Orange County
Board of Commissioners

Agenda

Business Meeting
April 5, 2022
7:00 p.m.
Richard Whitted Meeting Facility
300 West Tryon Street
Hillsborough, NC 27278

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

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

1. Additions or Changes to the Agenda

PUBLIC CHARGE

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

2. Public Comments (Limited to One Hour)

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

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

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

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

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

4. Proclamations/ Resolutions/ Special Presentations

a. Public Safety Telecommunicators Week Proclamation
b. Native Plant Month Proclamation
c. Presentation of Manager's Recommended FY 2022-32 Capital Investment Plan (CIP)

5. Public Hearings

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

6. Regular Agenda

a. Longtime Homeowner Assistance (LHA) Program Evaluation
b. Manufactured Homes Action Plan
c. Alcoholic Beverage Control (ABC) Board Request for Salary Range Update for the ABC Board General Manager

7. Reports

a. Report on 2021 Tax Appeals Results

8. Consent Agenda

- Removal of Any Items from Consent Agenda
- Approval of Remaining Consent Agenda
- Discussion and Approval of the Items Removed from the Consent Agenda

a. Minutes
b. Motor Vehicle Property Tax Releases/Refunds
c. Property Tax Releases/Refunds
d. Advisory Boards and Commissions – Appointments
e. Amendment to the Advisory Board Policy
f. Request for Road Additions to the State Maintained Secondary Road System for Bridgeton Place and Forest Creek Road in the Creek Wood Subdivision
g. Major Subdivision Preliminary Plat Revision – The Lodges at Chapel Hill
h. First Reading: Emergency Services Franchise by Ordinance – First Choice Medical Transport, LLC
i. First Reading: Emergency Services Franchise by Ordinance – LifeStar Emergency Services - 2023, LLC
j. First Reading: Emergency Services Franchise by Ordinance – South Orange Rescue Squad
k. First Reading: Emergency Services Franchise by Ordinance – North State Medical Transport
l. Contract Award for Financial and Compliance Audit Services with Mauldin & Jenkins, LLC

9. County Manager's Report

Projected April 12, 2022 Budget Work Session Items
Discussion on Manager's Recommended FY 2022-32 Capital Investment Plan (CIP)

Projected April 14, 2022 Work Session Items
Boards and Commissions – Annual Work Plan Summaries (Second Group)
Discussion on Board Members Voting on Outside Agency Funding or Contracts
Review of Upcoming Boards and Commissions Appointments

10. County Attorney's Report

11. *Appointments

12. Information Items

- March 15, 2022 BOCC Meeting Follow-up Actions List
- Tax Collector's Report – Numerical Analysis
- Tax Collector's Report – Measure of Enforced Collections
- Tax Assessor's Report – Releases/Refunds under $100

13. Closed Session

14. Adjournment

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

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

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

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 4-a

SUBJECT: Public Safety Telecommunicators Week Proclamation

DEPARTMENT: Emergency Services

ATTACHMENT(S):

Proclamation

INFORMATION CONTACT:
Kevin Medlin, 919-245-6139
Kirby Saunders, 919-245-6123

PURPOSE: To proclaim the week of April 10 through 16, 2022 as Public Safety Telecommunicators Week in Orange County.

BACKGROUND: Every year across the nation, the second full week of April is dedicated to the professional women and men who serve as public safety telecommunicators. First conceived by Patricia Anderson of the Contra Costa County (California) Sheriff's Office in 1981, this practice was recognized by Representative Edward J. Markey (D-Massachusetts) in what became House Joint Resolution 284 to create “National Public Safety Telecommunicators Week". With the continued efforts of the International Association of Public Safety Communications Officials and the National Emergency Number Association, the act to recognize public safety telecommunicators became a permanent proclamation in 1994.

Each day hundreds of Orange County residents and those passing through rely on the expertise and dedication of public safety telecommunicators. These professionals help save countless lives by responding to emergency calls, dispatching law enforcement, fire and emergency medical personnel and equipment and providing support to the residents and visitors to the County. Their skills in high- pressure situations allow rapid emergency response, aid and compassion in times of great distress and critical decision-making within seconds.

Orange County Communications is the primary answering point for all emergency and nonemergency service calls in the County. In 2021 NC PSAP's (Public Safety Answering Points) answered 7.5 million 9-1-1 calls. Orange County 9-1-1 Telecommunicators answered 86,806 9-1-1 calls and handled 116,903 administrative calls. The telecommunicators dispatched over 180,000 calls for service with an average of six telecommunicators on duty. The communications center operates twenty-four hours a day, seven days a week with a staff of twenty-six full time telecommunicators.

Orange County's telecommunicators continue to strive for excellence in performance and are among the highest trained in the state.

Orange County's telecommunicators provide a valuable service to the residents, visitors and to public safety providers.

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:

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

Through recognition and activities associated with Public Safety Telecommunications Week, Orange County shows its appreciation for employees who help promote and maintain safety in the community.

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

RECOMMENDATION(S): The Manager recommends that the Board approve the Proclamation and authorize the Chair to sign it.

ORANGE COUNTY BOARD OF COMMISSIONERS

PUBLIC SAFETY TELECOMMUNICATORS WEEK

2022

A PROCLAMATION

WHEREAS, Thousands of dedicated Telecommunicators daily serve the residents of the United States and Canada by answering their telephone calls for law enforcement, fire, and emergency medical services by dispatching the appropriate assistance as quickly as possible; and

WHEREAS, Professional Telecommunicators are the link between those residents who call for help and the agencies which provide the help; and

WHEREAS, The critical functions performed by professional Telecommunicators impact all aspects of public safety and include those performed by forestry and conservation operations, highway safety and maintenance activities, and many other operations performed by federal, state and local government agencies; and

WHEREAS, Professional Telecommunicators work to improve the emergency response capabilities of these communication systems through their leadership and participation in training programs and other activities provided by the Association of Public Safety Communications Officials - International and the National Emergency Number Association; and

WHEREAS, These associations are organizations of more than 100,000 people engaged in the design, installation and operation of emergency response communications, and have set aside the week beginning April 10, 2022, to recognize Telecommunicators and their crucial role in the protection of life and property;

NOW, THEREFORE, we, the Orange County Board of Commissioners, hereby proclaim the week of April 10-16, 2022, as "Public Safety Telecommunicators Week" in Orange County, North Carolina, in honor and recognition of our County's Telecommunicators and the vital contributions they make to the safety and well being of our residents, those passing through our County and our public safety providers.

Adopted this 5th day of April, 2022.

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Renee Price, Chair
Orange County Board of Commissioners

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 4-b

SUBJECT: Native Plant Month Proclamation

DEPARTMENT: Environment, Agriculture, Parks and Recreation (DEAPR)

ATTACHMENT(S):
Proclamation

INFORMATION CONTACT:
Terri Buckner
Christian Hirni, Land Conservation Manager, (919) 245-2514
David Stancil, DEAPR Director, (919) 245-2522

PURPOSE: To proclaim April 2022 as Native Plant Month in Orange County.

BACKGROUND: The US Congress first designated April as National Native Plant Month in 2021. Congress has acted again in 2022 to designate April 2022 as National Native Plant Month. In both years, various states and local governments across the country have declared Native Plant Month.

In recent decades, the increase of invasive non-native plant species has become a national concern, as many of these species tend to force out native species, thus threatening the eco-system and species reliant on native plants, such as pollinators.

The attached proclamation proposes that the Board of Commissioners designate April 2022 as Native Plant Month in Orange County.

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

SOCIAL JUSTICE IMPACT: There are no Orange County Social Justice Goals applicable to this item.

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

- **RESULTANT IMPACT ON NATURAL RESOURCES AND AIR QUALITY**
  Assess and where possible mitigate adverse impacts created to the natural resources of the site and adjoining area. Minimize production of greenhouse gases.

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

ORANGE COUNTY BOARD OF COMMISSIONERS

NATIVE PLANT MONTH
PROCLAMATION

WHEREAS, native plants are indigenous species that have evolved and occur naturally in a particular region, ecosystem, and habitat; and

WHEREAS, native plants are vital for maintaining and restoring the healthy ecosystem needed to sustain our environment, including but not limited to seed dispersal; pollination of crops and natural vegetation; prevention of flooding, drought, and erosion; regulation of disease-carrying organisms; and moderation of weather extremes; and

WHEREAS, native plants provide shelter as well as nectar, pollen, and seeds that serve as food for native butterflies, insects, birds, amphibians and other wildlife in ways that non-native plants cannot; and

WHEREAS, there are more than 17,000 native plant species in the United States, which include trees, shrubs, vines, grasses, and wildflowers; and

WHEREAS, North Carolina is home to more than 3,900 native plant species, including trees, shrubs, vines, grasses, and wildflowers, making it one of the most diverse states for native plants in the Southeast;

WHEREAS, 969 of the native plant species in North Carolina have been designated as significantly rare and/or in decline and may be in danger of extinction; and

WHEREAS, 94 of those 969 imperiled plants have been found in Orange County; and

WHEREAS, habitat loss and degradation, extreme weather events, and invasive species have contributed to the decline of native plants in the United States; and

WHEREAS, native plants are essential components of resilient ecosystems and our natural heritage;

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Commissioners hereby designates April 2022 as ‘‘Native Plant Month’’ in Orange County, and recognizes the benefits of native plants to the environment and economy of Orange County, the state of North Carolina, and the United States.

THIS THE 5TH DAY OF APRIL, 2022.

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Renee Price, Chair
Orange County Board of Commissioners

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 4-c

SUBJECT: Presentation of Manager's Recommended FY 2022-32 Capital Investment Plan (CIP)

DEPARTMENT: County Manager and Finance and Administrative Services

ATTACHMENT(S):
Attachment 1. County Manager's CIP Transmittal Letter

UNDER SEPARATE COVER
Attachment 2. FY 2022-32 Capital Investment Plan Presentation
Attachment 3. Manager Recommended FY 2022-32 Capital Investment Plan

***Attachments 2 & 3 To Be Provided Prior to or in Conjunction with the Meeting; Will also be Available Electronically** at:*
http://www.co.orange.nc.us/Archive.aspx?AMID=60

INFORMATION CONTACT:
Bonnie Hammersley, County Manager, (919) 245-2300
Travis Myren, Deputy County Manager, (919) 245-2308
Gary Donaldson, Chief Financial Officer (919) 245-2453
Rebecca Crawford, Deputy Finance Director, (919) 245-2152
Kirk Vaughn, Budget and Management Analyst, (919) 245-2153

PURPOSE: To present the Manager's Recommended FY 2022-32 Capital Investment Plan to the Board of County Commissioners.

BACKGROUND: Each year, the County produces a Capital Investment Plan (CIP) that establishes a budget planning guide related to capital needs for the County and Schools. The CIP has been enhanced to provide specific project funding in years 6-10 as well. The 10-Year CIP is evaluated annually to include year-to-year changes in priorities, needs, and available resources. Approval of the CIP commits the County to the first year funding only of the capital projects; all other years are used as a planning tool and serves as a financial plan.

Capital Investment Plan – Overview

The FY 2022-32 CIP includes County Projects, School Projects, and Proprietary Projects. The School Projects include Chapel Hill-Carrboro City Schools, Orange County Schools, and Durham Technical Community College – Orange County Campus projects. The Proprietary Projects include Water and Sewer, Solid Waste Enterprise Fund, and Sportsplex projects.

The CIP has been prepared anticipating moderate economic growth of approximately 2% in property tax growth and 4% in sales tax growth annually over the next ten years. The CIP will rely substantially on debt financing to fund the projects and these required debt amounts are fully integrated in the County's Long-Term Debt Model.

FINANCIAL IMPACT: There is no immediate financial impact associated with the presentation of the FY 2022-32 Capital Investment Plan. It is a long-range financial planning tool with a financial impact in Year 1 (FY 2022-32), if the first year of the CIP is approved by the Board of County Commissioners with the adoption of the Annual Budget.

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

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

RECOMMENDATION(S): The Manager recommends the Board receive the presentation of the Manager's Recommended FY 2022-32 Capital Investment Plan and provide direction to staff in preparation of the April 12, 2022 Budget work session.

Attachment 1

ORANGE COUNTY
NORTH CAROLINA

April 5, 2022

TO: Board of Orange County Commissioners

FROM: Bonnie Hammersley
County Manager

Travis Myren
Deputy County Manager

RE: Manager's Recommended FY 2022-32 Capital Investment Plan

We are pleased to submit the County Manager's Recommended Capital Investment Plan (CIP) for FY 2022-32 for your consideration. This CIP reflects the hope of a return to a new normal for the County and its residents. It continues to invest in County and School facilities and infrastructure, but it also introduces new concepts and new technologies to improve resiliency and the County's path forward.

The most important structural change in this year's Capital Investment Plan is that it extends the enumerated capital project horizon to ten years. Prior Capital Investment Plans specifically identified projects in years one through five but grouped longer range projects together in years six through ten. Although this method provided flexibility, it also confounded efforts to model the impact of those longer term projects since they could not be tied to a specific year of expenditure. The new format provides the ability to model the financial impact of investments over the complete ten year planning horizon.

Although the Board only appropriates funding for projects in the first year of the Plan, the County employs a debt modeling tool to project debt service requirements and monitor compliance with the County's debt to revenue policy over the full ten year planning horizon. Projected debt service ultimately manifests in a tax rate equivalent to pay the annual installments on borrowing. The debt service to revenue policy measures the County's ability to pay these annual installments relative to the amount of revenue forecasted. This metric is also used by credit rating agencies to assign a credit rating when the County issues new debt. The County's current debt policy target is fifteen percent (15%) of general fund revenues. Based on the County's thoughtful

approach to debt financing and comparably resilient economy, the County has been assigned the highest credit rating (AAA) by three rating agencies for the past eight (8) years. This rating secures the lowest possible interest rates and, therefore, the lowest cost of borrowing in the bond market.

The FY2022-32 CIP also places a renewed focus on identifying the operating budget impact of capital investments. In addition to the new debt service that is generated by the capital budget, new infrastructure often comes with staffing, operating, and maintenance costs that impact the operating budget. The FY2022-32 CIP is more carefully tracking and reporting those costs so that decisions are fully informed. This CIP also includes $2.6 million in pay-as-you-go or cash funded investments in the first year of the plan for design and architectural services as well as small capital items with short useful lives to conform to best practices. The long range debt model assumes a continuation of cash financing in future plan years.

The first year of the Recommended CIP totals $40.6 million in capital investments. Of this amount, $10.9 million is recommended for County capital projects, $1.3 million is recommended for proprietary fund spending including Solid Waste, and Sportsplex, and $28.5 million is recommended for capital improvements to educational facilities.

The recommended FY 2022-23 CIP represents a decrease of approximately $10.3 million compared to the FY2021-22 Approved CIP. This decrease is attributable to the 203 S. Greensboro project moving into the current year and the completion of the final 2016 general obligation bond draw for school facilities.

The balance of this memorandum describes projects supported by the General Fund that are recommended in the first year of the FY2022-32 CIP as well as any significant changes that are recommended for consideration in future years.

Education Capital Improvements

The FY2022-23 Recommended CIP includes a total of $28.5 million to finance a variety of school capital improvements and to expand the facility on the Orange County Campus of Durham Technical Community College.

- **Annual School Facility Repair and Improvement Projects - $10.8 million**
  The CIP includes annual allocations for school repair and improvement projects in each year of the plan. For FY2022-23, the annual allocation is $10.8 million. This annual allocation is used to fund a variety of smaller scale capital improvements in schools ranging from accessibility and classroom improvements to technology and sustainability projects. This allocation is financed by a mix of sources including debt financing, additional pay-as-you-go (from lottery proceeds), and Article 46 sales tax proceeds. The Plan assumes that the amount of debt financing increases by 2% each year while the amount of Article 46 proceeds increases by 4% annually.

- ***Additional Supplemental Deferred Maintenance in 2024 - $30 million***
  The Supplemental Deferred Maintenance Program was started in FY2020-21 to address deferred maintenance and life and safety improvements in school facilities. The program was designed to finance $30 million in school projects over three years on a schedule and sequence determined by the Districts.

  The total $30 million was divided between the Districts based on the average daily membership in the FY2020-21 fiscal year. As a result, Chapel Hill-Carrboro City Schools was allocated 60.14% or $18,042,000 of the $30 million total while Orange County Schools was allocated 39.86% or $11,958,000 of the total amount.

  To date, the Districts have drawn down approximately $613,000 of the $30 million originally designated due to the demands of the COVID-19 response. In prior CIP's, the County appropriated $9.5 million based on requests from the School Districts. The FY2022-23 Recommended CIP appropriates the balance of the original $30 million or $20.5 million over the next two fiscal years to offer complete flexibility in how and when those funds are used.

  An additional $30 million is planned for FY2023-24 assuming that the original funds will be exhausted, committed, or planned during FY2022-23. In response to requests from both Districts, $3.0 million of the new $30 million is planned for FY 2022-23 for preliminary planning, which includes project management and professional services. The remaining $27 million is planned for construction in FY 2023-24. Consistent with practice, the new $30 million will be divided between the Districts based on the FY 2022-23 average daily membership. The following table shows how the original funding source was allocated and how the Districts have requested to use the balance of the original funds and the new $30 million:

K-12 Supplemental Deferred Maintenance Funding	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Total
Initial Allocation	$ 5,950,000	$ 3,600,000	$ 14,253,000	$ 6,197,000	**$ 30,000,000**
Proposed Additional Allocation			$ 3,000,000	$ 27,000,000	**$ 30,000,000**
Total	**$ 5,950,000**	**$ 3,600,000**	**$ 17,253,000**	**$ 33,197,000**	**$ 60,000,000**

- ***Planning for a General Obligation Bond***
  The County is working with each school district on a Capital Needs Task Force to further define and prioritize capital needs in the future. The FY2022-32 CIP includes a placeholder for $130 million in general obligation bond proceeds with the first tranche planned in 2027.

  The combination of the additional $30 million in supplemental deferred maintenance and the $130 million bond would generate a cumulative tax impact of an additional 2.37 cents over the ten year period. Since the actual capital needs will exceed this amount, the County will need to explore other financing strategies to address the remaining needs.

- **Orange County Campus – Durham Technical Community College – Existing Facility Expansion - $11 million**
  Durham Technical Community College has revised its approach to expanding the Orange County Campus. The prior strategy featured a new, stand-alone building for allied health instruction. Since that time, Durham County has included this facility as part of a bond referendum to be located on the Durham Campus.

  The new concept would fund a 13,000 - 18,000 square foot addition to the existing building on the Orange County Campus. This addition will be used to expand space for the Emergency Medical Services program, Health and Wellness, Skilled Trades, Back to Work and Small Business Center, student study areas, and student support offices.

  Durham Tech requested $500,000 for preliminary planning, which includes project management and professional services in FY 2022-23. The remaining $10.5 million is planned for construction and furnishings in FY 2023-24. This request has been integrated into the Recommended CIP.

Climate Change Mitigation Project - $550,150
The Climate Change Mitigation Project was established in FY2019-20 to fund initiatives to combat climate change. The Board of County Commissioners subsequently revised the allocation to 50% for county-initiated projects and 50% for school-related projects. At that time, the Board of County Commissioners dedicated a quarter-cent increase on the Ad Valorem property tax to fund this project. In FY2022-23, the quarter-cent tax is expected to generate approximately $550,150 that will be awarded through a competitive grant process.

Climate Change Mitigation funds are transferred from the General Fund into this multi-year capital fund each year so that funds that are unspent at the end of the fiscal year are preserved in the fund rather than being absorbed into the County's unassigned fund balance.

Public Safety
The FY2022-23 Recommended CIP includes investments that will support the County's public safety functions to continue to reliably and efficiently respond to emergencies and to effectively communicate with one another. Vehicles for the Sheriff's Office and Emergency Services are included in the *Vehicle Replacement* project.

