** \_\_\_\_\_ Date: \_\_\_\_\_

**Financial Services**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

**Office of the Chief Financial Officer** \_\_\_\_\_ Date: \_\_\_\_\_

**Legal Services**

This agreement is approved as to legal form and sufficiency:

**Office of the County Attorney** \_\_\_\_\_ Date: \_\_\_\_\_

**Clerk to the Board**

Received for record retention:

All DocuSign contracts must be copied to the Clerk upon completion: [occlerkdocs@orangecountync.gov](mailto:occlerkdocs@orangecountync.gov)

The following signature block is for hard copies only and is not required for DocuSign contracts:

**Office of the Clerk to the Board** \_\_\_\_\_ Date: \_\_\_\_\_

#### Attachment A - Description of the Project

Provide professional services for the Richard E. Whitted Buildings "A" and "B", which includes replacing the air cooled chiller, (2) condensing boilers, all chilled water and hot water pumps, new DDC controls, one air handler unit, coils, fans, dampers in built-up air handler units, replace elevator equipment room unit, replace (5) ductless split systems, and replacing approximately (50) vav boxes.

## Attachment B - Description of Basic Services

Site Visits as required to complete the design.

Submit plans to owner and address comments as needed.

Construction drawing phase with specifications suitable for a formal/informal public bid.

Conduct pre-bid and provide addendum as needed.

Receive bids, certify bid tabulation, and provide a letter of recommendation.

Conduct a preconstruction conference.

Review shop drawings and address RFI's as needed.

Review pay applications and provide a recommendation letter.

Site visits during construction activities as required.

As-built drawings in PDF and hard copy.

Attachment C - Format of Total Project Cost Estimate

ORANGE COUNTY  
Attachment C--- Project Cost Estimate

PROJECT IDENTIFICATION: \_\_\_\_\_  
PROJECT CITY or LOCATION: \_\_\_\_\_

(Definitions/explanations are provided on pg 2 to assist in completion of this form.)

CURRENT ESTIMATED CONSTRUCTION COSTS

	QTY	UNIT	COST PER UNIT	TOTAL
A. Site Preparation				
1. Demolition				\$0
2. Site Work				\$0
B. Construction				
1. Utility Services				\$0
2. Building Construction (new space)				\$0
3. Building Construction (existing)				\$0
4. Plumbing (new space)				\$0
5. HVAC (new space)				\$0
6. Electrical (Includes TV & Radio Studio)				\$0
7. Fire Supression and Alarm Systems				\$0
8. Telephone, Data, Video				\$0
9. Associated Construction Costs				\$0
10. Other: _____				\$0
C. Equipment				
1. Fixed				\$0
2. Moveable				\$0
<b>ESTIMATED CONSTRUCTION COSTS</b>				<b>\$0</b>

Items below may be calculated by percentage or lump sum. If using lump sum, make entry in \$ field.

DESIGN FEE	_____ %	(% of Estimated Construction Costs)	\$0
PRECONSTRUCTION COSTS	_____ %	(% of Estimated Construction Costs)	\$0
CONTINGENCIES	_____ %	(% of Estimated Construction Costs)	\$0
ESTIMATED COSTS	(% of Estimated Construction Costs + Contingencies + Design Fee)		\$0
Escalation = percent per month multiplied by number of months			
(From Est. Date to mid-point of construction) = _____ months _____ % per month			
ESCALATION COST INCREASE	(Total of Estimated Costs x Escalation %)		\$0
<b>ESTIMATED TOTAL PROJECT COSTS</b>	(Estimated Costs + Escalation Cost Increase if any)		<b>\$0</b>

APPROVED BY: \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

DEFINITIONS

Item on Form	Definition
CURRENT ESTIMATED CONSTRUCTION COST	Attach basis and justification for estimate. Include description, quantities, units, special features, similar cost on recent projects, etc.
A. 1. Demolition	Includes but may not be limited to lead or asbestos testing and removal, building or interior space demolition in whole or part.
A. 2. Site Work	Includes but may not be limited to grading, excavating, poor soils or rock removal, utilities relocation, roads, walks, parking, streambank repairs, stormwater management, retaining walls, rainwater harvesting systems, landscaping.
B. 1. Utility Services	Attach explanation of any special building, mechanical, or electrical service requirements with appropriate distance to existing buildings, water, gas, electrical or other utility service.
B. 9. Associated Construction Costs	Includes but may not be limited to construction fire alarm testing, utility shut downs, utilities, signage, security, displaced parking, staging, lock cores, keys, permits.
B. 10. Other	List other significant sources of cost not included elsewhere. Additional lines may be added if needed.
PRECONSTRUCTION COSTS	Includes but may not be limited to land surveys, lead/asbestos surveys, environmental assessments, copying, postage, costs of print advertising, and destructive testing. For CM at Risk, preconstruction costs are consistent with the requirements of the preconstruction services agreement.
CONTINGENCIES	Unanticipated or unforeseen conditions including but not limited to design error and omissions, concealed site conditions, utility conflicts, and extended overhead resulting from weather or other delay.