- **Emergency Medical Services (EMS) Substation Communication Improvements and Planning - $410,000**
  Emergency Medical Services Substations serve as satellite locations for ambulance units. These substations are strategically located to meet the highest response needs in the least amount of time. Where possible, these facilities are collocated with fire departments to achieve efficiencies from sharing kitchen, training, and other common areas. The operating costs of the co-located facilities are also shared.

The FY2022-23 CIP recommends $300,000 to perform shared professional services with the Town of Chapel Hill Fire Department. The exact location of the shared facility is being determined based on call volume and service demand.

The FY 2022-23 Recommended CIP also includes $110,000 for improved paging and antenna systems to be added to the Waterstone substation that is shared with the Orange Rural Fire Department and the new stand-alone station located in Efland.

- **Communication System Improvements - $210,000**
  New technology is mandating the phased implementation of Time Division Multiple Access functionality to improve the overall capacity of the State's emergency responder radio system. This technology allows multiple users to share the same frequency by assigning them time slots. Funding is included through FY2025-26 for these radio upgrades. The cost of each radio is escalated by a 5% inflationary factor based on recent history.

- **Emergency Responder Radio and Paging System - $440,195**
  The County's emergency responders use a State operated and managed radio system for emergency communications. This system lacks reliable coverage in certain areas of the County but also has difficulty penetrating the interior of large critical facilities. The initial cost estimate for a substantially expanded system was over $45 million. The Radio Work Group which is composed of representatives from law enforcement, the fire service, and Emergency Medical Services has prioritized investments in the system and has identified new technology to greatly improve building penetration. The County will continue to engage with system engineers to qualify sites, obtain additional information, and narrow the scope to create a refined cost estimate for the larger system wide project.

  For FY2022-2023, funding of $62,695 is recommended to replace and upgrade existing paging equipment which is at end-of-life. This upgrade will maintain the ability to alert emergency responders and provide a foundation for future paging improvements. In addition, $30,000 is being recommended to perform an engineered assessment of the Eno Mountain tower site which is a necessary to determine whether additional equipment can be added to that tower to improve coverage.

  To improve building penetration, $47,500 is recommended to test schools and other critical facilities (total of 30) to assess the need for internal bi-directional antenna (BDA) systems. These BDA system are an essential component to achieving interior coverage which will reduce the number of towers that would have been be necessary to achieve countywide radio coverage in future years. Based on the results of this study, $300,000 is recommended to initiate the installation of BDA systems within schools and other critical facilities.

County Facility and Infrastructure Projects

The FY2022-23 CIP is continuing to recommend repair and improvements to County facilities and infrastructure. These investments are intended to improve resiliency, extend the life of facilities, and improve service delivery to residents.

- **Court Street Annex - $160,000**
  The County is obligated to provide space for Juvenile Justice and Adult Probation. The Court Street Annex houses these functions. The FY2022-23 CIP recommends the replacement of the main electrical distribution panel and electrical circuits to meet modern building code standards. Future execution of this project will take into account the potential movement of the Detention Center and the subsequent disposition and/or master planning for this downtown site.

- **Facility Accessibility, Safety and Security Improvements - $1,240,435**
  This project funds a variety of facility improvements throughout the County. For FY2022-23 this project funds security camera upgrades for Central Recreation and Dickson House; fire alarm upgrades at Southern Human Services, Seymour Senior Center, Passmore Senior Center, Government Service Annex (Board of Elections), Gateway Center, Emergency Services, and Dickson House; and elevator upgrades at the Justice Facility and Whitted Human Services Facility.

- **Emergency Generator Projects - $240,000**
  The FY2022-2023 CIP recommends $105,000 to add an Automatic Transfer Switch (ATS) to the generator system at the Orange County Public Transportation Office when there are power outages. Currently the system has a manual switch and does not meet the existing electrical standards. Additional funding of $135,000 is recommended to relocate the generator at the old detention center to the Asset Management Services Maintenance Facility for continuity of operations.

- **Heating, Ventilation, and Cooling (HVAC) Projects - $109,000**
  This project is a combination of Heating, Ventilation and Air Conditioning System replacements including the controls used to manage those systems. The replacements and repairs are prioritized based on the current age, maintenance history, and facilities served. A total of $109,000 is recommended in FY 2022-23 to perform professional services in anticipation of replacements at the Passmore Center and the Mural Courtroom and to provide component parts to maintain existing systems.

- **Justice Facility Improvements - $225,000**
  The Orange County judiciary has requested audio and visual upgrades to three courtrooms in the Justice Facility. The Administrative Office of the Courts is funding the upgrade of two other courtrooms. This recommendation would fund improvements to the Mural Court Room and Court Rooms 3 and 4 to continue to conduct effective hybrid court sessions that minimize travel and travel time.

- **Orange County Transportation Services Motor Pool Equipment – $61,502**
  Orange County Transportation Services operates a motor pool that provides routine maintenance services for most County vehicles. The FY2022-23 CIP recommends funding for

a rotary lift to assist fleet services with the repair of county vehicles and a replacement forklift for the county maintenance shop to receive and move large materials. Both purchases will be funded 50% by the County and 50% by grant funding through Transportation Services.

- **Parking Lot Improvements - $15,000**
  The Parking Lot Improvements Project is used to repaint lines in existing parking lots and to fill cracks in the asphalt to extend the life of the parking lot.

- **Phillip Nick Waters Building Remediation Phase 2 - $550,000**
  The Phillip Nick Waters Building serves as the administrative offices for Orange County Emergency Services and also houses the Emergency Operations Center. This facility has experienced moisture inside the wall cavities which has resulted in additional investigation, troubleshooting, and repair work to mitigate the damages. An additional $550,000 is recommended in FY 2022-23 to perform final HVAC and building repairs to ensure proper measures are in place to rectify and prevent future moisture intrusion.

- **Piedmont Food Processing Center Improvements - $242,000**
  Part of the County's economic development strategy is to facilitate the use of locally grown food and to support the growth of small businesses. The Piedmont Food Processing Center provides a low cost food production environment to reduce the barriers of entering the food production market. Orange County owns the facility that houses the Piedmont Food and Agriculture Processing Program. Funding of $242,000 is recommended in FY2022-23 to design and replace the existing Heating, Ventilation, and Air Conditioning Units. These replacements are funded using Article 46 Economic Development Sales Tax proceeds.

- **Roofing and Façade Projects - $671,500**
  The goal of the Roofing and Façade project is to repair known points of failure and to proactively identify measures to protect County facilities. These replacements and repairs are prioritized based on a Roof Asset Management Plan. The FY2022-23 CIP recommends the replacement of the roof on both wings of the Whitted facility and the continuation of $55,000 annually for an annual inspection and repair program.

- **Sustainability Projects - $50,000**
  The Capital Investment Plan includes an annual recommendation of $50,000 per year to design and implement sustainability and renewable energy projects on County property. A portion of funding ($10,000) is set aside to provide a local match for sustainability grant programs. The balance of funds ($40,000) is recommended for lighting upgrades and to facilitate the further electrification of the County's vehicle fleet.

- **Whitted Site and Stormwater Improvements - $345,000**
  The FY2019-20 CIP approved funding for site and storm water management improvements in the rear area of the Whitted Campus, including Whitted buildings A and B, and the Central Recreation Building. The scope includes site drainage improvements, building waterproofing,

and site grading changes. The project has been let for bid two times and has been value engineered to only include the core project scope. Both bids were over the amount currently authorized. Based on that information, the FY2022-23 CIP recommends adding $345,000 to the existing project budget in order to complete the project.

Information Technology

Significant information technology and communication improvements are financed through the Capital Investment Plan. These projects maintain and expand the capabilities of the County's current information technology infrastructure, employ new technologies to better meet the needs of County residents, protect and secure critical data and systems, and improve internal operating efficiencies.

- **Information Technology Infrastructure Initiatives - $1,281,556**
  The FY2022-23 CIP recommends $1,281,556 in Information Technology related infrastructure investments such as security improvements, server upgrades, desktop and laptop replacements, data storage, and network improvements. Of the total funding recommended in FY2022-23, $681,556 will be used to replace an estimated 187 laptops that are over six (6) years old, and replace an estimated 232 desktops, that are over seven (7) years old. Recognizing the need for operational flexibility and the continuation of hybrid work opportunities, fifty percent (50%) of the desktops will be replaced with laptops.

- **Register of Deeds Automation - $80,000**
  The Register of Deeds Automation project is funded using automation fees that are specifically designated by State Statute to improve technology capabilities in the Register of Deeds Office. Each year, the County budgets $80,000 which is allowed to accumulate over time to make significant technology investments.

Parks, Open Space, and Trail Development

The Board has consistently funded projects for parks, open space, farmland preservation, and trail development intended to preserve natural areas of the County and promote nature activities for County residents. Funding recommendations in this category are generally guided by the Parks and Open Space Master Plan, as well as the individual master plans that have been adopted and periodically updated for each park property. The FY2022-23 CIP recommends funding for the following projects:

- **Blackwood Farm Park – $310,000**
  Blackwood Farm Park is a 152 acre regional park between Chapel Hill and Hillsborough on NC Highway 86 and New Hope Church Road. A variety of improvements are currently underway to install turn lanes and improve the entryway and parking lot areas. The current phase of development will also add a new picnic shelter, restrooms, amphitheater, disc golf course, and repair and renovate the farmstead.

  The FY2022-23 CIP recommends $200,000 to remediate the Homestead. The CIP also recommends $110,000 to begin the design process for Phase 3 construction. Phase 3 includes

the remaining park facilities, primarily the New Hope Church Road overlook and picnic area facilities and amenities, with associated equipment and operational needs.

- **Conservation Easements - $1 million**
  The Conservation Easement component of the Lands Legacy program was initially funded in July 2002. Funding of $1 million is programmed every other year to provide matching funds for State and federal grants to acquire conservation easements to conserve prime or threatened farmland, sensitive natural areas, or important water quality buffer lands that support both Board goals and Lands Legacy priorities.

  This program allows the land to remain in private ownership and is not publicly-accessible except upon landowner consent. Over 2,500 acres of prime farmland and natural areas have been conserved by easement to date, with millions of dollars in state and federal grants leveraged. The project revenue assumes that matching funds of approximately 50% would continue to be leveraged.

- **Lands Legacy Program - $500,000**
  The Lands Legacy Program was originally established in 2000 to conserve and protect the County's most critical natural and cultural resources, including prime and threatened farmland, future parklands, natural areas, wildlife habitat and prime forests, watershed stream buffers, and historic archaeological sites.

  An annual appropriations approach is recommended to continue in FY2022-23 and in future years to provide ongoing support to the program.

- **Little River Park - $125,000**
  Little River Park is a cooperative park project, funded fifty percent (50%) each by Orange and Durham counties. The FY 2022-23 CIP recommends total funding of $125,000 to replace the playground following an inspection that recommended replacing the structure. Consistent with the Interlocal Agreement, Orange County's share of the playground replacement is $62,500.

- **Implementation of Neuse River Rules for Nutrient Management - $175,000**
  The State-mandated Falls Lake Nutrient Management Rules call for each jurisdiction in the upper Neuse River Basin to reduce total nitrogen levels by 77% and total phosphorus levels by 40% over a period of years to improve water quality. Compliance with these rules would be costly to each of the local governments located in the basin. However, the Upper Neuse River Basin Association has successfully proposed an implementation approach that would be less expensive and includes a mix of storm water control or wetlands creation improvements, conservation acquisitions and practices, and other methods. The FY2022-23 CIP recommends that $175,000 be allocated on an ongoing basis for the design and implementation of one or more of these measures in Orange County.

- **Parks and Recreation Facility Renovations and Repairs - $180,000**
  Funding of $180,000 is recommended in FY 2022-23 for ongoing safety, lighting/energy, park infrastructure, signage, preventive maintenance, and landscape improvements to the County's seven parks. Each year, park and recreation equipment and facilities need renovation, safety improvements, repair, replacement, and upgrades. This project provides for a scheduled and prioritized funding source for these needs identified in the 2030 Parks & Recreation Master Plan process.

Lake Orange Dam Rehabilitation - $280,000
Lake Orange is a Class II public water supply reservoir owned by Orange County. The lake's primary uses are to serve as a public water supply and to maintain minimum flows in the Eno River as defined within the Eno River Water Management Plan.

The Lake Orange dam was classified by North Carolina Division of Environmental Quality (NCDEQ) as a "High Hazard" dam in August 2011. This designation means that failure of the dam could result in severe property damage and/or possible loss of life downstream. In 2018, NCDEQ and a private engineering firm conducted inspections of the dam that identified deficiencies in this 54 year old structure.

The County retained professional services in early 2022 to review and prioritize repairs of the dam, intake tower, erosion control barrier, emergency spillway, and concrete spillway channel. The FY2022-23 CIP recommends structural point repairs within and along the existing concrete spillway channel and a full perimeter survey of the Lake Orange shoreline, for a total amount of $280,000. Future fiscal year funding will be recommended to replace the existing intake tower and the existing concrete spillway channel. This project currently represents the full cost of these repairs, but the County will seek federal infrastructure grants to reduce the County's costs.

Vehicle Replacements - $1.4 million
The Capital Investment Plan is also used to procure replacement vehicles used by County Departments. A total of $1,420,671 is recommended in FY 2022-23 to replace several public safety related vehicles, a remount of an Animal Control vehicle, one (1) new ambulance, three (3) administrative vehicles for Emergency Services, three (3) AMS facility maintenance vehicles, one (1) DEAPR vehicle, one (1) DSS vehicle and three (3) health vehicles. Funding for Sheriff vehicle replacements was sized to be able to replace fifteen (15) vehicles each year until FY 2027-28, to decrease the average age of the fleet. $1.3 million of this total is county funded and the additional $106,631 will be grant funded.

The Vehicle Replacement project also includes an additional Emergency Management Pickup Truck funded by a Homeland Security Grant and the Town of Hillsborough-funded fire marshal vehicle ($106,631 in total), which was not able to be purchased in FY 2021-22. The terms of the contract with Hillsborough provide $9,000 each year to collect in this project to eventually purchase a replacement Fire Marshal vehicle when needed.

Financing the Capital Investment Plan
The Recommended Capital Investment Plan for FY2022-23 totals $40.6 million in expenditures. Of that amount, $32 million is recommended to be financed by County funded debt. Other significant sources of funds include additional pay-as-you-go (from Lottery Proceeds) and Article 46 sales tax proceeds. Both of these sources are dedicated to fund school capital needs and contribute approximately $3.7 million to the resources used to support the CIP. The Plan also includes approximately $2.6 million in pay-as-you-go or cash funding to support design and architectural services and smaller projects with short useful lives.

Debt Capacity Target
County policy establishes a debt service capacity target of fifteen percent (15%) of general fund revenues. Based on prior borrowing approved by the Board, this policy has and is expected to be exceeded in future years. As the Board considers the CIP, staff will provide updates and recommend necessary adjustments so that the Board is comfortable with the current and planned debt over the course of the FY2022-32 CIP.

Horizon Projects
In addition to the investment contained in the Recommended FY2022-32 CIP, the Board may be asked to address other needs through the capital budgeting process. The projects that are currently under discussion include:

- **Additional School Capital Needs**
  The County is working in collaboration with the school districts on a Capital Needs Task Force to update and prioritize school capital improvements. Although the FY2022-32 CIP includes a $130 million general obligation bond, the capital needs will exceed that amount, so alternative funding strategies will need to be explored.

- **Crisis Diversion Facility**
  The Behavioral Health Task Force is recommending the establishment of a crisis diversion facility to address the need for growing behavioral health interventions. The Task Force is currently working to develop partnerships, a capital cost estimate, and funding model.

- **Affordable Housing**
  During the time horizon of the CIP, the Greene Tract will likely become available to site an affordable housing project. Although a land contribution is contemplated, additional subsidy may be required depending on the type of development that is desired. The Chapel Hill-Carrboro Chamber of Commerce has also proposed strategies through the Big Bold Ideas initiative to develop more affordable housing in the community. Many of those strategies rely on some amount of public sector support.

- **Community Center Space Needs**
  The County is currently investigating the feasibility of expanding the Community Center in the Rogers Eubanks neighborhood. An architect has been retained to identify space needs and create a cost estimate to address those needs. The Efland Community Center has also

expressed a desire for more space, but the current site will not support an expansion. As a result, a different approach would need to be considered to increase that space.

- **County Recreation Center**
  The County's existing Central Recreation Center in Hillsborough will require substantial renovations and potential expansion if it is sized to meet the increasing demand for affordable County recreation programs.

- **Emergency Radio System Build Out**
  Emergency Services has continued to convene a Radio System work group to evaluate the most effective and efficient approach to improving emergency radio coverage using the most current technology. The build out of the new concept will cost less than the original project scope that included the construction of 17 towers, but it will still require some tower construction yet to be determined.

- **Master Facility Plan Recommendations**
  The County has retained a consultant to review County space needs and to align those needs with facility strategies. For example, the County has institutionalized a hybrid work model for some positions. This model will impact the amount and type of space needed for staff. The County also owns existing properties that may be surplus to County needs. For example, the County will have an opportunity to make decisions on the disposition of the downtown Hillsborough detention center, the site of the former Environment and Agricultural Center, and the former Public Defender building.

Gratitude and Appreciation

The FY2022-23 Recommended CIP is the culmination of long term planning, creative thinking, and problem solving by numerous County staff. We thank them for their valuable contributions. The County's Finance and Administrative Services team, most notably Chief Financial Officer, Gary Donaldson, Deputy Finance Director, Rebecca Crawford, and Budget Analyst, Kirk Vaughn, provided exemplary support, advice, and attention to detail. In particular, Mr. Vaughn's analytical skills, technical capabilities, and strategic thinking have driven the ability for our team to enhance and improve the capital planning process for the County.

We look forward to working with you over the next several weeks to improve upon the Manager's Recommended Capital Investment Plan. Please contact us if you have any questions.

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 5-a

SUBJECT: Public Hearing on the Financing of Various Capital Investment Plan Projects

DEPARTMENT: Finance and Administrative Services

ATTACHMENT(S):
Attachment 1. Resolution
Attachment 2. Copy of Public Hearing Notice
Attachment 3. PowerPoint Presentation

INFORMATION CONTACT:
Gary Donaldson, (919) 245-2453
Rebecca Crawford, (919) 245-2152
Robert Jessup, (919) 933-9891

PURPOSE: To conduct a public hearing on the issuance of approximately $46 Million to finance capital investment projects and equipment for the fiscal year; and approve a related resolution supporting the County's application to the Local Government Commission (LGC) for its approval of the financing arrangements. The financing and transaction costs are included in the loan amount.

BACKGROUND: County staff estimates that the total amount to be financed for capital investment projects and equipment will be approximately $46 Million. The statutes require that the County conduct a public hearing on the proposed financing. A copy of the published notice for this public hearing is provided (Attachment 2).

The notice of public hearing was advertised in *The Herald Sun* and the *News of Orange*.

After conducting the public hearing and receiving public input, the Board will consider the adoption of the resolution (Attachment 1). This resolution formally requests the required approval from the North Carolina Local Government Commission (LGC) for the County's financing, and makes certain findings of fact as required under the LGC's guidelines. County staff has been in contact with the LGC staff, and staff expects no issues in receiving LGC approval.

The total of the estimated project costs is $43 million, while the requested approval is for a loan amount not to exceed $46 million. The difference between the two figures covers financing costs. The $46 million figure was derived while staff was considering financing that would be a public sale bond offering, instead of the private bank placement now being pursuing. The public sale offering has higher financing costs, and the means in which bonds are sold to investors can lead to a higher loan amount even with no higher total cost to the County. The final loan amount will not exceed the amount the County needs to pay project costs and financing costs.

If the Board adopts the resolution indicating its intent to continue with the financing plan, the Board will be asked to consider a resolution giving final approval to the financing plans at its Business meeting on May 3, 2022. Under the current schedule, County staff expects to set the final interest rates and close by the end of May.

FINANCIAL IMPACT: There is no financial impact related to this action. However, there will be a financial impact in proceeding with the financing. A preliminary estimate of maximum debt service applicable to the capital investment projects and equipment financing would require the highest debt service payment of $4.14 million in FY 2024 (based on current market interest rates). The tax rate equivalent for the estimated highest debt service payment is approximately $0.0193 (1.93 cents).