Attachment D - Key Milestone Listing

To be determined

Attachment E - Consultants and Key Personnel

Steve W. Campbell, PE LEED AP  
Principle-in-Charge  
Client Management

Jason Vincik, PE  
PDC Senior Mechanical Engineer/Project Manager

Chris Ricard  
PDC Mechanical Designer

Jason Tomaszewski  
PDC Director of Electrical Engineering - Senior Designer

James T. Butkovich, PE  
PDC Senior Electrical Engineer

Additional resources available as needed:

Zane Weaver, PE – Full-Time Construction Administrator

Grey Smith - Electrical Designer

Michael Schulman, CMGI – Plumbing & Fire Protection Designer

David Lowry – BIM Manager

Note: If an architect or structural engineer is required, we will use Smith Sinnett Architecture and/or Lynch Mykins Structural Engineers. They are both HUB-Certified firms and have worked with PDC on numerous successful HVAC projects.

Attachment F - Hourly Rates Schedule

N/A

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** March 21, 2023

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

**SUBJECT:** Boards and Commissions - Appointments

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**DEPARTMENT:** Board of Commissioners

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**ATTACHMENT(S):**  
No attachments

**INFORMATION CONTACT:**  
Clerk's Office, 919-245-2130

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**PURPOSE:** To approve the Boards and Commissions appointments as reviewed and discussed during March 14, 2023 Work Session.

**BACKGROUND:** The following appointments are for Board approval:

- **Advisory Board on Aging**

<b>NAME</b>	<b>POSITION DESCRIPTION</b>	<b>TYPE OF APPOINTMENT TERM</b>	<b>EXPIRATION DATE</b>
Colin Austin	At-Large	One-Year Extension	06/30/2024
Jacquelyn Podger	At-Large	First Full Term	06/30/2026
Rachel Bearman	At-Large	Second Full Term	06/30/2026
Dr. Michael Joseph	At-Large	First Full Term	06/30/2025

- **Arts Commission**

<b>NAME</b>	<b>POSITION DESCRIPTION</b>	<b>TYPE OF APPOINTMENT TERM</b>	<b>EXPIRATION DATE</b>
Denise Duffy	At-Large	First Full Term	03/31/2026
Krista Bremer	At-Large	Second Full Term	03/31/2026
Linda Williamson	At-Large	Second Full Term	09/30/2025

- **Board of Equalization and Review**

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Barbara Levine	Member	Third Full Term	03/31/2025
Leon Meyers	Member	Second Full Term	03/31/2025
Tony Blake	Member	First Full Term	03/31/2025
Hunter Beattie	Alternate	Third Full Term	03/31/2025
Joy Mercer	Alternate	First Full Term	03/31/2025
Saru Salvi	Alternate	First Full Term	03/31/2025
Shannon Julian	Alternate	First Full Term	03/31/2025

**Chair Designation:**

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Leon Meyers	Chair	Full Term	03/31/2025

- **Historic Preservation Commission**

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Dr. Anne Whisnant	At-Large	First Full Term	03/31/2025
Art Menius	At-Large	First Full Term	03/31/2025
Todd Dickinson	At-Large	First Full Term	03/31/2025

- **Human Relations Commission**

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Deborah Baker	At-Large	Partial Term	06/30/2024
Jameelah Merritt	At-Large	First Full Term	06/30/2025
Lynn McGee	At-Large	Partial Term	09/30/2024
Josh Ravitch	At-Large	Partial Term	06/30/2023

- **Nursing Home Community Advisory Committee**

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Shade Little	At-Large	First Full Term	03/31/2026

- **Orange County Planning Board**

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Delores Bailey	At-Large	First Full Term (reappointment)	03/31/2026
Chris Johnston	Hillsborough Township	First Full Term	03/31/2026
Elizabeth Kalies	Chapel Hill Township	First Full Term	03/31/2026

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

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

- **GOAL: ENABLE FULL CIVIC PARTICIPATION**

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

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

**RECOMMENDATION(S):** The Manager recommends that the Board approve the recommended appointments as reviewed and discussed during the March 14, 2023 Work Session.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** March 21, 2023

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

**SUBJECT:** Change in BOCC Meeting Schedule for 2023

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**DEPARTMENT:** Board of Commissioners

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**ATTACHMENT(S):**

Revised Text Calendar  
Revised Color Calendar

**INFORMATION CONTACT:**

Laura Jensen, Clerk to the Board, 919-  
245-2130

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**PURPOSE:** To consider a change to the Board of Commissioners' meeting calendar for 2023.

**BACKGROUND:** Pursuant to North Carolina General Statute 153A-40, the Board of County Commissioners must fix the time and place of its meetings or provide a notice of any change in the Meeting Schedule.

It is proposed that the Board add a joint planning public hearing with the governing boards for the Town of Chapel Hill and Town of Carrboro on April 20, 2023. The meeting will be held in the Donna S. Baker Meeting Room at the Whitted Building in Hillsborough, NC and will begin at 7:00 p.m. There are no other proposed changes to the Board of Commissioners' 2023 meeting calendar.

**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 amend its meeting calendar for 2023 and conduct a joint planning public hearing at 7:00 p.m. on April 20, 2023 at the Donna S. Baker Meeting Room in the Whitted Building in Hillsborough, NC.