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

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**
  The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.
- **GOAL: CREATE A SAFE COMMUNITY**
  The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.
- **GOAL: ENABLE FULL CIVIC PARTICIPATION**
  Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

ENVIRONMENTAL IMPACT: 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) Conduct the public hearing;
2) Close the public hearing; and
3) Adopt the resolution supporting the application to the Local Government Commission for approval of the financing.

s☆h draft of 3/14/2022

Resolution supporting an application to the Local Government Commission for its approval of a County Financing Agreement – 2022 Multiple Project Installment Financing

Introduction --

The Orange County Board of Commissioners has previously determined to carry out various public improvements and acquisitions, as identified in the County's capital improvement plan and as described in Exhibit A.

The Board has also determined to finance the costs of these projects through an installment financing, as authorized under Section 160A-20 of the North Carolina General Statutes. In an installment financing, the County's repayment obligation is secured by a mortgage-type interest in all or part of the property being financed, but not by any pledge of the County's taxing power or any specific revenue stream.

North Carolina law requires that the County's financing be approved by the North Carolina Local Government Commission (the "LGC"), a division of the North Carolina State Treasurer's office. Under the LGC's guidelines, this governing body must make certain findings of fact to support the County's application for the LGC's approval of the County's financing arrangements.

1. THEREFORE, BE IT RESOLVED by the Orange County Board of Commissioners, as follows:

(a) The County makes a preliminary determination to finance approximately $46,000,000 to pay capital costs of public improvements and acquisitions, and in particular those described in Exhibit A, and to pay financing costs.

(b) The Board will determine the final amount to be financed by a later resolution. The final amount financed may be slightly lower or slightly higher than $49,000,000, but the total amount financed will not exceed the amounts estimated for the project costs and financing costs. Some of the financing proceeds may represent reimbursement to the County for prior expenditures on project costs.

2. The Board makes the following findings of fact in support of the County's application to the LGC:

(a) The proposed projects are necessary and appropriate for the County under all the circumstances.

(b) The proposed installment financing is preferable to a bond issue for the same purposes.

The County has no meaningful ability to issue non-voted general obligation bonds for these projects. It is appropriate for the County to balance its capital program between various types of financings, and the County is using general obligation bonds for additional school capital projects. The County expects that in the current interest rate environment for municipal securities there would be no material difference in the overall financing costs between general obligation bonds and installment financings for these projects. These projects will produce no revenues that could be used to support a self-liquidating financing.

(c) The estimated sums to fall due under the proposed financing contract are adequate and not excessive for the proposed purpose. The County will closely review proposed financing rates against market rates with guidance from the LGC and the County's financial adviser. All amounts financed will reflect either approved contracts, previous actual expenditures, or professional estimates.

(d) As confirmed by the County's Finance Officer, (i) the County's debt management procedures and policies are sound and in compliance with law, and (ii) the County is not in default under any of its debt service obligations.

(e) Although the County expects there will be tax increases associated with the County's overall capital improvement program, any tax increase directly attributable to the current proposed financing will be minimal. The County will manage the projects and its borrowing plans so as to minimize the tax impact while still allowing the projects to proceed. The County believes that the tax rate impact of this financing is reasonable under all the circumstances.

(f) The County Attorney is of the opinion that the proposed projects are authorized by law and are purposes for which public funds of the County may be expended pursuant to the Constitution and laws of North Carolina.

3. Additionally, the Board resolves as follows:

(a) The County intends that the adoption of this resolution will be a declaration of the County's official intent to reimburse project expenditures from financing proceeds. The County intends that funds that have been advanced for project costs, or which may be so advanced, from the County's general fund, or any other County fund, may be reimbursed from the financing proceeds.

(b) The Board directs the County Manager and the Finance Officer to take all appropriate steps toward the completion of the financing, including (i) completing an application to the LGC for its approval of the proposed financing, and (ii) soliciting one or more proposals from financial institutions to provide the financing. The Board ratifies all prior actions of County representatives in this regard.

(c) This resolution takes effect immediately.

* * * * * * * * * * * * * * * * *

I certify as follows: that the foregoing resolution (which includes the attached Exhibit A) was properly adopted at a meeting of the Board of Commissioners of Orange County, North Carolina; that this meeting was properly called and held on April 5, 2022; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended, and remains in full effect as of today.

Dated this ____ day of _____, 2022.

[SEAL]

_____
Laura Jensen
Clerk, Board of Commissioners
Orange County, North Carolina

Exhibit A – list of projects to be financed with estimated amounts

Project	Est. Amount ($)
Lake Orange Dam Remediation	873,399
Parks and Recreation (Repairs and Renovations) R&R	163,522
Lands Legacy	250,000
Conservation Easement	262,000
Neuse River Rules Nutrient Management	27,000
Solid Waste Vehicle Replacements	516,739
Solid Waste Equipment Replacement - Grinder	833,500
Commercial and Demolition (C&D) Construction Phase II	230,643
High Rock Improvements	470,000
Facility Accessibility, Safety and Security Improvements	195,584
Heating, Ventilation, and Air Condition (HVAC) Projects	1,354,546
Major Plumbing Repairs	61,410
Orange County Southern Branch Library (County portion)	18,965,438
Parking Lot Improvements	241,648
Phillip Nick Waters Building Remediation	545,242
Roof & Building Façade Projects	1,212,106
Criminal Justice Resource Department	17,598
Southern Campus Expansion	299,422

Communication System Improvements	157,755
Emergency Services Substations	
Efland Emergency Medical Services (EMS) & Medical Examiners Station	4,713,298
Waterstone Emergency Medical Services (EMS) Station & Location Study	3,506,702
Sportsplex - Facility Maintenance/Replacement	104,332
Information Technology Governance Council (ITGC)	500,000
Information Technology Infrastructure	1,376,519
Sheriff Vehicles	255,473
Emergency Medical Services Vehicles	439,091
Department of Environmental, Agriculture and Recreation (DEAPR) Vehicles	68,650
Animal Services Vehicles	47,666
Orange Public Transit (OPT) Vehicle Replacement	110,627
Chapel Hill – Carrboro Schools	
Technology	908,047
Roofing	484,607
Recurring Capital	1,810,800
Fire Safety	164,172
Supplemental Deferred	217,568
Stormwater Management	105,295
Orange County Schools	
Recurring Capital	1,189,200

Supplemental Deferred	320,400
TOTAL	$43,000,000

s☆h draft of 3/11/22

Orange County, North Carolina -- Notice of Public Hearing
2022 Installment Financing for Various Projects

The Board of Commissioners (the "Board") of Orange County (the "County"), North Carolina, will hold a public hearing on April 5, 2022, at 7:00 p.m. (or as soon thereafter as the matter may be heard). The purpose of the hearing is to take public comment concerning a proposed financing contract, under which the County would borrow an amount expected not to exceed $46,000,000 to pay for the various public improvements and acquisitions shown below, and to pay financing costs:

Project	Est. Amount ($)
Lake Orange Dam Remediation	873,399
Parks and Rec R&R	163,522
Lands Legacy	250,000
Conservation Easement	262,000
Neuse River Rules Nutrient Management	27,000
Solid Waste Vehicle Replacements	516,739
Solid Waste Equipment Replacement - Grinder	833,500
C&D Construction Phase II	230,643
High Rock Improvements	470,000
Facility Accessibility, Safety and Security Improvements	195,584
HVAC Projects	1,354,546
Major Plumbing Repairs	61,410

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Criminal Justice Resource Department	17,598
Southern Campus Expansion	299,422
Communication System Improvements	157,755
Emergency Services Substations	
Efland EMS & Medical Examiners Station	4,713,298
Waterstone EMS Station & Location Study	3,506,702
Sportsplex - Facility Maintenance/Replacement	104,332
ITGC	500,000
IT Infrastructure	1,376,519
Sheriff Vehicles	255,473
EMS Vehicles	439,091
DEAPR Vehicles	68,650
Animal Services Vehicles	47,666
OPT Vehicle Replacement	110,627
Chapel Hill – Carrboro Schools	
Technology	908,047
Roofing	484,607
Recurring Capital	1,810,800

Fire Safety	164,172
Supplemental Deferred	217,568
Stormwater Management	105,295
Orange County Schools	
Recurring Capital	1,189,200
Supplemental Deferred	320,400
TOTAL	$43,000,000

The total amount financed will not exceed the amounts estimated for the project costs and financing costs.

The hearing will be held in the Board's usual meeting room in the County's Whitted Building, 300 West Tryon Street, Hillsborough, North Carolina.

The proposed financing would be secured by a lien on some or all of the property purchased or improved through the financing as well as the County's promise to repay the financing, but there would be no recourse against the County or its property (other than the pledged property) if there were a default on the financing.

All interested persons will be heard. The County's plans are subject to change based on the comments received at the public hearing and the Board's subsequent discussion and consideration. The County's entering into the financing is subject to obtaining approval from the North Carolina Local Government Commission.

Persons wishing to make written comments in advance of the hearing or wishing more information concerning the subject of the hearing may contact Gary Donaldson, Orange County Chief Financial Officer, Post Office Box 8181, Hillsborough, NC 27278 (telephone 919/245-2453, email gdonaldson@orangecountync.gov).

ORANGE COUNTY
NORTH CAROLINA

Series 2022 Limited Obligation Bonds

Spring Financing Resolution

Gary Donaldson, Chief Financial Officer

April 5, 2022

Purpose

- Conduct Public Hearing for Limited Obligation Bonds pursuant to NC Statute Section 160A-20
- Close Public Hearing
- Obtain Board Approval of Resolution to Proceed with Filing Local Government Commission Application for Series 2022 Limited Obligation Bonds
- Funds our FY 2021-22 Capital Investment Plan through this Series 2022 Limited Obligation Bonds are secured by a Deed of Trust, with a security interest in various County and School facilities.
- The Series 2022 Limited Obligation Bonds will fund various County projects including:

- Vehicles and Equipment (5-8 Years useful life):	$3.6 Million
- County Projects (up to 20 years useful life):	$34.2 Million
- School Projects (up to 20 years useful life):	$5.2 Million
TOTAL:	$43 Million

ORANGE COUNTY
NORTH CAROLINA

Project	Est. Amount ($)
Lake Orange Dam Remediation	873,399
Parks and Recreation Repairs and Renovations (R&R)	163,522
Lands Legacy	250,000
Conservation Easement for Moorefields Foundation	262,000
Neuse River Rules Nutrient Management	27,000
Solid Waste Vehicle Replacements	516,739
Solid Waste Equipment Replacement – Grinder	833,500
Construction and Demolition (C&D) Construction Phase II	230,643
High Rock Improvements	470,000
Facility Accessibility, Safety and Security Improvements	195,584
Heating, Ventilation and Air Conditioning (HVAC) Projects	1,354,546
Major Plumbing Repairs	61,410
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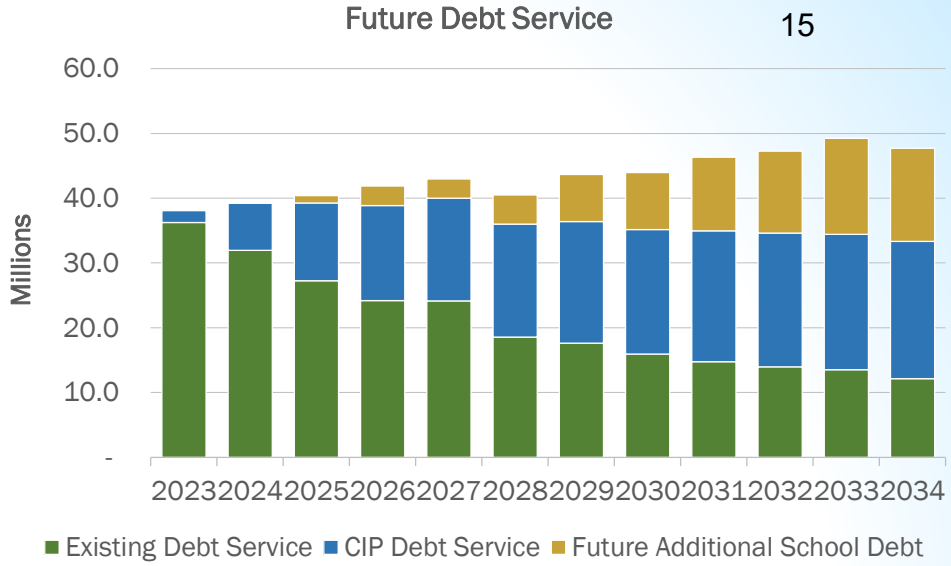
Fire Safety	164,172
Supplemental Deferred	217,568
Stormwater Management	105,295
Orange County Schools	
Recurring Capital	1,189,200
Supplemental Deferred	320,400

Debt Model Metrics



		Cash Flow Statistics					Debt Ratios	
Year	Tax Rate Equivalent	Gross Annual Surplus/Deficit	Revenue from Tax Rate Equivalent	Capital Reserve Utilized	Adjusted Surplus/ (Deficit)	Capital Reserve Balance	Debt to AV	DS to GF Revenues
2023	0.25¢	(663,404)	550,150	113,254	-		1.59%	**15.20%**
2024	1.00¢	(1,616,405)	2,805,765	-	1,189,360	1,076,106	1.73%	**15.17%**
2025	-	(2,617,022)	2,861,880	-	244,858	1,320,965	1.63%	**15.29%**
2026	-	(3,940,807)	3,082,749	858,058	-	462,907	1.46%	**15.51%**
2027	1.12¢	(4,809,708)	5,786,078	-	976,370	1,439,277	1.58%	**15.37%**
2028	-	(2,146,257)	5,905,757	-	3,759,499	5,198,776	1.47%	14.17%
2029	-	(5,056,527)	6,027,956	-	971,429	6,170,205	1.56%	14.93%
2030	-	(5,109,337)	6,493,335	-	1,383,998	7,554,203	1.42%	14.69%
2031	-	(7,245,290)	6,279,604	965,686	-	6,588,517	1.47%	**15.15%**
2032	-	(7,892,953)	6,409,449	1,483,504	-	5,105,013	1.40%	**15.11%**
2033	-	(9,669,743)	6,542,027	3,127,716	-	1,977,297	1.27%	**15.39%**
Total	2.37¢							

ORANGE COUNTY
NORTH CAROLINA

Key Financing Terms

- Security Pledge- County Assets serve as Collateral and subject to Annual County Appropriations
- Maturity Term- 5- 20 Year maturities matches the useful life of the assets
- February 1 and August 1 Repayment Dates to Bank Trustee
- Estimated Interest Rates- 2-3% subject to market conditions
- Series 2022 Limited Obligation Bonds Maximum Annual Debt Service not exceeding $4.1 million in FY 2024 (based on current market interest rates)
- Source of Repayment- Property Tax, Solid Waste Fees and Sportsplex Fees
- Limited Obligation Bonds are Subordinate Lien to AAA General Obligation Bonds
- Current Limited Obligation Bonds- AA1/AA+/AA+ from Moody's, Standard & Poor's and Fitch Ratings

ORANGE COUNTY
NORTH CAROLINA

Questions/Comments

ORANGE COUNTY
NORTH CAROLINA

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 6-a

SUBJECT: Longtime Homeowner Assistance (LHA) Program Evaluation

DEPARTMENT: Housing and Community Development

ATTACHMENT(S):
Attachment 1: 2021 LHA Program Data
Attachment 2: Tax Assistance Application Package LHA Insert

INFORMATION CONTACT:
Corey Root, Director, Housing and Community Development, 919-245-2492
Nancy Freeman, Tax Administrator, Orange County Tax Office, 919-245-2735
Gary Donaldson, Chief Financial Officer, Orange County Finance, 919-245-2453

PURPOSE: To receive information about the results of the 2021 Longtime Homeowner Assistance (LHA) program and consider options for program changes for a potential continuation of the LHA program in 2022.

BACKGROUND: On October 5, 2021, the Orange County Board of Commissioners authorized the program design for the Longtime Homeowner Assistance Program (LHA) to assist households affected by the 2021 property tax revaluation. LHA launched on October 8, 2021 to serve households earning no more than 80% of the area median income who had lived in their homes for at least 10 years and experienced an increase in Orange County property taxes in 2021. Between October 8 and December 15, the Housing & Community Development Department received 125 applications. Housing staff worked alongside colleagues in the Tax Office and Finance & Administrative Services Department to award $16,364 across 91 households in property tax assistance (Attachment 1). There were some very small award amounts – as low as $1.51 – and the largest award was $1,334.63. A third of the awards were under $50 and 52% of awards were under $100.

In addition to the communication plan about the program presented in October, in response to requests from non-profit partners, Housing staff also organized and staffed three in-person events to help people complete LHA applications – at Piney Grove Baptist Church and Dorothy M. Johnson Community Center in Hillsborough, and Lattisville Grove Missionary Baptist Church in Cedar Grove (a planned event at the Roger Eubanks Neighborhood Association Community Center was canceled due to facility issues). Applications were relatively slow in the beginning weeks of the program, and picked up greatly toward the end of the application period. 72.8% of all received applications were approved. The most common reason for application denial was the

household not having a tax increase (30 denials), followed by households not owning their home for ten or more years (6 denials), and the household being over income (3 denials).

Of the 91 approved applicants, 45% were white, 44% were black, 4% were multi-racial, and 1% Asian. 60% of the approved applications were age 65 or over.

Staff from the three participating departments offer the following proposed program design changes should the Board wish to continue the LHA program in 2022 with the remaining $233,636 allocated for this purpose:

1) Change program design to cover more of the amount owed by the taxpayer. Using data from the 2021 LHA program, staff proposes three options:
    a. Institute a baseline minimum award amount: The award amount would be equal to the difference between the County Tax portion of the 2020 tax bill and the 2022 tax bill, with a minimum award amount of $300 (note that the average award amount for 2021 was roughly $190). Estimated amount of assistance for 2022: **$37,290**
    b. Base award on full bill amount: The amount will be equal to the difference between the full bill amount of the 2020 tax bill and the 2022 tax bill with no minimum: **$46,861**
        i. For 2021, the range of assistance $1.94 - $2,974.00, average $348
        ii. Minimal award amounts: 56 under $300, 33 under $100, and 21 under $50
        iii. If the minimum award amount was set at $300, the estimate would be $55,731
    c. Standard award amount: The award amount would be a standard award amount with a cap, based on approximately one-half of the average County tax portion for 2021 recipients, which would result in an award amount of $830: Estimated amount of assistance for 2022: **$94,684**
        i. Cap the award amount so it is no more than that actual bill amount.
        ii. This follows a similar method used by another county.

2) Adjust program operation dates to August 1 through December 1, 2022. This would start the program two months earlier, immediately following when homeowners receive property tax notices in July. It would also move the deadline back by two weeks which will allow staff additional needed time for application processing, which was a challenge in 2021.

3) Include an informational insert and LHA application with the tax assistance application packet, with the goal of both increasing awareness about LHA and making the process of applying for all assistance programs simpler for taxpayers.

4) Formalize policy for heirs' properties where there are more than one person/households listed on the deed. Staff recommend considering the 10 year occupancy requirement based on the amount of time the property has remained within the family (rather than current owners who may be heirs of a previous owner). Staff also recommends providing assistance based on the income of the household members who reside in the home rather than the income of all heirs.

5) Formalize policy for Family Trust owned properties. Staff recommends that the applicant should be a trustee for the trust. Staff also recommends providing assistance based on the income of the household members who reside in the home rather than the income of all trustees.

6) Require that the applicant provide a copy of the targeted tax bill. Staff recommends that the applicant provide the tax bill to avoid incorrect application of funds or award amounts. Staff in the Tax Office can assist the applicant with obtaining a copy as needed, and it would be the applicant's responsibility to identify the correct tax bill/property.

FINANCIAL IMPACT: The program would expend the remaining $233,636 in ARPA funding that has been allocated to assist long-term, low-income households affected by the tax revaluation of property.

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

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

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

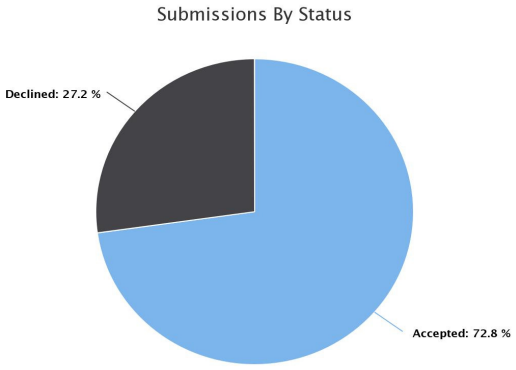
RECOMMENDATION(S): The Manager recommends that the Board:

1) Discuss and consider the design change and options detailed in "1" above;
2) Discuss and consider the additional proposed design changes detailed in "2, 3, 4, 5 and 6" above; and
3) Based on the discussion of those proposals, consider approving some or all of the design changes for the Longtime Homeowner Assistance program – if the Board wishes to continue the program in 2022.

Longtime Homeowner Assistance Program Data (2021)

Longtime Homeowner Assistance Program Spending				
Week	**Apps Reviewed**	**Eligible Apps**	**Funds Disbursed**	**Percent of funds disbursed**
Week 1 (10/25 - 10/31)	6	4	$ 306.04	2%
Week 2 (11/1 - 11/7)	8	7	$ 2,420.70	15%
Week 3 (11/8-11/14)	10	6	$ 737.14	5%
Week 4 (11/15-11/21)	10	7	$ 1,785.53	11%
Week 5 (11/22-11/28)	Holiday	Holiday	Holiday	Holiday
Week 6 (11/29-12/5)	11	8	$ 1,166.53	7%
Week 7 (12/6-12/12)	7	6	$ 2,007.95	12%
Week 8 (12/13-12/15)	73	53	$ 7,940.25	49%
Total	125	91	$ 16,364.14	100%

Minimum Award	$ 1.51
Maximum Award	$ 1,334.63
Median Award Amount	$ 96.98
Average Award Amount	$ 179.83



Ineligible Applications	
Reasons for denial	**Number denied**
Taxes did not increase	30
Did not own home for 10 or more years	6
Household over Income	3

*some applicants may have been denied for more than one reason

Most awards were under $100.00		
Award Amount	**Awards**	**Percent**
$1-$50	31	34%
$51-$100	16	18%
$101-$200	15	16%
$201-$300	14	15%
$301-$500	9	10%
$501-$999	4	4%
$1,000+	2	2%
Total	91	100%

Racial Demographics of Program Participants		
Asian	1	1%
Black	40	44%
Multi-Racial	4	4%
White	41	45%
No Data	5	5%
Total	91	100%

Age Demographics of Program Participants		
Age		Percent
≥55	11	12%
56-60	7	8%
61-65	17	19%
66-70	17	19%
71-75	14	15%
76-80	3	3%
81-85	8	9%
86+	10	11%
(no data)	4	4%
Total	91	100%

DID YOUR PROPERTY TAXES Increase this year?

The Orange County **Longtime Homeowner Assistance (LHA)** program provides property tax bill assistance to help you stay in your home. You are still eligible to apply even if you have another form of assistance for your tax bill.

YOU MUST:

- Live in Orange County
- Have owned and lived in your home for at least 10 years
- Have experienced an increase in property taxes due to the 2021 Tax Revaluation
- Earn at or below these income limits:

Household Size	Household Income
1	$48,400
2	$55,300
3	$62,200
4	$69,100
5	$74,650
6	$80,200
7	$85,700
8	$91,250

Applications are accepted from August 1 through December 1 for the Current Year Tax Bill

THREE WAYS TO APPLY:

1. **Online Application Portal:**
   www.orangecountync.gov/LHAP_Portal
2. **On Paper:**
   Pick up a paper application at the Orange County Housing and Community Development Department offices:

   Hillsborough Office:
   300 West Tryon Street, 3rd Floor, Hillsborough, NC 27278
   Chapel Hill Office:
   2501 Homestead Road, Chapel Hill, NC 27516

   Completed paper applications can be dropped in the drop boxes outside of the Housing and Community Development offices or mailed to:

   Orange County Housing and Community Development
   P.O. Box 8181, Hillsborough, NC 27278
3. **Phone/Email:**
   Housing Helpline staff can help people complete and submit applications and to give information on the supporting documentation needed. Call **919-245-2655** or email **HousingHelp@orangecountync.gov.**

ORANGE COUNTY
NORTH CAROLINA

More Info:
www.orangecountync.gov/LHAP

OCHCD
ORANGE COUNTY HOUSING & COMMUNITY DEVELOPMENT

3/2022

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 6-b

SUBJECT: Manufactured Homes Action Plan

DEPARTMENT: Housing and Community Development

ATTACHMENT(S):
Attachment 1 - Manufactured Homes Action Plan
Attachment 2 - Map of Manufactured Home Communities in Orange County
Attachment 3 - Map of Manufactured Home Communities Under Threat of Redevelopment
Attachment 4 - Resolution Endorsing the County-Wide Manufactured Homes Action Plan

INFORMATION CONTACT:
Corey Root, Director, Housing and Community Development, 919-245-2492

PURPOSE: To consider a Resolution Endorsing the County-Wide Manufactured Homes Action Plan and authorizing County staff to move forward with the towns on implementation.

BACKGROUND: For many years, there has been interest in addressing the vulnerability of residents living in manufactured home communities (MHC) in Orange County. In 2016-2017, the County, Towns, and local housing partners formed a manufactured homes work group to begin to discuss and evaluate opportunities and obstacles to addressing the needs of manufactured home community residents. There are 100 manufactured home communities in Orange County housing over 2,000 households. About half of manufactured homes need minor repairs, and about 28% need major repairs, with only a small percentage, 3.2%, economically infeasible to repair. Most residents are of low-income, making it difficult to fund needed repairs. Also, many of the MHCs are under threat to be redeveloped, in particular the MHCs closer to town centers where market demand is high.

The Manufactured Homes Action Plan is designed to provide a plan to address the redevelopment threats facing manufactured home communities in Orange County. The Plan is a collaborative effort between the Towns of Chapel Hill, Carrboro, Hillsborough, and Orange County that outlines specific objectives, strategies, action steps, partners and resource needs to address the redevelopment threat facing manufactured home communities. Each jurisdiction is scheduled to consider adoption of the Action Plan strategies in the coming weeks. The Town of Carrboro will

consider the Plan on April 5, 2022, the Town of Chapel Hill on April 6, 2022, and Town of Hillsborough on April 11, 2022.

Housing and Community Department staff from the local governments will play a leading role in implementing the strategies and action steps listed in the plan, while also collaborating with many Town and County departments and community partners.

This plan recognizes manufactured housing is an important source of naturally occurring affordable housing serving diverse populations, including vulnerable community members. It uses resident engagement as the foundation for the strategies proposed.

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

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

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve and authorize the Chair to sign the resolution endorsing the county-wide Action Plan and authorize County staff to move forward with the towns on implementation after all jurisdictions have approved the Plan.

County-Wide Manufactured Homes Action Plan
Orange County, North Carolina

Jointly Developed by the Manufactured Home Staff Working Group of the Towns of Carrboro, Chapel Hill, and Hillsborough and Orange County

Introduction

The Manufactured Homes Strategy Action Plan is designed to provide a plan to address the redevelopment threats facing manufactured home communities in Orange County. The Plan is a collaborative effort between the Towns of Chapel Hill, Carrboro, Hillsborough, and Orange County that outlines specific objectives, strategies, action steps, partners and resource needs to address the redevelopment threat facing manufactured home communities. Successful implementation of the action plan will:

1. Preserve manufactured home communities.
2. Minimize resident displacement due to redevelopment.
3. Create a Relocation Assistance Package to provide meaningful relocation assistance options for residents facing displacement.

Housing and Community staff from the local governments will be playing a leading role in implementing the strategies and action steps listed in the plan, while also collaborating with many Town and County departments and community partners.

This plan recognizes manufactured housing is an important source of naturally occurring affordable housing serving diverse populations, including vulnerable community members. It uses resident engagement as the foundation for the strategies proposed.

Guiding Principles

1. Use engagement findings as the foundation for strategy selection and implementation.
2. Include a variety of strategies to fully address the different issues. There is no silver bullet.
3. Manufactured housing is an important source of naturally occurring affordable housing serving diverse populations, including vulnerable community members.
4. The Plan is a living document and open to input and change.

The Challenge

Several manufactured home communities in the county are under threat of redevelopment and resident displacement. Many homes are also in need of repair and rehab assistance. There are unique challenges faced by manufactured home residents, most of whom own the homes they live in but not the land it sits on. This plan provides a framework and strategies to address these challenges while considering the limited authority and resources of local governments and community partners.

DRAFT

County-wide Manufactured Homes Action Plan

Background

For many years, there has been interest in addressing the vulnerability of residents living in manufactured home communities in Orange County. In 2016-2017, the County, Towns, and local housing partners formed a manufactured homes work group to begin to discuss and evaluate opportunities and obstacles to addressing the needs of manufactured home community residents. This work group created an inventory of MHCs and a survey to inform any strategies developed. You can find a copy of the inventory and survey results as attachments to this action plan.

Resident engagement has been the foundation for strategies that have been developed by partners to address the needs of the MHCs and continues to be with this Action Plan. Resident engagement has included in person meetings, focus groups, and surveys to understand the housing needs and preferences of manufactured home residents in the county.

There are many things we have learned from resident engagement and the inventory of MHCs. There are 100 manufactured home communities in Orange County housing over 2,000 households. According to the 2017 Orange County Mobile Home Park Survey, there is a 10% vacancy rate in the parks, with many parks having no vacancy at all.

Many of the homes need repairs or renovations. About half of manufactured homes need minor repairs and about 28% need major repairs, with only a small percentage, 3.2%, economically infeasible to repair. Most residents are of low-income, making it difficult to fund needed repairs.

We also know many of the MHCs are under threat to be redeveloped, in particular the MHCs closer to town centers where market demand is high. The research and engagement show there are many challenges for manufactured home residents finding new housing if displacement were to occur. Few vacancies exist in MHCs in Orange County, most households own their homes, are low income, and do not have many options for finding affordable housing that meets the needs of their family. The human and financial costs to implement a relocation package are significant and will vary depending on the MHC and severity of displacement.

Key Terms

- **Strategic Objective:** The longer-term, wider change needed.
- **Strategy:** The planned actions that will help achieve the strategic objective.
- **Action Step:** The benefit expected to occur.
- **Partners:** Town departments, community organizations, and institutions that will assist with strategy implementation.
- **Resources:** The goods and/or services needed. The figures provided in this document are preliminary estimates and subject to change as we implement the Action Plan.

County-wide Manufactured Homes Action Plan

- **Manufactured Home:** Factory-built housing, constructed on or after June 15, 1976 and subject to construction standards established by the Department of Housing and Urban Development (HUD).
- **Mobile Home:** Built prior to June 15, 1976, most, but not all, adhere to American National Standards Institute (ANSI) standards.
- **Manufactured Home Community (MHC):** Though laws often refer to "mobile home parks", the term "manufactured home community" is a common industry term. We use it in this Plan to reduce stigma and set aside the idea that mobility is a key feature of the housing, recognize that houses are homes to the individuals who live in them, and these purpose-built places are communities of people.

To find a list of partner agencies, see page 10

County-wide Manufactured Homes Action Plan

Strategic Objective 1: Preserve manufactured home communities.

	Strategy	Action Steps	Lead Entity and Potential Partners	Resources
1a ★	Support efforts to create resident-owned communities (ROCs)	· Assist ROC USA and CCE in exploring opportunities to form ROCs · Provide funding assistance for acquisition · Support resident engagement efforts	**Lead:** County and Towns · ROC USA · Carolina Common Enterprise · MHC Owners · MHC Residents · Nonprofit Providers	$$$$ 🧍
1b ★	Pursue acquisition opportunities of manufactured home communities	· Explore opportunities to preserve MHPs through acquisition · Use available funding sources for acquisition	**Lead:** County and Towns · MHC Owners · Nonprofit Providers	$$$$$ 🧍🧍
1c ★	Explore land use policies that support manufactured home communities	· Conduct study of effective land use policies to support preservation · Consult with policy experts to determine policy recommendations	**Lead:** Towns · Consultants · UNC School of Government · Planning Departments	$ 🧍🧍
1d	Work with manufactured homeowners to improve park quality	· Engage MHP owners in need of infrastructure improvements · Provide infrastructure improvement loans to improve quality of MHPs · Implement the County's land banking program	**Lead:** County · MHC Owners · MHC Residents	$$ 🧍
1e	Rehab and repair homes in MHPs	· Coordinate with the OC Preservation Coalition to facilitate the completion of home repairs · Explore aligning rehab programs and policies between jurisdictions to increase homes repaired	**Lead:** Partners · OC Home Preservation Coalition · MHC Residents	$$ 🧍🧍
1f	Create an early warning system to identify MHPs at highest risk of redevelopment	· Identify key indicators to include in early warning system	**Lead:** Towns · GIS and Planning Departments · MHC Owners	$ 🧍🧍

$ $ $ $ * indicates $1 million or more

★ = policy or funding decision required by elected body
$ = level of financial resources needed collectively
🧍 = level of staff resources needed collectively

County-wide Manufactured Homes Action Plan

Strategic Objective 2: Minimize resident displacement due to redevelopment.

	Strategy	Action Steps	Partners	Resources
2a ★	Pursue on-site and off-site home construction as part of redevelopment	· Work with developer applicants to explore relocation options within or outside of a proposed redevelopment	**Lead:** County and Towns · Developers	$ - $$$$
2b ★	Explore land use and regulatory policies that can be applied to redevelopment of MHPs	· Conduct study of effective land use policies to minimize displacement · Consult with policy experts to determine policy recommendations	**Lead:** County and Towns · Consultants · UNC School of Government · Planning Departments	$
2c ★	Implement master planning processes to proactively create development plans that minimize displacement	· Explore sites that would be good candidates for master planning · Engage stakeholders to gauge master planning interest	**Lead:** County and Towns · MHC Owners · Planning Departments · Consultants	$

★ = policy or funding decision required by elected body
$ = level of financial resources needed collectively
= level of staff resources needed collectively

County-wide Manufactured Homes Action Plan

Strategic Objective 3: Create a Relocation Assistance Package* to provide meaningful relocation assistance options for residents facing displacement.

	Strategy	Action Steps	Partners	Resources
3a	Proactive engagement to connect MH residents with resources	• Establish partnership with nonprofit providers to structure program • Provide funding to create a sustainable program	**Lead:** County and Towns • Nonprofit providers	$
3b ★	Use publicly owned land to create relocation opportunities	• Explore the use of publicly owned land to develop affordable housing as an indirect site for relocation • Explore publicly owned land for creation of new MHCs	**Lead:** County and Towns • Engineering and design consultants • Affordable housing developers • MHC owners and experts	$$$
3c	Provide housing search assistance	• Provide one-on-one housing location assistance	**Lead:** Partners • Nonprofit providers • OCPEH	$$
3d	Identify manufactured home communities with open lots	• Engage MHP owners to determine sites with vacancies • Create MHP vacancy database	**Lead:** County and Towns • MHC owners • OC Housing Helpline • Nonprofit providers	$
3e ★	Provide financial assistance to relocate homes	• Determine funding needed to relocate homes	**Lead:** Partners • Developers • MHC owners and experts • Nonprofit providers	$$

3f ★	Provide financial assistance for residents to secure new housing	• Determine type of assistance needed
		  ○ EHA
		  ○ Rental Assistance (security/utility deposits, rent)
		  ○ Down payment assistance
			Lead: Partners
			• Developers
			• MHC owners and experts
			• Nonprofit providers
				$$

*A Relocation Assistance Package would include some combination of the strategies included above.

★ = policy or funding decision required by elected body

$ = level of financial resources needed collectively

= level of staff resources needed collectively

County-wide Manufactured Homes Action Plan

Dedicated Resources:

Affordable Housing Land Banking (Orange County Capital Investment Plan)
The land banking fund was established during the FY2015-16 budget process to enable acquisition of manufactured home parks and other property for future affordable housing development. The fund has approximately $1 million currently available.

Displacement Mitigation Assistance Program (Orange County)
The Displacement Mitigation Assistance Program (D-MAP) provides direct assistance to low- and- moderate-income manufactured housing residents facing displacement caused by manufactured home park closure, redevelopment or natural disaster. EmPOWERment, Inc. works with Orange County to coordinate relocation services for D-MAP. Currently, the D-MAP-budget has approximately $53,000 available.

Potential Resources:

Carrboro

AFFORDABLE HOUSING SPECIAL REVENUE FUND
The goal of the Affordable Housing Special Revenue Fund is to advance the Town's goal of increasing and improving the stock of affordable housing within Carrboro and its planning jurisdiction. Special Revenue Funds may be used for land banking, construction, acquisition, pre-development costs, repair, rehabilitation, and other home preservation activities. The Town Council has approved a penny and a half property tax allocation, approximately $337,500, which is a dedicated annual revenue source for affordable housing. For more information on the Affordable Housing Special Revenue Fund, visit the Town's website.

Chapel Hill

AFFORDABLE HOUSING FUND (AHF)
In 2002, the Town Council established the AHF to preserve owner-occupied housing in Chapel Hill for affordable housing purposes.

Eligible Uses: The AHF has a variety of eligible uses, including:

1. Preservation of owner-occupied housing

2. Land acquisition
3. Renovation
4. Affordable housing construction
5. Rental and utility assistance

For more information on the Affordable Housing Fund, visit the Town's website.

AFFORDABLE HOUSING DEVELOPMENT RESERVE (AHDR)
In fiscal year 2014-15, the Town Council allocated over $688,000 for affordable housing and approved an allocation strategy for this funding, establishing an Affordable Housing Development Reserve (AHDR).

Eligible Uses: The AHDR is dedicated exclusively to the development and preservation of affordable housing. Priority project areas are:

1. Land bank and land acquisition
2. Rental subsidy and development
3. Homeownership development and assistance
4. Future development planning.

For more information on the Affordable Housing Development Reserve, visit the Town's website.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
The CDBG Program was created by the U.S. Congress in 1974 and is administered by the Department of Housing and Urban Development (HUD). The primary objective of the program is to develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities for low- and moderate-income peoples.

Eligible Uses: CDBG eligible activities include, but are not limited to:

1. Acquisition of Real Property
2. Relocation and Demolition
3. Rehabilitation
4. Public Facilities and Improvements, and Public Services.

For more information about the CDBG program, visit the Federal CDBG website and the Town website.

County-wide Manufactured Homes Action Plan

Orange County

Urgent Repair Program

Orange County administers the Urgent Repair Program (URP) to finance emergency and critical repairs and accessibility modifications for low-income homeowners. Up to 20% of the total housing units repaired or modified may be manufactured housing units that are owned and occupied by eligible homeowners on rented lots. The North Carolina Housing Finance Agency awarded Orange County $100,000 in program funds and the County committed $40,000 in local funds for the 2021 program cycle. Funds for the 2020 cycle have all been expended.

HOME Investment Partnerships Program

The HOME Investment Partnerships Program is the largest federal block grant program dedicated to increasing the availability of affordable housing for low-income households. HOME provides flexible financing to states and localities (called “participating jurisdictions”) to use for affordable housing activities that fall into four main categories: rehabilitation of owner-occupied housing; assistance to homebuyers; acquisition, rehabilitation or construction of rental housing; and tenant-based rental assistance. HOME funds may be used to purchase and/or rehabilitate manufactured homes, provided that the owner is low-income and owns the land beneath the manufactured home. The U.S. Department of Housing and Urban Development (HUD) awarded Orange County about $379,000 in HOME for 2021. In addition, the Towns and the County collectively contribute local matching funds to the program, in an amount equal to 25% of HOME funds to be used for affordable housing activities.