**APPROVED**  
**ORANGE COUNTY BOARD OF COMMISSIONERS**  
**MEETING CALENDAR FOR YEAR 2023**

*NOTE: All meetings will begin at 7:00 pm unless otherwise indicated*

January 17	BOCC Business Meeting	Whitted Building – Hillsborough
February 1-3	NCCCMA Winter Seminar	<b>Winston-Salem, NC</b>
February 7	BOCC Business Meeting	Whitted Building – Hillsborough
February 11-15	NACo Legislative Conference	<b>Washington, D.C.</b>
February 16	BOCC Work Session	Whitted Building – Hillsborough
February 21	BOCC Business Meeting	Whitted Building – Hillsborough
February 24	BOCC Retreat <b>9 am – 4 pm</b>	Solid Waste Management Facility – Chapel Hill
February 27	Legislative Breakfast Meeting ( <b>8:30am</b> )	Solid Waste Management Facility – Chapel Hill
March 7	BOCC Business Meeting	Whitted Building – Hillsborough
March 9	BOCC Joint Meeting with School Boards	Whitted Building – Hillsborough
March 14	BOCC Work Session	Whitted Building – Hillsborough
March 21	BOCC Business Meeting	Whitted Building – Hillsborough
April 4	BOCC Business Meeting	Whitted Building – Hillsborough
April 11	Budget Work Session – CIP	Whitted Building – Hillsborough
April 18	BOCC Business Meeting	Whitted Building – Hillsborough
April 20	Joint Planning Public Hearing	Whitted Building – Hillsborough
April 27	BOCC Joint Meeting with School Boards / Work Session	Whitted Building – Hillsborough
May 2	BOCC Business Meeting	Whitted Building – Hillsborough
May 9	BOCC Budget Public Hearing / Work Session	Whitted Building – Hillsborough
May 11	BOCC Budget Work Session	Whitted Building – Hillsborough
May 16	BOCC Business Meeting	Whitted Building – Hillsborough
May 18	BOCC Budget Work Session	Whitted Building – Hillsborough
May 23	BOCC Budget Work Session	Whitted Building – Hillsborough
June 1	BOCC Budget Public Hearing / Work Session	Whitted Building – Hillsborough
June 6	BOCC Business Meeting	Whitted Building – Hillsborough
June 8	BOCC Budget Work Session	Whitted Building – Hillsborough
June 12	Manager, Clerk, & Attorney Evaluations Closed Session	Whitted Building – Hillsborough
June 20	BOCC Business Meeting	Whitted Building – Hillsborough
June 22-24	NCCCMA Summer Seminar	<b>Wilmington, NC</b>

Revised 3/10/23

July 20-23	NACo Conference	<b>Travis County, Texas</b>
August 24-26	NCACC Conference	<b>Wake County, NC</b>
September 5	BOCC Business Meeting	Whitted Building – Hillsborough
September 12	BOCC Work Session	Southern Human Services Center – Chapel Hill
September 19	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
September 26	Joint Meeting with School Boards	Whitted Building – Hillsborough
October 3	BOCC Business Meeting	Whitted Building – Hillsborough
October 10	Joint Meeting with Fire Departments / Work Session	Whitted Building – Hillsborough
October 17	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
November 2	BOCC Business Meeting	Whitted Building – Hillsborough
November 9	BOCC Work Session	Southern Human Services Center – Chapel Hill
November 14	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
December 4	BOCC Business Meeting (Organizational Meeting)	Whitted Building – Hillsborough
December 12	BOCC Business Meeting	Southern Human Services Center – Chapel Hill

**Southern Human Services Center**, 2501 Homestead Rd., Chapel Hill

**Whitted Building**, 300 West Tryon Street, Hillsborough, N.C.

**Solid Waste Management Facility**, 1207 Eubanks Rd., Chapel Hill

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	W17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	W7	8	9	10	11
12	13	14	15	W16	17	18
19	20	W21	22	23	SW24	25
26	SW27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	W7	8	W9	10	11
12	13	W14	15	16	17	18
19	20	W21	22	23	24	25
26	27	28	29	30	31	

1-3 NCCCA Winter Seminar - Winston Salem  
 11-15 NACo Legislative Conf - Washington, DC  
 16th 7 pm Work Session  
 24th 9 am - 4 pm Retreat  
 27th 8:30 am Legislative Breakfast

9th 7 pm Joint Mtg with School Boards  
 14th 7 pm Work Session

April						
S	M	T	W	T	F	S
						1
2	3	W4	5	6	7	8
9	10	W11	12	13	14	15
16	17	W18	19	W20	21	22
23	24	25	26	W27	28	29
30						

May						
S	M	T	W	T	F	S
	1	W2	3	4	5	6
7	8	W9	10	W11	12	13
14	15	W16	17	W18	19	20
21	22	W23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				W1	2	3
4	5	W6	7	W8	9	10
11	W12	13	14	15	16	17
18	19	W20	21	22	23	24
25	26	27	28	29	30	

11th 7 pm Budget Work Session - CIP  
 20th 7 pm Joint Planning Public Hearing  
 27th 7 pm Joint Mtg with School Boards/  
 Work Session

9th 7 pm Budg Pub Hrg / Work Session  
 11th 7 pm Budget Work Session  
 18th 7 pm Budget Work Session  
 23rd 7 pm Budget Work Session

1st 7 pm Budg Pub Hrg / Work Session  
 8th 7 pm Budget Work Session  
 12th 7 pm Staff Eval Closed Session  
 22-24 NCCCA Summer Seminar - Wilmington

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
					1	2
3	4	W5	6	7	8	9
10	11	S12	13	14	15	16
17	18	S19	20	21	22	23
24	25	W26	27	28	29	30

20-23 NACo Conference - Travis Co., TX

24-26 NCACC Conference - Wake Co.

12th 7 pm Work Session  
 26th 7 pm Joint Mtg with School Boards

October						
S	M	T	W	T	F	S
1	2	W3	4	5	6	7
8	9	W10	11	12	13	14
15	16	S17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	W2	3	4
5	6	Elec7	8	S9	10	11
12	13	S14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	W4	5	6	7	8	9
10	11	S12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

10th 7 pm Joint Mtg with Fire Departments/  
 Work Session

9th 7 pm Work Session

Holidays	
BOCC Business Meetings	19
Work Sessions	8
Budget Work Sessions	5
Budget Public Hearings	2
School Boards	3
Staff Eval Closed Session	1
Legislative Breakfast	1
Retreat	1
Fire Departments	1

W Whitted Building  
 S Southern Human Serv Ctr  
 SW Solid Waste Management Facility

37 Meeting days  
 4 Two meetings same day  
**41 Total Meetings**

**Total Meetings 41**

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** March 21, 2023

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

**SUBJECT:** Alliance Health Board of Directors - Appointment

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**DEPARTMENT:** Board of Commissioners

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**ATTACHMENT(S):**  
Recommendation

**INFORMATION CONTACT:**  
Clerk's Office, 919-245-2130

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**PURPOSE:** To approve an appointment to the Alliance Health Board of Directors.

**BACKGROUND:** Orange County appoints two (2) members to the Alliance Health Board of Directors, including one member of the Orange County Board of County Commissioners and one Orange County resident. The application process for the resident position is managed by Alliance Health staff, and the Board of Directors reviews the applications and makes recommendations to the Board of County Commissioners.

On March 2, 2023, the Alliance Health Board of Directors voted unanimously to recommend the following appointment:

<b>NAME</b>	<b>POSITION DESCRIPTION</b>	<b>TYPE OF APPOINTMENT TERM</b>	<b>EXPIRATION DATE</b>
Dr. Michael Joseph	Orange County Representative	First Full Term	03/31/2025

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

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

- **GOAL: ENABLE FULL CIVIC PARTICIPATION**

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

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

**RECOMMENDATION(S):** The Manager recommends that the Board approve the recommended appointment to the Alliance Health Board of Directors.



**All Offices:**  
(919) 651-8401



**Online:**  
AllianceHealthPlan.org

March 10, 2023

Sent via Electronic Mail

Orange Board of County Commissioners  
Attn: Jamezetta Bedford, Chair  
300 West Tryon Street  
P.O. Box 8181  
Hillsborough, NC 27278  
[jbedford@orangecountync.gov](mailto:jbedford@orangecountync.gov)

RE: Request for Appointment

Dear Chair Bedford,

I am pleased to share with you and your colleagues that the Alliance Health (Alliance) Board of Directors voted unanimously at its March 2, 2023, meeting to recommend Michael C. Joseph for appointment to Alliance's Board. If appointed, Dr. Joseph's first term would be in the second Orange seat on Alliance's board, which expires March 31, 2025.

Dr. Joseph's medical background and experience in health services, especially for underserved populations closely aligns with Alliance's Mission, Vision, and Values. He would provide beneficial insight in understanding the challenges faced to provide medically necessary services for individuals Alliance serves. This insight is critical as North Carolina considers Medicaid expansion and as Alliance prepares to operate as a Tailored Plan.

We believe Dr. Joseph has a unique perspective and that his appointment to Alliance's Board would help Alliance fulfill its Mission: to improve the health and well-being of the people we serve by ensuring highly effective, community-based support and care. We respectfully encourage his appointment.

Best Regards,

A handwritten signature in black ink that reads "Lynne W. Nelson".

Lynne W. Nelson  
Board Chair

/vi

enclosures

cc: Robert Robinson, Alliance CEO  
Jean Hamilton, Orange County Commissioner/Alliance Board Member  
Laura Jenson, Clerk to the Orange Board of County Commissioners  
Tara May, Deputy Clerk to the Board

Home Office: 5200 West Paramount Parkway, Suite 200, Morrisville, NC 27560

Cumberland Office: 711 Executive Place, Fayetteville, NC 28305

Johnston Office: 521 N. Brightleaf Boulevard, Smithfield, NC 27577

Mecklenburg Office: 3205 Freedom Drive, Suite 1800, Charlotte, NC 28208



FULL



## BOARD MEMBERSHIP APPLICATION

(Application must be signed before submitting. All information on this document will be released to the public upon request.)

Please return application and supporting documents to:

Alliance Health  
Attn: Veronica Ingram, Clerk to the Board  
5200 W. Paramount Pkwy, Ste. 200  
Morrisville, NC 27560

or sign, scan and submit electronically with supporting documents to  
[VIngram@AllianceHealthPlan.org](mailto:VIngram@AllianceHealthPlan.org).

### Contact Information

Name: *Michael C. Joseph, MD, MPH*

Primary Phone Number: *919-923-3907*

Primary Email Address: *mjosephmd@nc.rr.com*

Street Address: *506 Silver Fox Circle*

City: *Hillsborough* County: *Orange* State: NC Zip: *27278*

### Eligibility to Serve

The Alliance Board holds regular monthly meetings. Some meetings take place at one of the community offices; otherwise, meetings occur at the home office in Morrisville. Board members participate on 2-3 subcommittees based on their expertise and interests. Most Board members dedicate between 6-10 hours per month on Board activities, more if they choose to serve on special projects.

Candidates for Board membership must be residents from one of the counties served by Alliance. Employees, family members of employees, or volunteers of provider agencies or vendors contracted with Alliance, or persons with a financial interest or ownership in any such agency or vendor, are not eligible to serve.