County-wide Manufactured Homes Action Plan

Eligible Funding Sources Overview:

	Strategy	Orange County				Chapel Hill				Carrboro
		CIP	Displacement Mitigation	Urgent Repair	HOME	AHF	AHDR	CDBG	BOND	AHSRF
1a	Support efforts to create resident-owned communities (ROCs)	✓			✓	✓	✓	✓	✓	✓
1b	Pursue acquisition opportunities of manufactured home communities	✓			✓	✓	✓	✓	✓	✓
1d	Work with manufactured home owners to improve park quality	✓			✓	✓	✓	✓	✓	
1e	Rehab and repair homes in MHPs	✓		✓	✓	✓	✓	✓	✓	✓
2a	Pursue onsite and off-site home construction as part of redevelopment	✓			✓	✓	✓		✓	✓
3b	Use publicly owned land to create relocation opportunities	✓			✓	✓	✓		✓	✓
3e	Provide financial assistance to relocate homes	✓	✓		✓	✓	✓			
3f	Provide financial assistance for residents to secure new housing	✓	✓		✓	✓				✓

Partners: Community Organizations

The MHP Implementation Team will partner with these community organizations to carry out the Action Plan. We anticipate that additional partners will be identified as we implement the Action Plan.

Banks & Lending Institutions: There are several local, statewide, and national banks in Chapel Hill. Several partners include: BB&T, State Employees Credit Union, Latino Credit Union and more.

Carolina Common Enterprise (CCE): CCE is a nonprofit focusing on co-ops that address unemployment, poverty and other issues struggling small, rural and urban communities face across the Southeast, including manufactured homes. CCE is an affiliate of ROC USA.

County-wide Manufactured Homes Action Plan

Chapel Hill Carrboro City Schools (CHCCS): The local school system. CHCCS has several initiatives related to immigrant and refugees, including the CHCCS Newcomer Program and the Social Justice Academy at East Chapel Hill High School.

CHICLE Language Institute: CHICLE offers translation and interpreting services in many languages. They also offer language classes.

Community Home Trust: A local nonprofit organization that strengthens the Chapel Hill community with permanently affordable housing opportunities.

El Centro Hispano: A regional nonprofit organization that works to strengthen the community, build bridges and advocate for equity and inclusion for Hispanics/Latinos in the Triangle Area of North Carolina.

El Pueblo, Inc.: A local nonprofit organization that supports the Latinx community.

EmPOWERment, Inc.: A local nonprofit with work focusing on affordable living options, education, home ownership, community building, and grassroots economic development.

Faith Communities: There are several churches in the Chapel Hill community that serve immigrant and refugee residents. BIC has worked closely and will continue partnering with St. Thomas More Catholic Church, which serves many Latinx residents.

Family Success Alliance (FSA): A collective impact initiative, FSA partners with low-income families to ensure families have the skills and tools needed for their children to feel successful and be successful.

Habitat for Humanity: A national and international nonprofit organization, with an affiliate in Orange County, NC, that helps families in need build and own quality affordable homes.

Legal Aid of North Carolina: A statewide, nonprofit law firm that provides free legal services in civil matters to low-income people in order to ensure equal access to justice and to remove legal barriers to economic opportunity.

Orange County Affordable Housing Coalition (OCAHC): A coalition of individuals and organizations working together to provide housing opportunities for all in Orange County, NC. Members include: CASA, Community Empowerment Fund, Community Home Trust, DHIC, EmPOWERment, Inc., Habitat for Humanity of Orange County, Inter-Faith Council for Social Service, Justice United, Marian Cheek Jackson Center for Saving and Making History, Self-Help Credit Union, UNC Partnerships in Aging Program, Weaver Community Housing Association, Family Success Alliance, Triangle J Council of Governments, Orange County Partnership to End Homelessness, and representatives from the Towns of Carrboro, Hillsborough, Chapel Hill and the Orange County government.

Orange County Home Preservation Coalition: A collaborative of organizations that provide home repairs and modifications to Orange County residents. The Preservation Coalition seeks to increase communication and collaboration among organizations to decrease burden on clients and service seekers, many of whom are older adults.

Prosperity Now: For over 15 years, Prosperity Now has been the central partner in the work to promote manufactured housing as a safe, stable, and affordable path to home ownership and wealth creation for low-and moderate-income residents

Refugee Community Partnership: (RCP): A local nonprofit, community-driven organization that aims to build unique, holistic, and comprehensive support infrastructure for relocated families.

ROC USA: ROC USA is a nonprofit social venture whose mission is to make quality resident ownership viable nationwide and to expand economic opportunities for homeowners in manufactured home communities.

tilde: A local language justice cooperative, tilde creates a sustainable livelihood for language workers, and advances language justice by providing high-quality interpreting, translation, training, and consulting in the North Carolina Triangle region and beyond.

University of North Carolina School of Government: As the largest university-based local government training, advisory, and research organization in the United States, the School of Government serves more than 12,000 public officials each year.

Partners: Local Government Departments

Many departments will be involved in the implementation of the Action Plan. The departments listed below are expected to be key partners in the Action Plan.

Housing and Community Departments: The Orange County Housing and Community Development, Town of Chapel Hill Housing and Community, Town of Carrboro Housing and Community Services departments, and the Hillsborough Planning and Economic Development division are anticipated to play a primary role in implementing the Action Plan.

Planning Departments: Planning Departments will assist with land use and zoning related matters.

Geographic and Information Systems (GIS): GIS departments will assist in data visualization and mapping.

Partners: State Organizations

County-wide Manufactured Homes Action Plan

North Carolina Housing Finance Agency: NCHFA's Mission is to create affordable housing opportunities for North Carolinians whose needs are not met by the market.

North Carolina Affordable Housing Coalition: The North Carolina Affordable Housing Coalition has been leading a movement to ensure that every North Carolinian has a home in which to live with dignity and opportunity.

Manufactured Home Park Resident Engagement Report

May 2018

The purpose of this report is to summarize the results from the survey and focus groups conducted by the Town of Chapel Hill Office for Housing and Community of manufactured home park residents in the winter and spring of 2018 on household composition and housing preferences.

SUMMARY OF RESPONSES

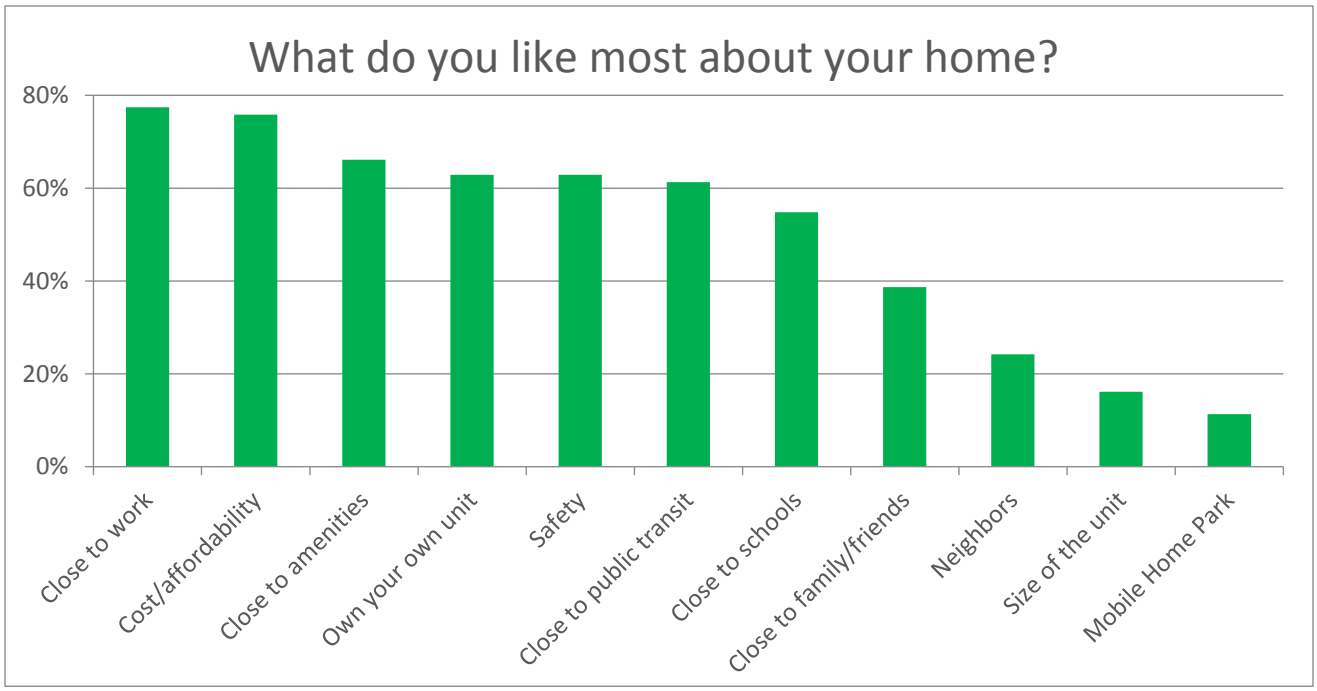
- More than two out of three (68 percent) of households have lived in their home for at least ten years.
- The average household size is four people for surveyed households.
- Surveyed households like most that their current living situation is close to work, safe, affordable, and close to shopping and services.
- The average annual income for surveyed households is $$31,418.
- 90 percent of surveyed households own their manufactured home.
- The average monthly housing cost is $604 and the median is $575.
- A majority of surveyed households prefer either an attached or detached single family home as an ideal living situation.
- Regarding potential relocation options respondents would consider, responses vary widely but include: moving to an affordable apartment or house in town, not having an option, and moving to a different park in town.
- If funding was available to move their household and existing manufactured home, a majority of surveyed households indicated they would not apply.

RESPONSE ANALYSIS

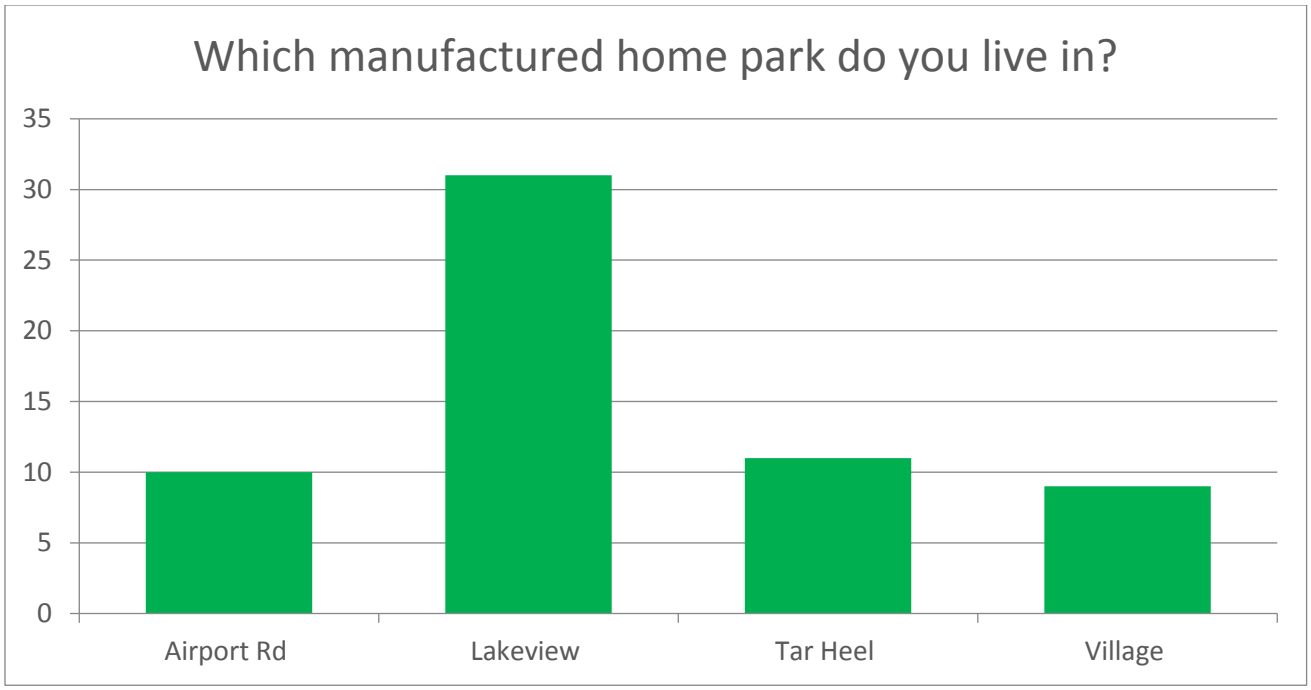
To date there have been 62 responses out of 162 homes in Chapel Hill, for a response rate of almost 40%.

What do you like most about living in Chapel Hill?

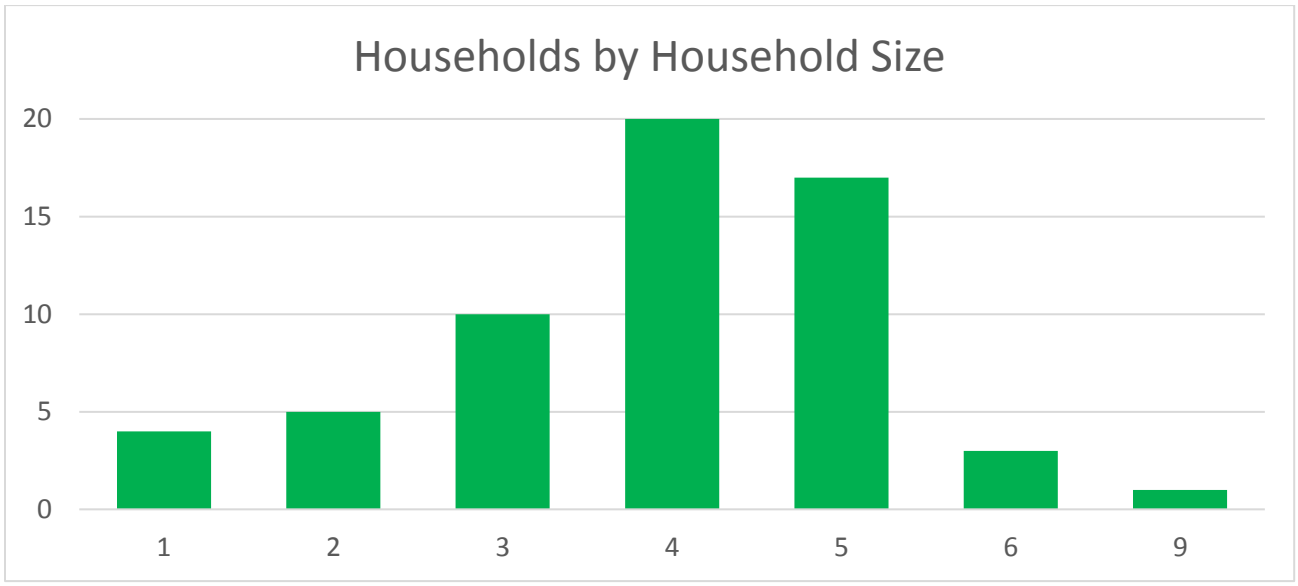
Surveyed households like their proximity to work, schools, safety, hospitals, and transportation.



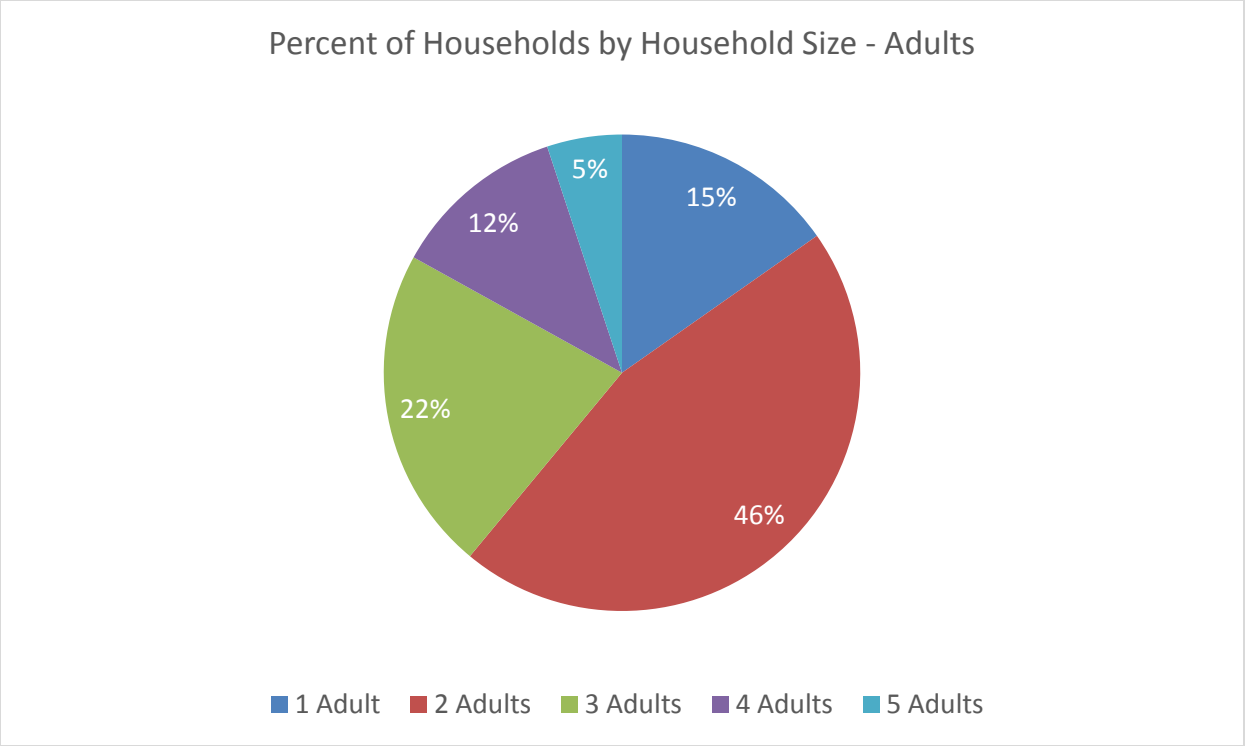
Surveyed households like most that their current homes are close to work, safe, affordable, and close to shopping and services.



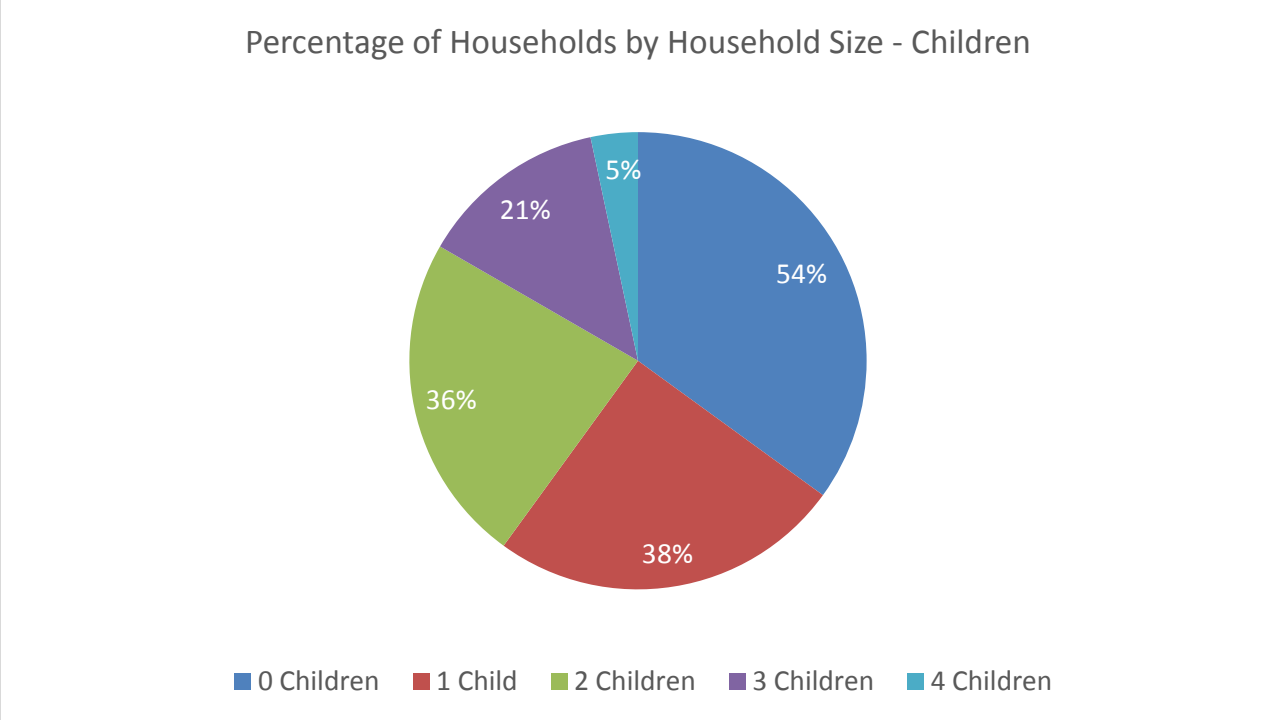
There were 62 responses from four different manufactured home parks.