While Board members are appointed because they represent a certain community, once on the Board, their responsibility is to all individuals served by Alliance.

Are you a provider that has a contract or referral relationship with Alliance or do you work for or serve on a board of a provider that has a contract or referral relationship with Alliance? If so, please provide the name of the provider and your role.

Do you have a contract with another LME/MCO? If so, please explain. *NO*

Are you a Lobbyist under Chapter 120C of the General Statutes? If so, under what capacity? *NO*

## Desire to Serve

Based on your qualifications and experience, briefly describe how you can contribute as a Board member to help Alliance achieve its vision *to be a leader in transforming the delivery of whole person care in the public sector* [[alliancehealthplan.org/about/governance/board-of-directors/](http://alliancehealthplan.org/about/governance/board-of-directors/)]:

*I have a broad background in health services to underserved populations and experience in medical informatics.*

## Relevant Experience and Expertise

Please submit a current CV/resume with education, work experience, publications/presentations, awards/honors with your application.

Current Occupation (if applicable): *Retired (2016)*

Place of Business/Employment (if applicable): *N/A*

List any Cumberland, Durham, Johnston, Mecklenburg, Orange or Wake county committees or boards on which you presently serve: *None*

Please list any groups, organizations, or key decision-makers in North Carolina and beyond that you could serve as a liaison to/advocate for on behalf of Alliance Health.

Please review the categories below, which specify current membership requirements, and check the applicable boxes:

<input checked="" type="checkbox"/>	Consumer or family member representing the interest of individuals with mental illness, intellectual or other developmental disabilities or substance use CFAC (Consumer and Family Advisory Committee) member
<input checked="" type="checkbox"/>	An individual with health care expertise and experience in the fields of mental health, intellectual or other developmental disabilities or substance use/addiction services An individual with financial expertise
<input checked="" type="checkbox"/>	An individual with provider experience in a managed care environment A representative of people with mental health, intellectual/developmental disabilities, or substance use/addiction

Alliance is seeking individuals with experience and expertise in strategic areas. Please review the areas below and check any applicable box(es):

<input checked="" type="checkbox"/>	Human Resources/Talent Management
<input type="checkbox"/>	Insurance/Managed Care Background
<input checked="" type="checkbox"/>	Leadership/Management Experience
<input type="checkbox"/>	Physical Health Background/Expertise
<input type="checkbox"/>	Political/Community Connections
<input checked="" type="checkbox"/>	Technology/Data Analytics Experience

Please tell us anything else you would like to share (feel free to include a cover letter with application).

*In my medical practice I served a low-income, primarily Medicaid clientele, many of whom were Spanish-speaking. I engaged in education aimed at my teenage mothers on Infant Care and management of common illnesses. I can read and speak Spanish. I am also a Guardian ad Litem (GAL).*

**Next Steps**

- Completed applications will be reviewed by our legal and compliance team for eligibility and potential conflicts of interest within 30 days.
- You will be contacted regarding the status of your application and if applicable, to arrange an interview date.

*NOTE: Final decisions on appointments to the Alliance Board are made by the respective Boards of County Commissioners. If appointed, all future communications will be via an agency-issued email account.*

Applicant's Signature: Michael C. Joseph, MD

Date: January 13, 2023



**EMPLOYMENT HISTORY:**

July 2009 – February 2016

Chief Executive Officer  
MCJ Drug Safety Consulting, LLC  
Hillsborough, NC 27278

Duties:

Medical Monitoring  
Medical Monitor Training & Supervision  
Protocol Reviews  
Investigator Site Procedures  
Clinical References  
Project Team Training  
  
Adverse Event Monitoring  
MedDRA and WHO-DRUG Dictionaries Q/C  
Periodic Data Reviews  
Data Safety Monitoring Board (DSMB) Preparation  
  
Medical Monitoring Projects:  
Attention Deficit Hyperactivity Disorder; Tinea  
Infections.

September 2005-June 2009

Senior Director, Medical Affairs  
INC Research, Inc.  
Raleigh, NC 27609

Duties:

Medical Monitoring/Consultation.  
Clinical Data Reviews.  
Staff Training.

Medical Monitoring Projects:

Attention Deficit Hyperactivity Disorder;  
Blepharospasm; Cervical Dystonia; Diabetic Peripheral  
Neuropathy; Fibromyalgia; Generalized Anxiety  
Disorder; Insomnia; Insomnia in Attention Deficit  
Hyperactivity Disorder; Lennox-Gastaut Syndrome;  
Major Depressive Disorder; Pediatric Constipation;  
Restless Legs Syndrome.

December 1998-September 2005

President & CIO  
Coding Plus  
Hillsborough, NC 27278

Duties:

Drug Safety and Medical Informatics Consulting.  
Software Development Project Leadership.  
MedDRA Implementation Support.  
Direction of a Virtual Service Bureau.  
Staff Training.

February 1998 - December 1998

Sr. Director - Medical Information, Safety Surveillance  
Agouron Pharmaceuticals, Inc.

Agouron Pharmaceuticals, Inc.  
San Diego, CA 92121

Duties: Development of a Drug Safety Unit.  
Pharmacovigilance assessments.  
Selection and implementation of a new adverse event data management system.  
Supervision of coding in COSTART, MEDDRA 1.5, and the WHO-DRL dictionaries.  
Medical Consultation.  
Staff Training.

May 1992 - January 1998

VP, Development and Information Services  
Practical Information Resources, Inc. (PIRI)  
Durham, NC 27722-1398

Duties: Pharmaceutical Industry Consultation.  
Expert Systems Software Development.  
Adverse Drug Event Surveillance Training.  
Dictionary Support Services.

July 1985-May 1992

Associate Director for Medical Epidemiology  
Division of Epidemiology, Surveillance &  
Pharmacoeconomics (ESP)  
Burroughs Wellcome Co. (BW Co.)  
Research Triangle Park, NC 27709

Duties: Management of the Division in the Director's absence.  
Direct supervision of two sections: Data Management Systems and Product Surveillance.  
Backup supervision of 2 sections: Epidemiology and Pharmacoeconomics.  
Development and supervision of a Divisional Quality Assurance Team.  
Task Force leadership and contract management of the Retrovir® (AZT) Treatment IND (February 1987-March 1988), and the Exosurf® Pediatric Treatment IND (May 1989-May 1992).  
Project responsibility for several post-marketing surveillance studies.  
Management of adverse drug experience reports on all Burroughs Wellcome Co. marketed drugs.

Medical Consultation.  
Staff Training.

April 1980-May 1983

Dr. Mike's Place  
Long Beach, CA  
Solo Practice Pediatrics

LA County - USC Medical Center Pediatric Pavilion  
Los Angeles, CA  
Emergency Pediatrics

**TRAINING:**

Developed industry courses for public and on-site delivery:

1993-1995	Adverse Drug Event Management PIRIcourse™
1999	Expert Coding for the New Millennium: MedDRA & WHO-DRUG
2000-2006	MedDRA Dictionary Management Courses (public, on-site, webinar)
	MedDRA 102 - Concise Dictionary Overview
	MedDRA 202 - Coding Tutorial
	MedDRA 203 - Data Extraction Tutorial
	MedDRA 204 - Dictionary Management Tutorial

**DRUG SAFETY PROJECTS (Coding Plus):**

Clinical Studies

Adverse Event Monitoring Procedures  
MedDRA Query Creation  
Labeling Classifications

Dictionary Management

Adverse Event Coding - COSTART, WHO-ART, and MedDRA  
Medication Coding – BNF, WHO-DRL  
Legacy Conversions – Clinical and Safety databases

Software (MedDRA Coding Workbench™)

Informatics design, testing, and validation support of a web based system for:  
- multiversion coding, consistency review, and version impact analysis;  
- user-specific knowledge base maintenance.

**DRUG SAFETY PROJECTS (PIRI):**

Clinical Studies

Project References  
Periodic Coding Consistency Reviews

Postmarketing Surveillance

Labeling References  
Case Review Conferences

Dictionary Support Services  
Legacy Data Conversions  
Expanded Synonym Tables  
Periodic Database Audits

General Consulting  
Global Clinical Data Management System Specifications  
Coding Conventions  
SOPs

#### Medical Informatics

Expert Consultant to Quintiles, Inc. on the Food & Drug Administration's "Development of Standardized Nomenclature" contract (June 1993-January 1996).

Authored the White Paper: "Practical Issues in developing a MEDDRA Autoencoder" for FDA (January 1995).

Medical informatics review of COSTART, WHO-ART, ICD-9-CM, SNOMED, and UMLS for the Council of International Organizations for the Medical Sciences (CIOMS). Authored the White Paper: "Functional Thesaurus Review". (May 1994).

#### Software

Invited presentation at FDA on "Autoencoding of Periodic Safety Reports".  
Demonstration of the PIRIcode™ Adverse Drug Event Autoencoder and Discussion of data mining techniques (February 1995).

Creation of ad-hoc autoencoders for FDA's comparison of COSTART, WHO-ART, and MEDDRA. Design of six knowledge bases spanning "Eye Disorders" and "Psychiatric Disorders" in the three thesauri (July 1994).

Launch of the PIRIcode™ Expert System Autoencoder for the translation of adverse drug event verbatim terms into COSTART, WHO-ART, and in-house thesauri. (March 1993)

#### **DRUG SAFETY PROJECTS (BW Co.):**

Large, long term, analyses of the safety profiles of OTC drugs using Public Health Departments.

Validation of diagnoses in the Medicaid database.

International study of the adequacy of medical data and validity of inferred diagnoses.

An outpatient study into the prevalence, incidence, and treatment of genital herpes, as well as the psychosocial effects of the disease.

Designed and programmed an automated COSTART coding scheme of raw (verbatim) terms from adverse drug event (ADE) reports.

Creation of automated and hardcopy drug safety references for reliable risk analysis (syndrome definition, trend analysis, automated periodic reporting, and signal generation).

**PRESENTATIONS:**

March 2004: "Managing MedDRA in Clinical Studies". Barnett International Adverse Events – Insights into the "Tome", International Guidelines, MedDRA, Signaling, Causality Assessment, and Risk Management. Philadelphia, PA.

November 2003: "Cross-dictionary Event Classification and Monitoring". Barnett International Signaling Methods and Program Design. Philadelphia, PA.

April 2003: "MedDRA Dictionary Maintenance: Practice vs. Promise". Drug Information Association CDM Meeting. Philadelphia, PA.

July 2002: "MedDRA Pharmacovigilance – Promise and Perils". Center for Business Intelligence (CBI) Third Forum on Pharmacovigilance. Philadelphia, PA.

June 2002: "Practical Techniques for Effective MedDRA Dictionary Management". Drug Information Association Annual Meeting. Chicago, IL.