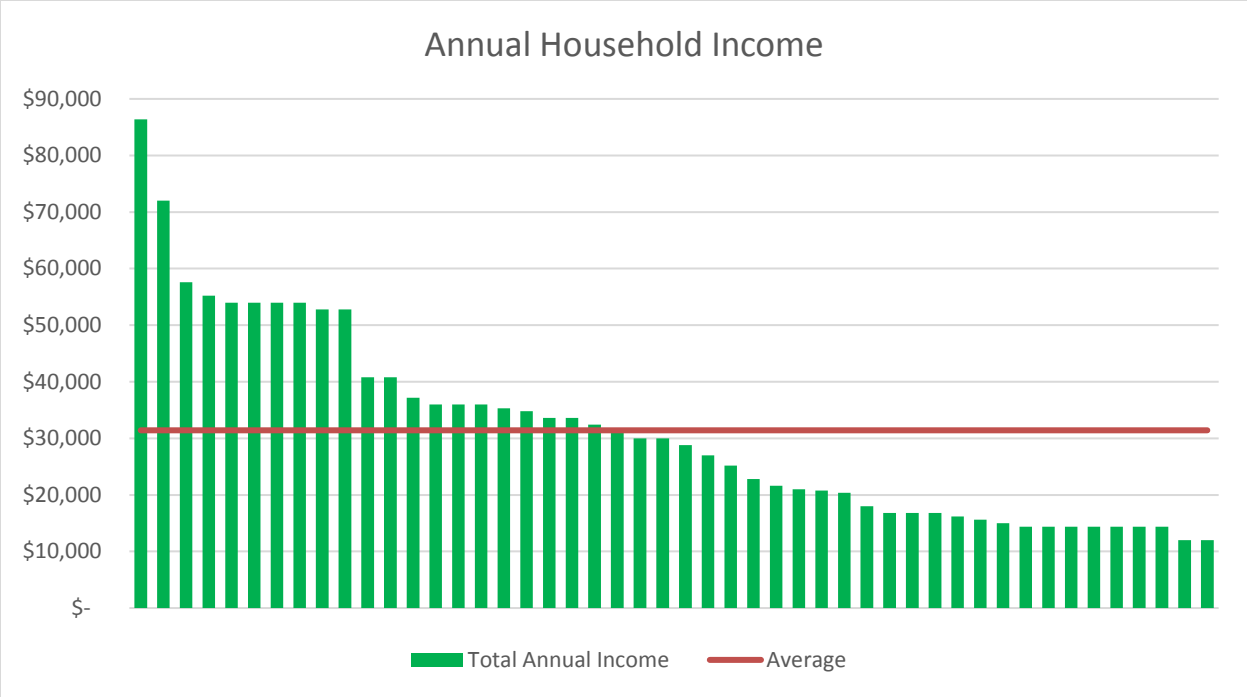
The average number of people per household of surveyed households is approximately four, with the largest being 9 people.



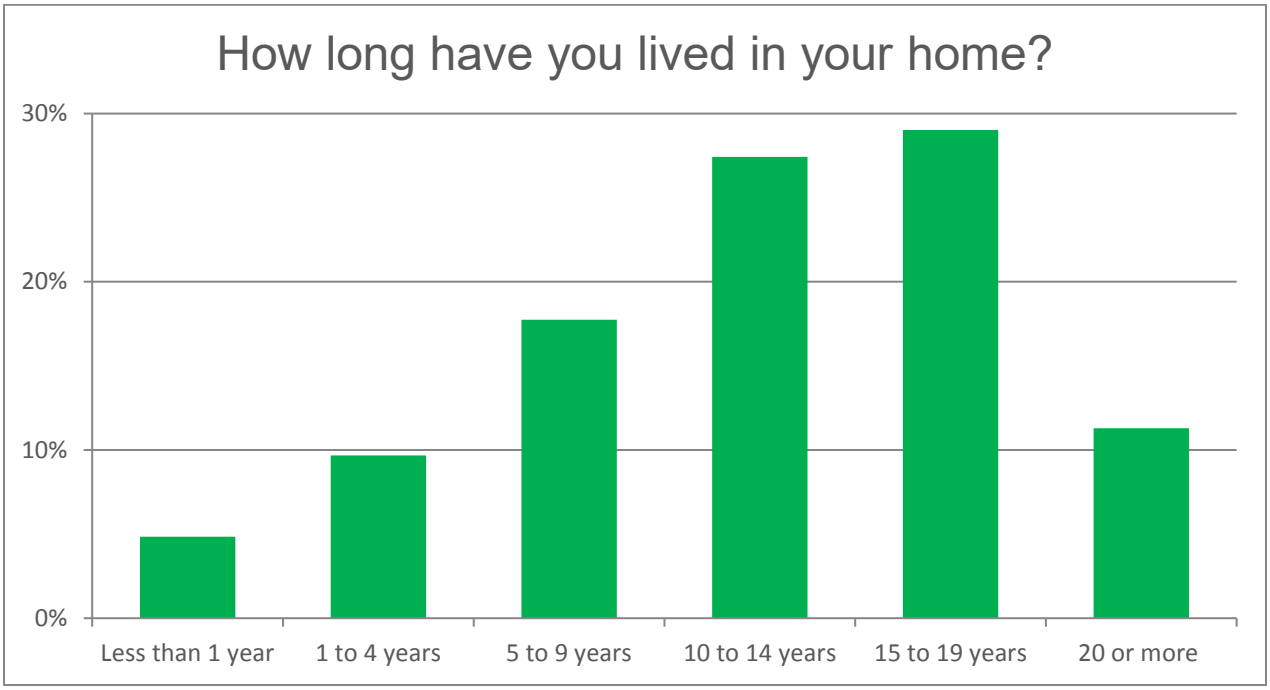
85 percent of surveyed households have a household including at least two adults. 46 percent of households have two adults.



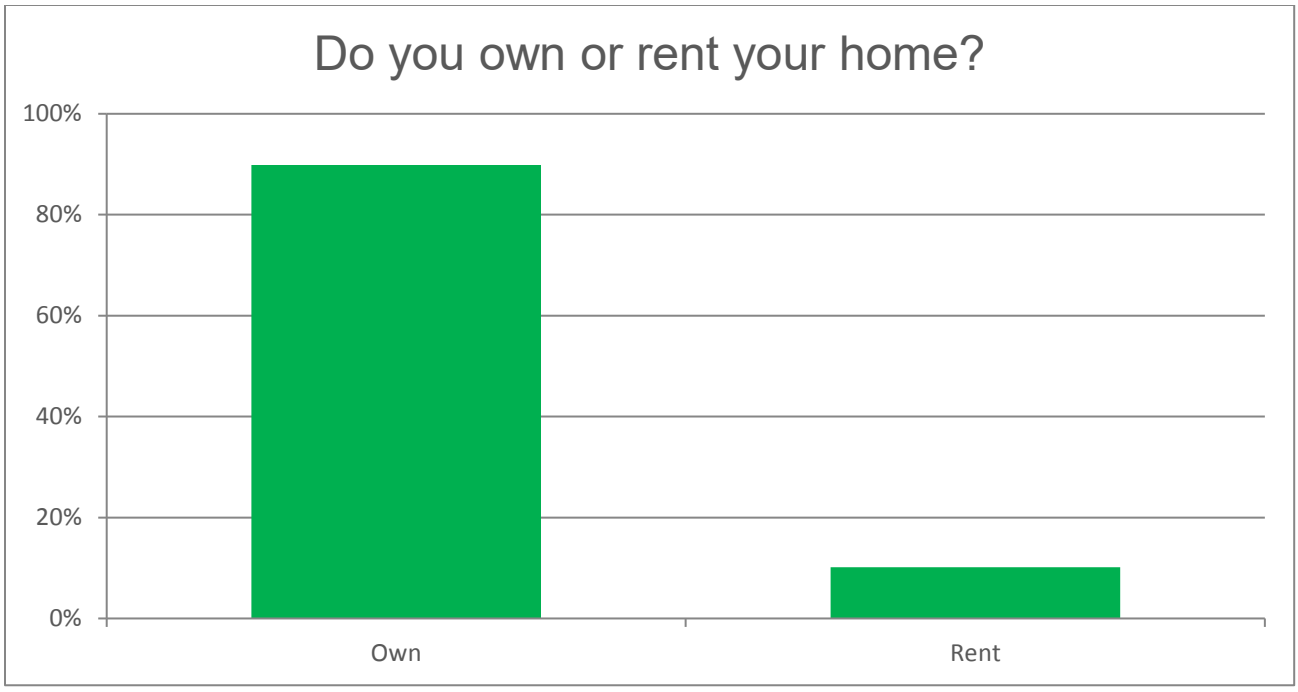
Approximately two out of three (62 percent) surveyed households have children.



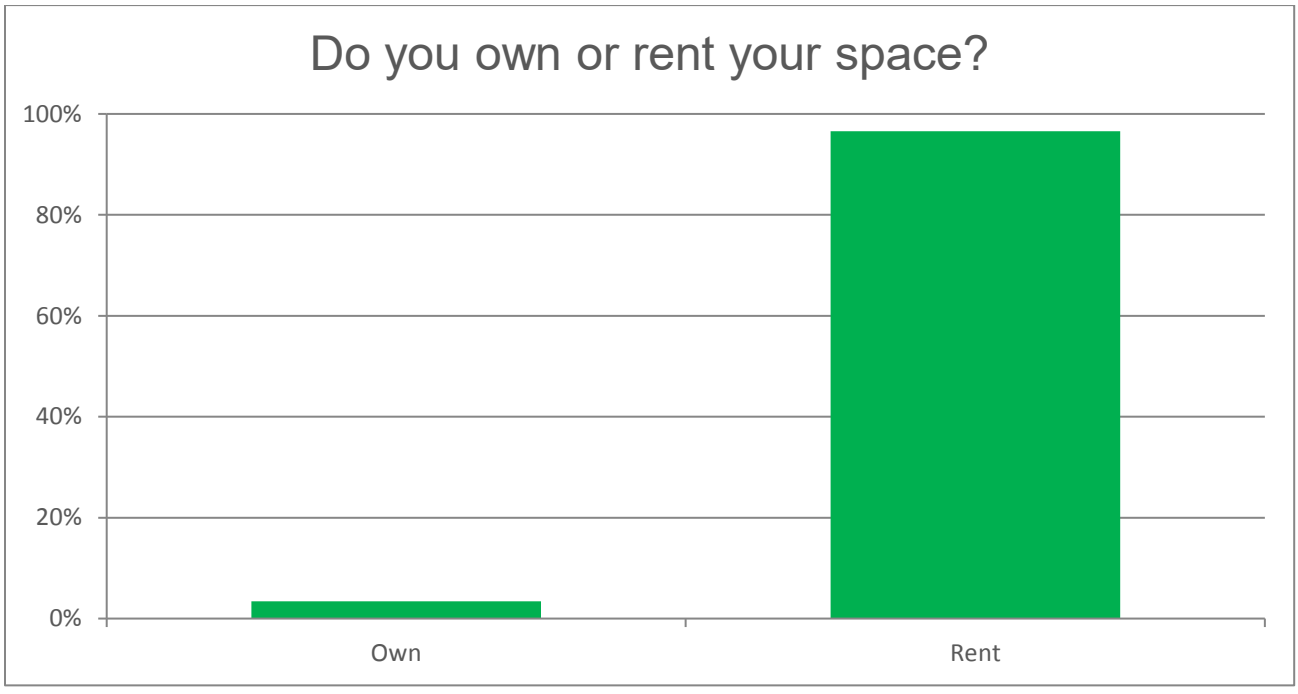
The average annual household income for surveyed households is $31,418; the median annual household income is $29,400. Annual household income ranges from $12,000 to $86,400.



More than two out of three (68 percent) of households have lived in their manufactured home for at least ten years.



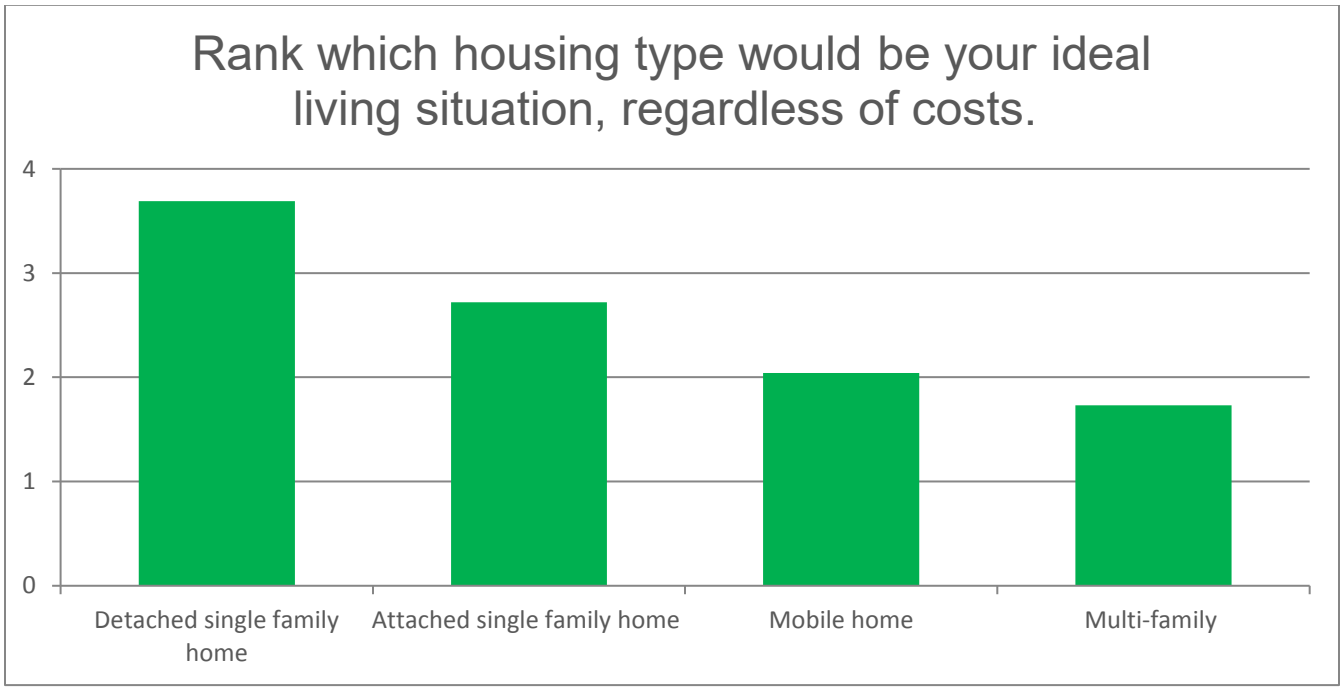
A large majority (90 percent) of surveyed households own their manufactured home.



Almost all of surveyed households indicated they rent their manufactured home space.

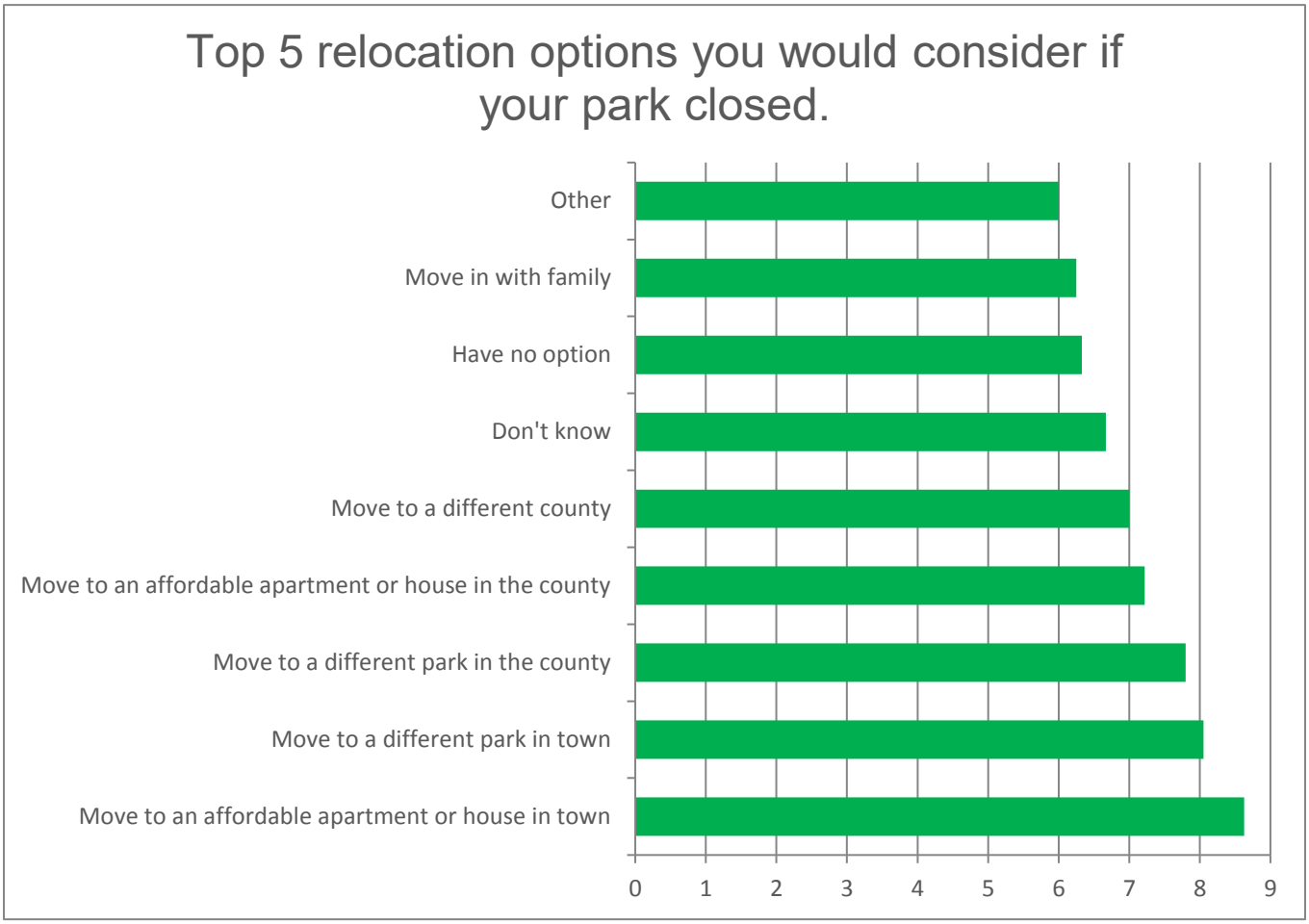
What is your total housing cost per month?

- Housing costs typically range from $450 - $850. The average monthly housing cost is $604 and the median is $575.