March 2002: "Autoencoding: Achieving the Clinical Data Management Payoff". Drug Information Association CDM Meeting. Charleston, SC.

October 2001: "Medical Informatics Based Expert MedDRA Knowledge Management". Drug Information Association MedDRA Workshop. Baltimore, MD.

November 2000: "Fulfilling the MedDRA Promise – A Practical Crash Program". Drug Information Association European CDM Meeting. London, UK.

June 2000: "MedDRA Legacy Conversion - Project Planning". Clintrace® User Group. San Diego, CA.

November 1999: "MedDRA Implementation Update". 3<sup>rd</sup> Annual DIA Workshop: "West Coast DIA Management & Biostatistics". San Jose, CA.

September 1999: "Implications and Outcomes of Using MedDRA on Clinical Study Data". Society for Clinical Data Management Fall Conference". Chicago, IL.

April-May 1999: "Developing a Strategic Plan for MedDRA Implementation". Lecture in six cities as part of DOMAIN Pharma, Inc. Seminar: "MedDRA: Facing the Challenge".

April 1999: "Issues in the Adoption of MedDRA - Autoencoding". Drug Information Association CDM Meeting. Washington, D.C.

December 1998: "MedDRA Conversion Issues: Small Company Solutions". The 2nd Annual DIA Workshop on West Coast Data Management and Biostatistics. San Jose, CA

October 1996: "Improving Clinical Trial Adverse Event Coding - Practical Planning and Control Strategies". Society for Clinical Data Management Fall Conference. Baltimore, MD.

March 1996: "Improving Clintrace® coding performance using enhanced thesaurus reference files". BBN Clintrace® User Group Meeting. Philadelphia, PA.

March 1995: "Getting to New-ART". Drug Information Association CDM Meeting. Philadelphia, PA. (with Katherine Schoeffler)

March 1995: "PIRI's evaluation of MEDDRA". COSTART Users' Group. Drug Information Association CDM Meeting. Philadelphia, PA. (with Katherine Schoeffler)

June 1994: "Automated Coding and Extraction". Association of Clinical Data Management. Birmingham, UK.

June 1994: "The Use of Automatic AER Coding Programs". Drug Information Association Annual Meeting. Philadelphia, PA.

March 1994: "Don't Code ... Communicate". Drug Information Association CDM Meeting. Philadelphia, PA.

July 1993: "Issues in the Collection and Coding of Adverse Reaction Data". Drug Information Association Annual Meeting, Washington, D.C.

November 1992: "Expert Systems Coding and Translation of Adverse Drug Reactions". Drug Information Association European CDM Meeting, Nwoordwijk, The Netherlands.

June 1992: "A Practical Expert System for Classification of Medical Events". COSTART Users' Group. Drug Information Association Annual Meeting. San Diego, CA.

October 1991: "Did My Drug Cause This? - An Industrial Perspective". Drug Information Association Meeting, New Orleans, LA.

September 1991: Two lectures in the course "Organizing and Administering an Adverse Drug Reaction Programme". Amsterdam. The Center for Professional Advancement.

September 1990: "Post-Marketing Surveillance". Wexner Symposium, Children's Hospital, Columbus, OH.

March 1990: Two lectures in the course "Organizing and Administering an Adverse Drug Reaction Programme". Amsterdam. The Center for Professional Advancement.

June 1989: "The Development of a Labeled Adverse Drug Experience Database". Drug Information Association Annual Meeting, Boston, MA.

April 1989: "Implementation of an Automated Coding Scheme using COSTART". Drug Information Association Meeting, Philadelphia, PA.

July 1988: Pilot talk - "An Automated Coding Scheme Using COSTART". Drug Information Association Annual Meeting, Toronto, CANADA.

September 1987: "The Retrovir Experience". 3rd International Pharmacoepidemiology Conference. Minneapolis, MN.

May 1987: Lecture "Drugs in Special Populations (Pediatrics)" in the course "Methods and Issues in Pharmacoepidemiology". University of North Carolina, Chapel Hill, NC.

May 1986: Presentation at the FDA - "Status of the Burroughs Wellcome Co.'s Rheumatoid Arthritis Azathioprine Registry".

May 1986: Lecture - "Epidemiologic Intelligence. Voluntary Reporting of Adverse Drug Events" in the course "Methods and Issues in Pharmacoepidemiology". University of North Carolina, Chapel Hill, NC.

April 1986: "Determinants of Consistency in the Epidemiologic Monitoring of Adverse Drug Events". Porta MS, Joseph MC, Doi PA, Tilson HH, Andrews EB. The Third Annual National Preventive Medicine Meeting, Atlanta, GA.