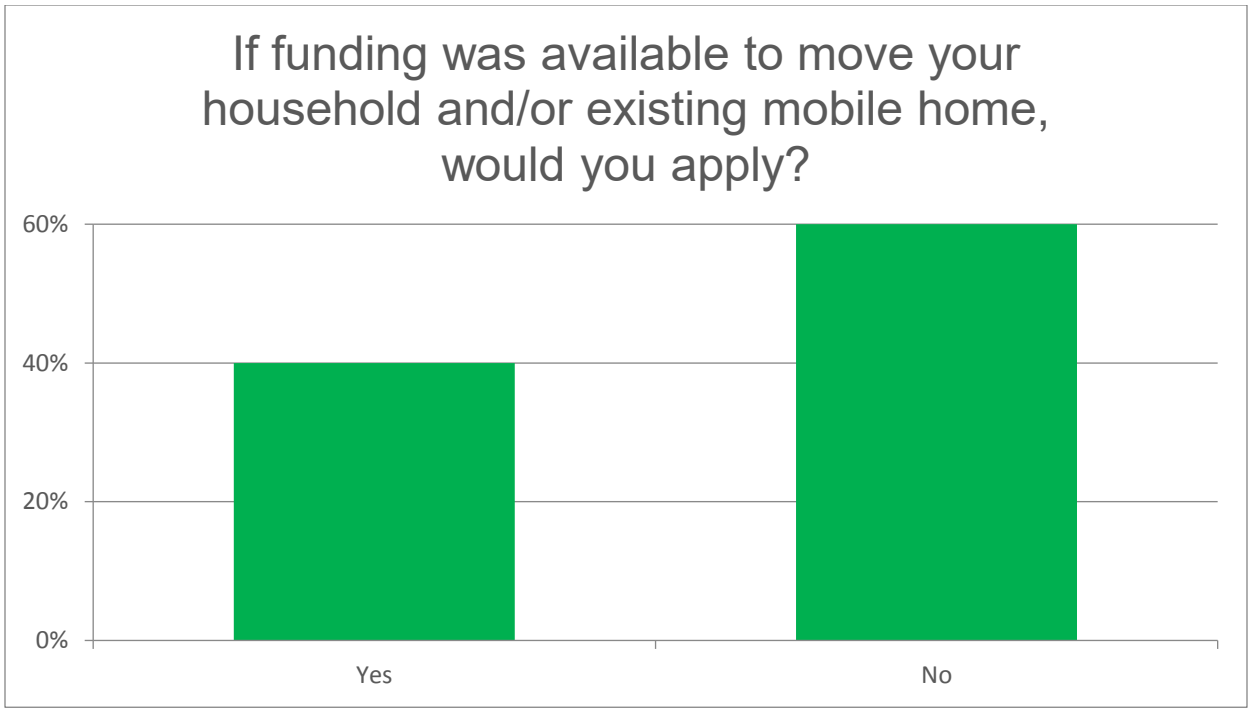


A majority of surveyed households would prefer a detached single family home or attached single family home as their ideal living situation. Some of the primary interests expressed in the focus groups related to residents' preference for a single family home included:

- If residents owned their own home, they would not have to worry about being displaced due to redevelopment or ongoing rent increases.
- Having the ability to pass their homes on to their children, so they can continue to have a home and live in Chapel Hill.
- Having their own space and sense of privacy. One resident said, "Where we live now, the houses aren't far from each other, but we have our own space."
- Not hearing the noise from neighbors if the houses are not connected.
- Having adequate space for children.



The most preferred potential relocation options that surveyed households would consider include: moving to an affordable apartment or house in town, moving to a different park in town, or moving to a different park in the county. However, many responded that they do not have an option.

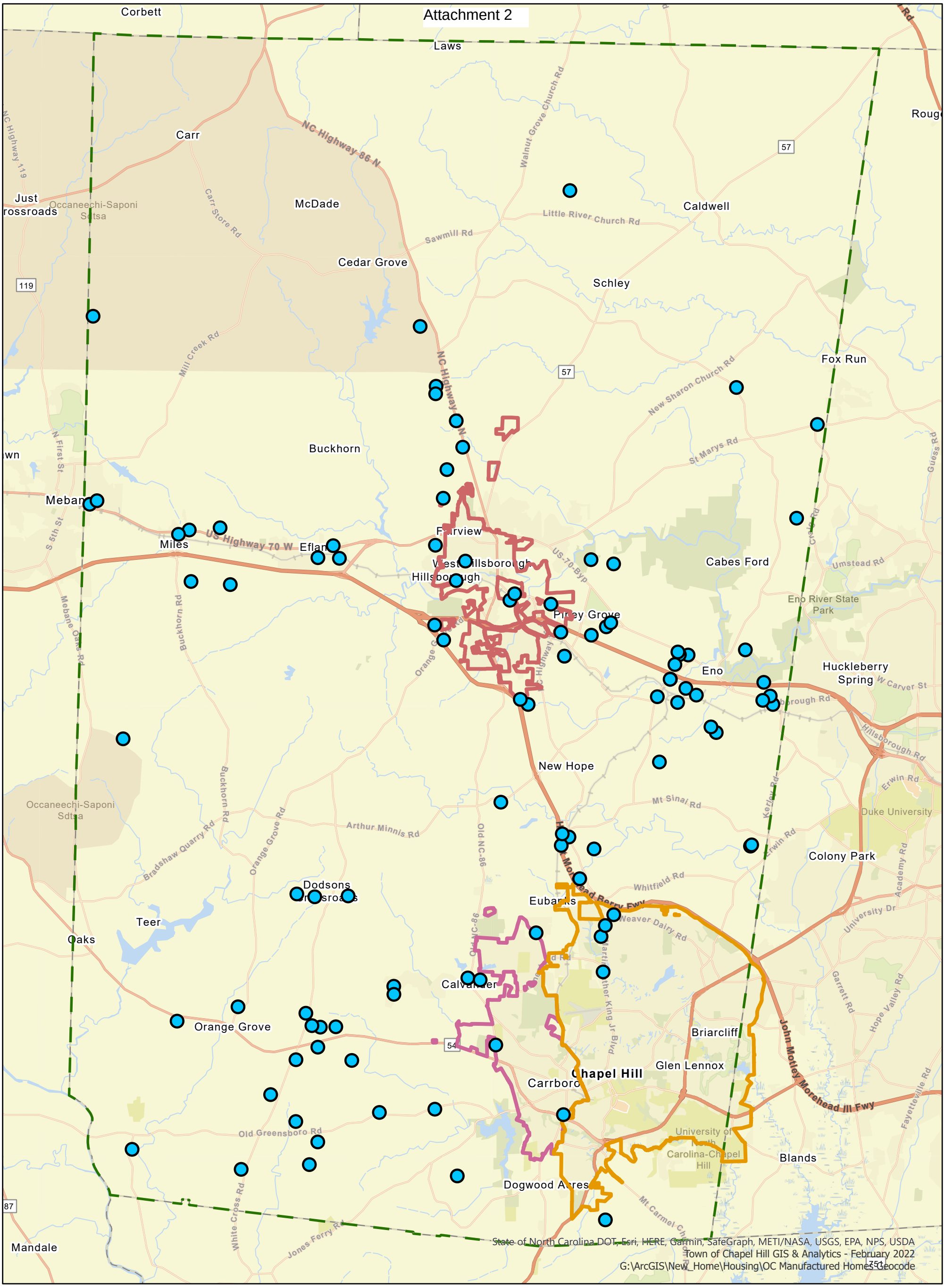


A majority (60 percent) of surveyed households would not apply if funding was available to move their household and existing manufactured home. We discussed this question in the focus groups and learned:

- Residents had concerns about the age and condition of their manufactured homes, which might make moving them to another location prohibitive.
- Many residents did not see manufactured homes as a permanent housing solution and were concerned if they relocated to another manufactured home park, that park would soon be redeveloped and they would be forced to move again.
- Some residents expressed an interest in receiving funding, if it was to assist them with finding a single family home.

Manufactured Home Communities in Orange County, NC

Attachment 2



Legend

- Manufactured Home Communities (100 communities, 2,017 units total)
- Orange County Boundary
- Chapel Hill Corporate Limits
- Carrboro Corporate Limits
- Hillsborough Town Limits

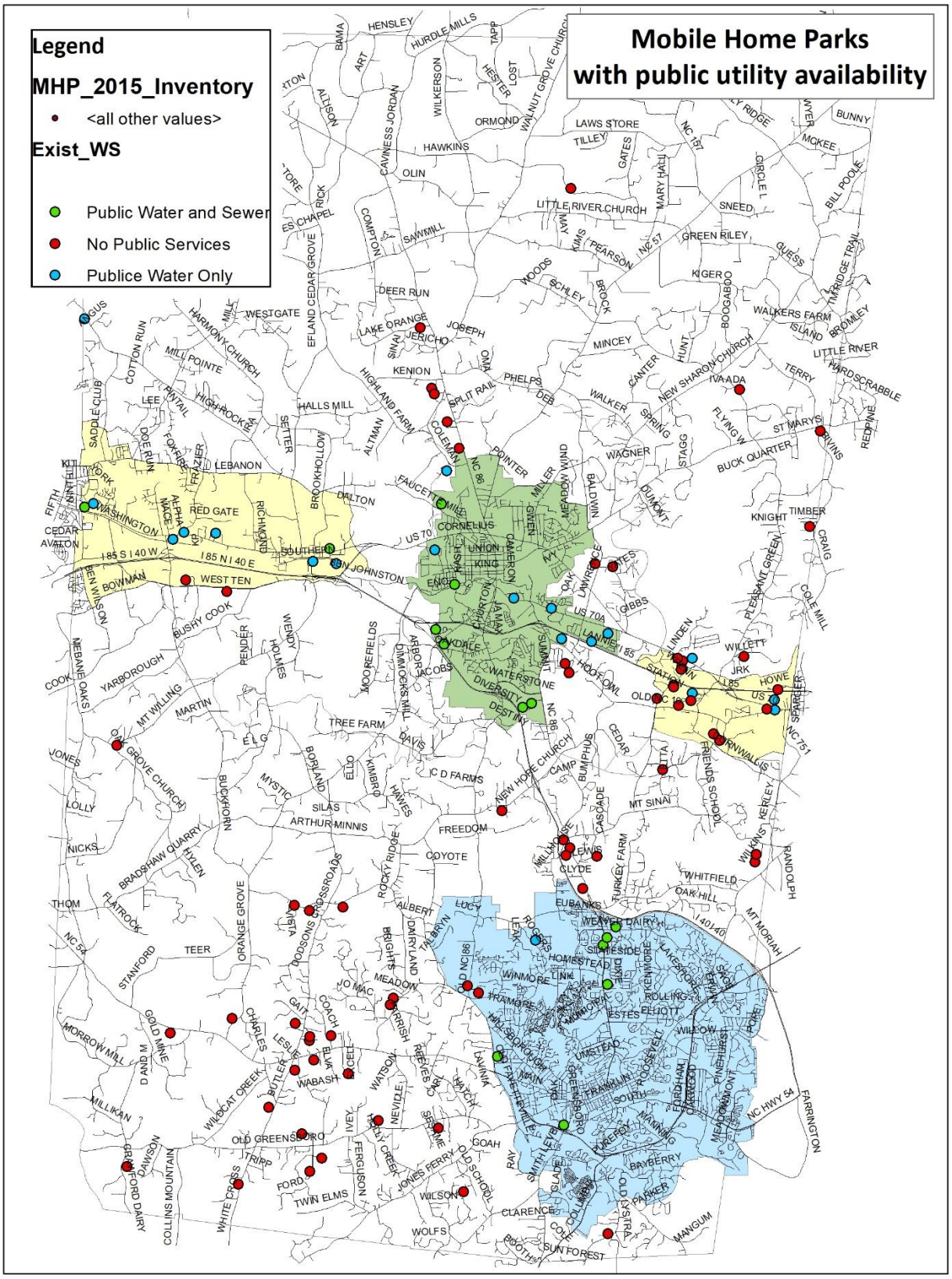
ORANGE COUNTY NORTH CAROLINA

TOWN OF HILLSBOROUGH NORTH CAROLINA

N

0 1 2 4 Miles

Prepared by Town of Chapel Hill GIS & Analytics
February 2022



This map represents a very simplistic risk analysis for the existing mobile home parks in Orange County. Each park is represented by a color-coded dot based on current public water and sewer service. The color shaded areas reflect the Primary Service Areas for Orange Water and Sewer Authority, Orange County, and Hillsborough. This shading gives a general indication of availability of services. The map can be displayed to show impacts of current zoning and a basic staff estimation of attractiveness to redevelopment based on utilities and zoning as well.

ORANGE COUNTY BOARD OF COMMISSIONERS

A RESOLUTION ENDORSING THE COUNTY-WIDE MANUFACTURED HOMES ACTION PLAN

WHEREAS, Orange County and the towns of Carrboro, Chapel Hill, and Hillsborough have a long history of collaboration on housing topics; and

WHEREAS, manufactured housing is an important source of naturally occurring affordable housing serving diverse populations and vulnerable community members; and

WHEREAS, in 2016, a number of manufactured home communities in our County were identified for redevelopment by property owners triggering the potential displacement of current residents; and

WHEREAS, the towns and County formed a work group with local housing partners to understand the risks, and potential remedies associated with this redevelopment issue, and strategies for improving and maintaining the quality of the manufactured home communities; and

WHEREAS, the work group generated a report on its findings and an inventory of manufactured housing communities in the County; and

WHEREAS, the environment for redevelopment has not abated and remains a constant threat for manufactured home parks in our community; and

WHEREAS, considering the prior work and continued need for a strategy to preserve manufactured home communities, minimize resident displacement due to redevelopment, and provide meaningful relocation assistance options to be in place moving forward; and

WHEREAS, engagement with residents in communities at risk was conducted to understand their concerns and preferences to guide the creation of the strategies included in the plan; and

WHEREAS, service providers, advocates, residents, and other stakeholders were consulted on development of the plan and staff incorporated feedback from the Orange County Local Government Affordable Housing Collaborative, the Carrboro Affordable Housing Commission, the Chapel Hill Housing Advisory Board, the Orange County Affordable Housing Advisory Board, the Orange County Affordable Housing Coalition, the Manufactured Homes Committee of the Orange County Affordable Housing Coalition;

NOW, THEREFORE, BE IT RESOLVED by Orange County that the Board of Commissioners endorses the Manufactured Homes Action Plan and commits to working cooperatively with the Carrboro, Chapel Hill, and Hillsborough to implement the strategies noted in the plan; and

BE IT FURTHER RESOLVED that the Board authorizes the County Manager to make adjustments to the County-Wide Manufactured Homes Action Plan, as described in the April 5, 2022 meeting materials and as needed as the Towns move into implementation.

Adopted this 5th day of April, 2022.

_____
Renee A. Price, Chair
Orange County Board of Commissioners

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 6-c

SUBJECT: Alcoholic Beverage Control (ABC) Board Request for Salary Range Update for the ABC Board General Manager

DEPARTMENT: County Manager

ATTACHMENT(S):

1. Memorandum from ABC Board Chair
2. Excerpt from Minutes of the June 15, 2021 BOCC Business Meeting

INFORMATION CONTACT:

Bonnie Hammersley, 919-245-2306

PURPOSE: To consider a request from the Alcoholic Beverage Control (ABC) Board to update the ABC General Manager's salary range to either:

1) Correlate the General Manager salary range to that of a County department head; or
2) Increase the salary cap for the ABC General Manager by 20% to $132,379.20

BACKGROUND: North Carolina General Statutes stipulate that the salary of the General Manager of a local ABC board *"shall not exceed the salary authorized by the General Assembly for the clerk of superior court of the county in which the appointing authority was originally incorporated unless such compensation is otherwise approved by the appointing authority."*

The Chair of the Orange County ABC Board has requested that the Board of Commissioners consider allowing the ABC Board to grant a performance based salary increase to the ABC Board's General Manager that exceeds the State limitation. The FY2021-22 authorized salary for the Orange County Clerk of Superior Court is $110,316. The ABC General Manager's current salary is within statutory maximum at $110,316.

According to the ABC Board's compensation policies, a performance rating of average or abovewould qualify for an increase of between three percent (3%) and five percent (5%). The ABC Board General Manager does not receive any additional compensation beyond the amount reported in his annual salary. The ABC Board Chair has provided the attached memorandum to support the ABC Board's request. The ABC Board Chair has indicated that updating the General Manager's salary range will address salary compression and align with other ABC Boards.

The ABC Board Chair is requesting correlating the General Manager's salary range to that

of a County department head. If that request is not BOCC approved, then the ABC Chair requests to increase the salary cap for the General Manager position by 20% to $132,379.20. The Durham and Wake counties' ABC General Manager caps are $145,000 and $194,463 respectively.

The Board of Commissioners previously considered a request from the ABC Board regarding the General Manager's salary in June 2021. An excerpt of the minutes from the Board's June 15, 2021 Business meeting is attached.

FINANCIAL IMPACT: The Alcoholic Beverage Control Board has sufficient funds budgeted to accommodate the potential salary range update for the General Manager.

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

- **GOAL: ENABLE FULL CIVIC PARTICIPATION**
  Ensure that Orange County residents are able to engage government through voting andvolunteering 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 the Board consider the ABC Board's request to update the salary range to either correlate the General Manager salary range to that of a County department head, or increase the salary cap for the ABC General Manager by 20% to $132,379.20

COUNTY OF ORANGE
ALCOHOLIC BEVERAGE CONTROL BOARD
601 VALLEY FORGE RD
HILLSBOROUGH, NORTH CAROLINA 27278
919-732-3432
ocabc@orangeabc.com

PATRICK BURNS, Board Chair
LIZ CARTER, Vice-Chair
TONY DUBOIS, General Manager

Board Members
ALICA MAHOOD
MIKE ZITO
JUDSON WILLIAMSON

March 3, 2022

The Honorable Chair Renee Price
Orange County Board of Commissioners
300 W Tryon St
Whitted Bldg. Rm-220
Hillsborough NC 27278

Dear Chairperson Price:

Pursuant to North Carolina General Statute 18B-700 (g1), The Orange County ABC Board must set our General Manager's salary either in line with the Orange County Clerk of Superior Court, or at a range approved by the Orange County Board of Commissioners. The purpose of the letter is to officially request the Orange County Board of Commissioners consider updating this range.

Since 2015 sales have increased for the ABC board 51%. Despite the COVID-19 pandemic and all of the challenges it has presented, sales have risen 27% in just the past two years. As you might imagine, this has added much more complexity and responsibility to the General Manager's position. For fiscal year 2019/2020, our total sales were $24,028,572. For fiscal year 2020/2021, our total sales increased to $27,158,053.

The Orange County ABC Board has increased the entry level wage 71% since 2015 to maintain the living wage yet the top wage has only increased 19% creating massive salary compression at all levels. We also feel the current level is not competitive with other Boards. Below you will find our salary chart, which clearly shows the compression issue. Approving this request would help alleviate the compression issue, make us more competitive and put us in a better position for future growth.

Orange County ABC Board Salary Ranges by Position

Hourly Positions

Level	Job Description	Location	Minimum	Maximum
3	Temporary	Various	$15.00hr	$15.00hr
4	Part-Time	Various	15.85hr	17.00 hr
5	Supervisor	Various	15.85hr	42,000
7	Assistant Manager	Any Store	36,000	58,000
10	Store Manager	Any Store	44,000	74,000

Salary Positions

Level	Job Description	Location	Minimum	Maximum
12	Buyer Assistant	Office/Whse	42,000	67,000
13	Admin	Office	44,000	70,000
14	Buyer	Office/Whse	56,000	87,000
15	Finance	Office	62,000	92,000
16	Assistant GM	Office	68,000	107,000
17	GM	Office	87,000	110,316

Orange County ABC Board organization:

To give your board members some information about our organization, we have 5 board members, 8 stores, an administrative office and a warehouse. We have a total of 60 employees, which includes only 6 administrative staff members. Our current budget for 2021/2022 is $2,300,000, which includes grants for law enforcement, alcohol education as well as contributions to the county fund. These contributions increased this year due to increased sales. We also rewarded our front line employees with raises for continuing their hard work through the pandemic, as well as a 5% 401k match. We also recently approved increasing our entry level wage to the "Orange County Living Wage".