#### **PUBLICATIONS:**

1. Joseph, MC. "MedDRA Conversion Issues: Small Company Options". DIA Forum, Vol. 35, No. 2, pg. 30, April 1999. (Summary of presentation at the 2<sup>nd</sup> Annual DIA Workshop: "West Coast Data Management & Biostatistics". San Jose, CA. December 1998.
2. Joseph, MC The College-Aid™ Health Care Guide, Practical Information Resources, Inc., First Edition 1990, Second Edition 1992.
3. Andrews EA, Joseph MC, Magenheim MJ, Tilson HH, Doi P, Shultz M. "Post-Marketing Surveillance Study of Permethrin Cream Rinse". AM J Public Health. 1992; 82:857-861.
4. Joseph MC, Schoeffler KM, Nissman EF, Doi PA, Yefko HF, Engle CR. "An Automated Coding Scheme using COSTART". Drug Information Journal, Vol. 25, No. 1, pp. 97-108, 1991.
5. Strom BL, Carson JL, Halpem AC, Schinnar R, Snyder ES, Shaw M, Tilson HH, Joseph MC, Dai WS, Chen D, Stem RS, Bergman U, Stolley PD. "A Population-Based Study of Stevens-Johnson Syndrome: Incidence and Antecedent Drug Exposures". Archives of Dermatology, Vol. 127, pp. 831-838, 1991.
6. Strom BL, Carson JL, Halpern AC, Schinnar R, Snyder ES, Stolley PD, Shaw MS, Tilson HH, Joseph MC, Dai WS, Chen D, Stem RS, Bergman U, Lundin F. "Using a Claims Database to Investigate Drug Induced Stevens-Johnson Syndrome". Statistics and Medicine, Vol. 10, pp. 565-576, 1991.
7. Lombardy L, Tilson H, Joseph M, Andrews E, Doi P, Long W. "Exosurf® Pediatric Treatment IND: A Regulatory Mechanism to Make Surfactant Available to Infants with RDS". Neonatal Intensive Care, pp. 24-27, May/June 1990.
8. Curtis P, Okin M, McGaghie W, Resnick J., Joseph MC, Davis G and the Herpes Collaborative Study Group. "A Pilot Study of Prevalence of Herpes Genitalis Among Selected Groups of Patients Seeking Care in a Family Practice Center". Family Medicine, Vol. 22, No. 6, pp. 456-461, 1990.
9. Kirk EL, Collins EG, Joseph MC et al. "Retrovir® (zidovudine), A Unique Drug Information Challenge". Drug Information Journal, Vol. 23, No. 2, pp. 257-266, 1989. (Winner: Donald E. Francke Award of the Drug Information Association).
10. Joseph MC, Creagh-Kirk T. "Retrovir® The Challenge of Postmarketing Surveillance" in Proceedings of the 3rd International Pharmacoepidemiology Conference, Minneapolis, 1987. Lewis Publishing Company, Minneapolis, 1989.

**DRAFT**

**INFORMATION ITEM**

Date Prepared: 03/08/23

Date Revised: 00/00/23

**BOCC Meeting Follow-up Actions**

<b>Meeting Date</b>	<b>Commissioner/ Sponsor</b>	<b>Description</b>	<b>Target Date</b>	<b>Department</b>	<b>Department Director Assigned</b>	<b>Status</b>	<b>Date Completed</b>
3/7/2023	BOCC	Bring the SPOT 7.0 Plan back for additional Board discussion and approval at the April 18, 2023 Business meeting	4/2023	Transportation Services	Nish Trivedi	Item to be brought back to the April 18, 2023 Business meeting	
3/7/2023	BOCC	Provide demographic breakdown of population growth expected in Orange County over the next 20 years	5/2023	Asset Management Services	Steve Arndt	Demographic information to be provided	
3/7/2023	BOCC	Provide the updated Facilities Master Plan Powerpoint presentation to the Board electronically, including the 2021 Facility Report Card	5/2023	Asset Management Services	Steve Arndt	Updated presentation to be provided	
3/7/2023	BOCC	Provide the Board with additional detail on the 20 year maintenance costs associated with the eight major facilities highlighted in the Facilities Master Plan presentation	5/2023	Asset Management Services	Steve Arndt	Summary to be provided	

## INFORMATION ITEM

### ORANGE COUNTY DEPARTMENT OF ASSET MANAGEMENT SERVICES

#### Memorandum

To: Board of County Commissioners  
Bonnie Hammersley, County Manager

From: Steven Arndt, Director, Asset Management Services  
Amy Eckberg, Sustainability Programs Manager

Date: March 21, 2023

Subject: Orange County Climate Action Plan Mission and Vision  
Statements

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Orange County is currently undergoing a climate action planning process which will help the County prioritize strategies we need to take to lower our carbon emissions and plan for a renewable future. Our climate action planning is supported by the following resolutions adopted by the Board of County Commissioners in recent years:

- June 6, 2017: Resolution of Commitment to Uphold the Paris Climate Agreement to reduce greenhouse gas emissions between 26 and 28 percent by 2025 from 2005 levels.
- September 12, 2017 Orange County adopts a resolution to transition to 100% renewable energy sources by 2050.
- June 5, 2018 Orange County became a signatory to the Global Covenant of Mayors for Climate and Energy, thereby pledging to reduce greenhouse gasses, increase our resiliency to climate change, and track progress transparently.

Our Climate Action Plan mission and vision statement lays the foundation of the work and addresses the purpose of the climate action plan and our aspirations for the future. The mission and vision statements were

developed with the support of the Commission for the Environment Advisory Board and our interdepartmental County Climate Action Team and will be incorporated into the Climate Action Plan.

**Mission Statement:**

Our battle against climate change is a moral imperative, an environmental emergency, and an economic opportunity. Orange County is determined to rise to the occasion with a Climate Action Plan that will lead the way toward an equitable, low carbon, green-energy future that improves community health and well-being, protects our precious natural resources, and creates sustainable economic growth for all Orange County residents.

**Vision Statement:**

Together, with our community, we commit to taking urgent action on the climate emergency to create and implement an innovative, equitable, and just transition to carbon neutrality and climate resiliency.