Durham, Wake, and several other counties have adjusted their General Manager's pay range to be more closely aligned with competing Alcohol Control Boards, county leadership positions and the private sector. After comparing equivalent budgets for alcohol sales and revenue trends, The Orange County ABC Board respectfully requests tying the GM job range to that of a county department head. Should your Board decide this is not a viable option, we would provide an alternate request to increase the salary cap for the General Manager position 20% to $132,379.20.

Other area Board General Manager pay ranges:

Durham County ABC General Manager salary range: $120,000 - $145,000
Wake County ABC General Manager salary range: $121,463 - $194,463

We want to thank you and the entire board for considering our request, as well as the support you provide our organization. Our staff works hard to serve the citizens of Orange County by providing a wide selection of products and providing outstanding customer service. Please do not hesitate to reach out to me directly with any questions.

Sincerely,

Patrick R. Burns
Orange County ABC Chair
Orange County ABC Board
www.orangeabc.com

The Chair of the Orange County ABC Board has requested that the Board of Commissioners consider allowing the ABC Board to grant a performance based salary increase to the ABC Board's General Manager that exceeds the State limitation. The FY2020-21 authorized salary for the Orange County Clerk of Superior Court is $107,625. The ABC General Manager's current salary is at that statutory maximum. Therefore, any merit based salary increase would exceed the State salary limit.

According to the ABC Board's compensation policies, a performance rating of average or above would qualify for an increase of between three percent (3%) and five percent (5%). The ABC Board General Manager does not receive any additional compensation beyond the amount reported in his annual salary. The ABC Board is considering an across the board five percent (5%) increase for all ABC employees at its June 15, 2021 meeting.

The ABC Board Chair is requesting authorization to grant a performance based salary increase of up to five percent (5%), which would result in a maximum salary of $113,006.

Travis Myren reviewed the background information for the item.

Commissioner McKee said he brought this item forward, and this has been done several times in the past. He said some communities were providing lavish salaries in the past, which may have generated the State law.

Chair Price said she has an issue with providing this increase when no increases were provided for other County employees.

Commissioner Dorosin said he has issues with percentage increases at the top end of the spectrum. He said it sounds fair because everyone receives it, but in truth, the gap in pay between top earners and lower earners, just increases.

Commissioner Hamilton said she shares the concerns of Chair Price and Commissioner Dorosin. She said she does not know all the finances of the ABC board, but it seems that, given the impact of their service, more money should be flowing to impact people who suffer from the effects of alcohol. She said she has concerns giving ABC staff raises, when current County employees have not gotten any raises.

Commissioner McKee said the raise would not be coming from County funds, and the ABC Board is an independent organization that is revenue positive. He said the more profits they make, the more they are able to provide back through the County, and organizations that address the impacts of alcohol. He said the increase is up to 5%, and the exact percentage is up to the ABC Board. He said new stores that have been built are doing extremely well, as well as remodeled stores. He said he understands that County did not give raises, but the ABC board is not part of the BOCC's budgetary process. He said the BOCC is just allowing the raise to be possible, and the ABC board will determine the specifics. He said this has been done before without any discussion.

Commissioner Bedford asked if the ABC board has been able to maintain living wage for all employees.

Commissioner McKee said yes, as far as he knows.

Chair Price said she understands it is not County money, and it has been done before, but the County has not been in a pandemic before. She said if it was something that dealt with health, she would vote yes, but she will vote against it.

A motion was made by Commissioner McKee to approve the ABC Board's request to exceed the statutory limit on the General Manager's salary by up to five percent (5%).

The motion failed due to lack of a second

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 7-a

SUBJECT: Report on 2021 Tax Appeals Results

DEPARTMENT: Tax Administration

ATTACHMENT(S):
PowerPoint Presentation

INFORMATION CONTACT:
Nancy Freeman, Tax Administrator, (919-245-2735)

PURPOSE: To receive a report on the results of the 2021 Appeals Process.

BACKGROUND: 2021 was a Revaluation year, and in March 2021, the Notices of Revaluation were mailed to property owners. Due to public concerns, the Board of Commissioners approved a resolution at the June 15, 2021 Business meeting to extend the adjournment date of the Board of Equalization and Review (BOER) until September 1, 2021, extending the corresponding appeal period as well.

Based on information brought to the Tax Office by community leaders, and additional research by the Tax Office, the BOER directed the Tax Office on July 28, 2021 to review the additional properties in the Northside area because of use restrictions in the area.

The BOER adjourned on September 1, 2021 and held post-adjournment hearings through mid-December 2021.

As of December 16, 2021, all Decision Notices for 2021 formal appeals were completed and mailed. Appellants had a 30-day window from the date of the decision notice to appeal to the North Carolina Property Tax Commission (NCPTS).

This report provides the results of the 2021 appeals, and the effects of the additional time provided by the extension of the 2021 appeal period. It also provides the results of the neighborhood conservation districts review.

It should be noted that a value appeal initiates a review of the property by the assigned appraiser, who will correct inaccuracies in the property record and adjust the value of the property accordingly through application of the approved Schedule of Values. Any resulting change in value may coincide with the appellant's opinion of value or be less or greater than the appellant's

opinion. The resulting value must reflect market value as of the most recent revaluation date, as is required by the North Carolina General Statutes.

FINANCIAL IMPACT: There is no Orange County 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 Impact associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board receive the report and provide any comments and questions.

2021 Tax Appeals Results

Nancy Freeman, Tax Administrator

April 5, 2022

2

2021 Value Appeals Process

- 2021 was a Revaluation Year for Orange County Tax Office
- Real Properties are valued based on January 1 current market value
- Revaluation Notices of New Values mailed March 24, 2021
- Appeals period began March 24 and ended September 1, 2021
- Informal Appeals period began March 24 and ended May 2
- Formal Appeals period began May 3, with the Board of Equalization and Review (BOER) convening and ended September 1 with the BOER adjourning

Appeals Overview

3

- There were a total of 2097 appeals: 1682 Informal, 413 Formal
- Overall, the appeals rendered a reduction of 17% to the values of the appealed properties.
- The reduction represents approximately 1.5% of the County Tax Base.
- The appeal process begins with an appellant submitting an appeal, often using the appeal form provided by the Tax Office, in which the appellant is encouraged to provide an opinion of value and relevant information to support their opinion. The appeal is then assigned to an appraiser who reviews the appellant's evidence, the property characteristics on record, and relevant market data relating to the property. Based on their findings, the appraiser may correct inaccuracies in the property record and adjust the value of the property accordingly through application of the approved Schedule of Values. Any resulting change in value may coincide with the appellant's opinion of value or be less or greater than the appellant's opinion.

Informal Appeal Period

- During Informal Appeals Period, appeals are distributed to appraisers who review the properties and determined a new value or no change to value.
- In total, there were 1,682 Informal Appeals
- Decision notices for 2021 Informal appeals were mailed five times, beginning on May 5 and ending on September 9, 2021
- Decision Notices included:
  - Property Identification
  - Resulting Value/Decision
  - Notification of Right to Appeal by September 1 or within 30 days of the Date of the Notice, whichever is longer
- There were 67 properties appealed formally that were also appealed informally.

5

Formal Appeal Period

The Formal Appeals Period is established by the date the Board of Equalization and Review (BOER) convenes and adjourns. Property owners may submit a formal appeal while the Board is in session. Both the property owner and the appraiser assigned to the property gather information and provide it to the Board of Equalization and Review as evidence. At the hearing, the property owner/appellant may present evidence in person, or provide it for Board's review without being present. The appraiser presents evidence for County at the hearing.

In 2021 the BOER convened on May 3, which was the last day by statute that the BOER was allowed to convene.

The adjournment was extended to September 1 to allow more time for property owners to appeal their value.

6

Formal Appeal Period: Schedule of Hearings

Month	Number of Meetings	Number of Appeals
May	2	9
June	8	55
July	2	26
August	7	78
September	7	85
October	6	75
November	5	47
December	3	38
	40	**413**

Total number of formal appeals: 413
20 Meetings Prior to Adjournment, 185 Appeals Heard
20 Post-Adjournment Meetings, 228 Appeals Heard
10 Meetings for Commercial Properties
3 In-Person Meetings

Formal Appeals Period (continued)

- As the meetings were conducted, decision notices were mailed to the appellants.
- Formal Decision Notices include:
  - Property Identification
  - Board's Decision/Resulting Value
  - Notification of Property Owner's Right to Appeal to the North Carolina Property Tax Commission (NCPTC) within 30 days of the Date of the Notice
  - Specific Requirements of the Appeal to the NCPTC, including the requirement to notice both the NCPTC and the County of the appeal.
- The first decision notices were mailed on July 12, 2021. Notices were mailed nine more times, with the final round of notices being mailed December 16, 2021.
- Minutes from the meetings are published on the Orange County website here: https://nc-orangecounty.civicplus.com/AgendaCenter

Further Appeals: North Carolina Property Tax Commission

- Property owners who are not satisfied with the decision of the BOER have the right to appeal to the North Carolina Property Tax Commission (NCPTC) within 30 days of the Date of the Notice of Decision received in response to the BOER Hearing.
- The NCPTC requires that the appellant send notice of their intent to appeal the BOER decision to the NCPTC and the County. Additionally the NCPTC requires that the appellant send them a copy of the BOER notice, and complete/return a form AV-14, which is provided by the NCPTC when the appeal is received.
- There were 12 appeals for 2021 values to the Property Tax Commission including a total of 20 parcels. Three properties owned by one appellant have been dismissed due to untimeliness. None of the properties appealed were in the Northside Review area.
- The average number of appeals to the NCPTC for the last three years is seven. In comparison, in 2017, the last revaluation year, there were 29 appeals to the NCPTS.

9

Results of the Northside Appeals

- After revaluation notices were mailed, Tax Office was made aware of inconsistencies in the valuation of properties identified in Chapel Hill's Northside Neighborhood Conservation District and Carrboro's Lloyd/Broad Neighborhood Preservation District.
- There were 191 informal appeals and 51 formal appeals in the identified areas. 23 of the formal appeals were the result of an informal appeal.
- At the informal level, there was a net reduction of $7,859,135. 155 parcels had a reduction, with the average amount of $71,925. 31 increased in value, average of $106,100. 5 properties had no change.
- Of these 51 formal appeals there was a net decrease of $1,882,500. 35 of the properties decreased in value, 15 increased in value, and 1 had no change. The Average decrease was $86,217 and the average increase was $75,673.
- On July 28, the Tax Office requested that the Board of Equalization and Review exercise its power and duties as noted in NC General Statute 105-322 (g) (1) (b,c,d) and requested the Tax Office review the remaining approximately 472 properties in the identified areas that had not been appealed and make any necessary corrections to these properties and their values to be consistent with the actions taken on properties that were informally or formally appealed.

10

Results of Northside Appeals (continued)

- Reviews and field visits were made of the remaining properties in the affected neighborhoods, which included approximately 472 properties. 68% decreased in value, 29% increased in value, and 3% had no change in value. Overall change in value was a reduction of $10,695,500.
- After review, using data provided about the neighborhood conservation districts, data compiled based on sales in the area, and field visits to the properties, values were adjusted on many of the properties.
- Smaller properties that were conforming to the restrictions of the Northside Neighborhood Conservation District on average received a reduction in value of at least 20%. The average reduction in value was $71,901.
- Larger, legally non-conforming properties were reviewed and some were adjusted to reflect an increase in value. The average increase was $79,400.

Results of Northside Appeals (continued)

- While the majority of the Northside appeals occurred early in the appeal period, there were 42 appeals after the original deadline of June 30th.
- In order for staff to review all properties and provide the most consistent and accurate review, most value notices were mailed for the properties appealed in the Northside area in late August and early September, after all of the affected properties were reviewed.
- The involvement of the community, the property owners who appealed their value and the community leaders who provided information about the neighborhood conservation districts were key to making the changes to provide more equitable values.
- We look forward to continued communication with property owners, involved government entities, and community leaders to provide information on changes that will provide vital information for the best valuation of properties in Orange County.

Review of East 54 Condominiums

- On June 8, a formal appeal of a property located at East 54 Condominiums brought forth the fact that there was a notable difference in fair market values of the condo units in the referenced buildings that face the golf course versus the units that face the parking lot.
- The Tax Office researched the issue and found that there was a need to review a total of 92 properties to determine more equitable valuations for the properties. At the August 12 Board of Equalization and Review meeting the Board directed the Tax Office to make necessary corrections to these properties and their values to be consistent with the action taken on the appeal from June 8.
- 92 properties were reviewed, with 72 properties decreasing in value, 19 increasing in value and 1 no change. Value notices were mailed September 7. The overall change in value for the affected condominiums was a reduction of $1,936,600.
- As in the case of the Northside Review, the information provided by the property owners who appealed their values and provided information previously unknown to the Tax Office was the key to making the adjustments to more equitably value these properties.

2021 Tax Appeals Results

- Real property sales increased steadily prior to the January 1, 2021 revaluation date. This resulted in a substantial increase in valuation county-wide for the 2021 Revaluation.
- The function of the Revaluation was complicated throughout by the onset of the COVID epidemic. Tax Office Staff was able to successfully review and value all properties and send notices in March 2021.
- The extension of the deadline to appeal provided additional time for property owners to appeal, due to the COVID and also due to the information and subsequent review of properties in the Northside neighborhood conservation district.
- The online appeals module put into production in March 2021 successfully provided an effective way for property owners to appeal value without an in-person visit.
- The final number of appeals is below the estimated number for 2021. The original estimate was set at up to 5,000 appeals, based on the number of appeals in 2009.
- Continued outreach to the communities, and the continued involvement of our taxpayers to provide information about properties in Orange County will help us to continue to provide successful revaluations in the future.

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 8-a

SUBJECT: Minutes

DEPARTMENT: Board of County Commissioners

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

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

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 22, 2022 Virtual Joint Meeting with Schools
Attachment 2: March 1, 2022 Business Meeting
Attachment 3: March 10, 2022 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.

MINUTES
JOINT MEETING WITH
ORANGE COUNTY BOARD OF EDUCATION
AND CHAPEL HILL-CARRBORO CITY SCHOOLS
February 22, 2022
7:00 p.m.

The Orange County Board of Commissioners met for a virtual joint meeting with the Orange County Board of Education and Chapel-Hill Carrboro Board of Education on Tuesday, February 22, 2022 at 7:00 p.m.

COUNTY COMMISSIONERS PRESENT: Chair Renee Price (arrived at 8:05 p.m.), Vice Chair Jamezetta Bedford, and Commissioners Amy Fowler, Sally Greene, Jean Hamilton, Earl McKee, and Anna Richards
COUNTY COMMISSIONERS ABSENT: None
COUNTY ATTORNEYS PRESENT: John Roberts
COUNTY STAFF PRESENT: County Manager Bonnie Hammersley, Deputy County Manager Travis Myren, and Clerk to the Board Laura Jensen (All other staff members will be identified appropriately below)
ORANGE COUNTY BOARD OF EDUCATION PRESENT: Chair Carrie Doyle, Vice Chair Brenda Stephens, and Board Members Will Atherton, Bonnie Hauser, Hillary MacKenzie, Jennifer Moore, and Sarah Smylie
ORANGE COUNTY BOARD OF EDUCATION ABSENT: None
ORANGE COUNTY SCHOOLS (OCS) STAFF PRESENT: Superintendent Dr. Monique Felder and Chief Finance Officer Rhonda Rath (All other staff members will be identified appropriately below)
CHAPEL HILL-CARRBORO BOARD OF EDUCATION PRESENT: Chair Deon Temne, Vice Chair Rani Dasi, and Board Members George Griffin, Riza Jenkins, and Mike Sharp
CHAPEL HILL-CARRBORO BOARD OF EDUCATION ABSENT: Jillian La Serna and Ashton Powell.
CHAPEL HILL-CARRBORO SCHOOLS (CHCCS) STAFF PRESENT:
Superintendent Dr. Nyah Hamlett and Chief Finance Officer Jonathon Scott (All other staff members will be identified appropriately below)

Vice Chair Bedford called the Board of County Commissioners meeting to order at 7:00 p.m.

Due to current public health concerns, the Board of Commissioners conducted a virtual joint meeting with the Orange County Board of Education and Chapel Hill-Carrboro Board of Education on February 22, 2022 utilizing Zoom. Members of the Board of Commissioners will be participating in the meeting remotely. As in prior meetings, members of the public are able to view and listen to the meeting via live streaming video at orangecountync.gov/967/Meeting-Videos and on Orange County Gov-TV on channels 1301 or 97.6 (Spectrum Cable).

A roll call of the County Commissioners was called; all members were present.

Vice Chair Bedford greeted everyone and introduced members of the Board of County Commissioners and county staff.

Deon Temne, Chair of the Chapel Hill Carrboro Board of Education, greeted everyone and introduced staff from the school system and members of the Chapel Hill Carrboro Board of Education.

Carrie Doyle, Chair of the Orange County Board of Education, greeted everyone and introduced staff from the school system and members of the Orange County Board of Education.

The Board discussed the various School related issues that are of interest to the Board of County Commissioners, Chapel Hill-Carrboro City Schools (CHCCS) Board of Education and Orange County Schools (OCS) Board of Education.

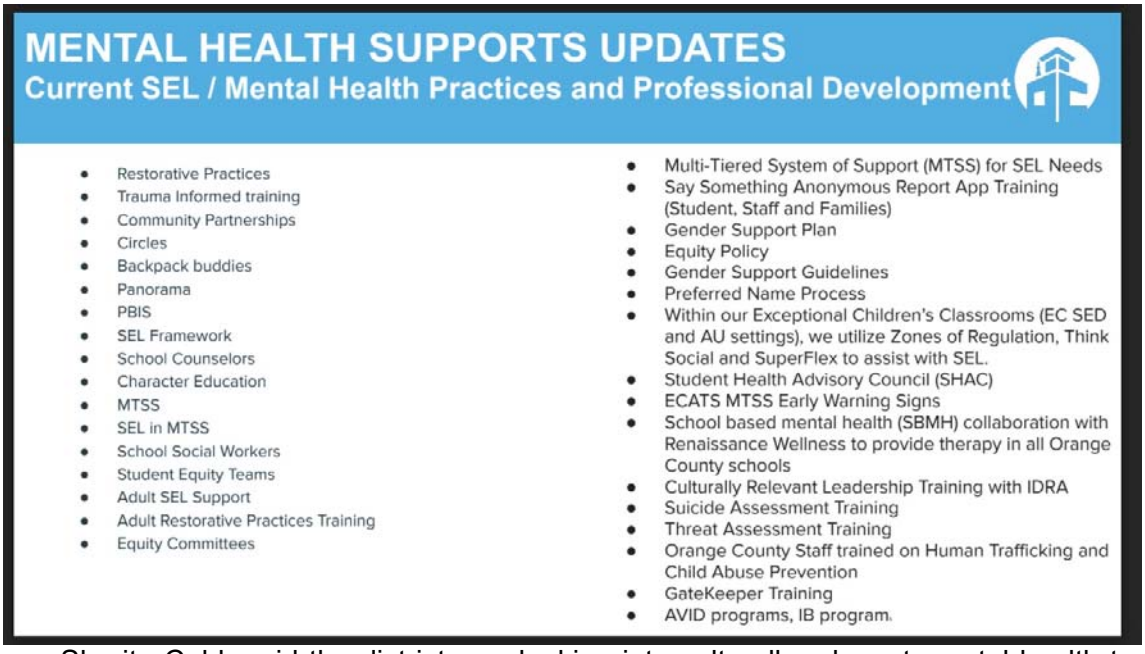
BACKGROUND: The County/Schools Collaboration Work Group established the agenda items for this Joint meeting. Both School systems provided attachments for the first agenda item. The appropriate page numbers and/or attachment numbers are referenced in that agenda item.

1. District Proposals for Behavioral Health and Achievement Gap Initiatives

a. Orange County Schools –

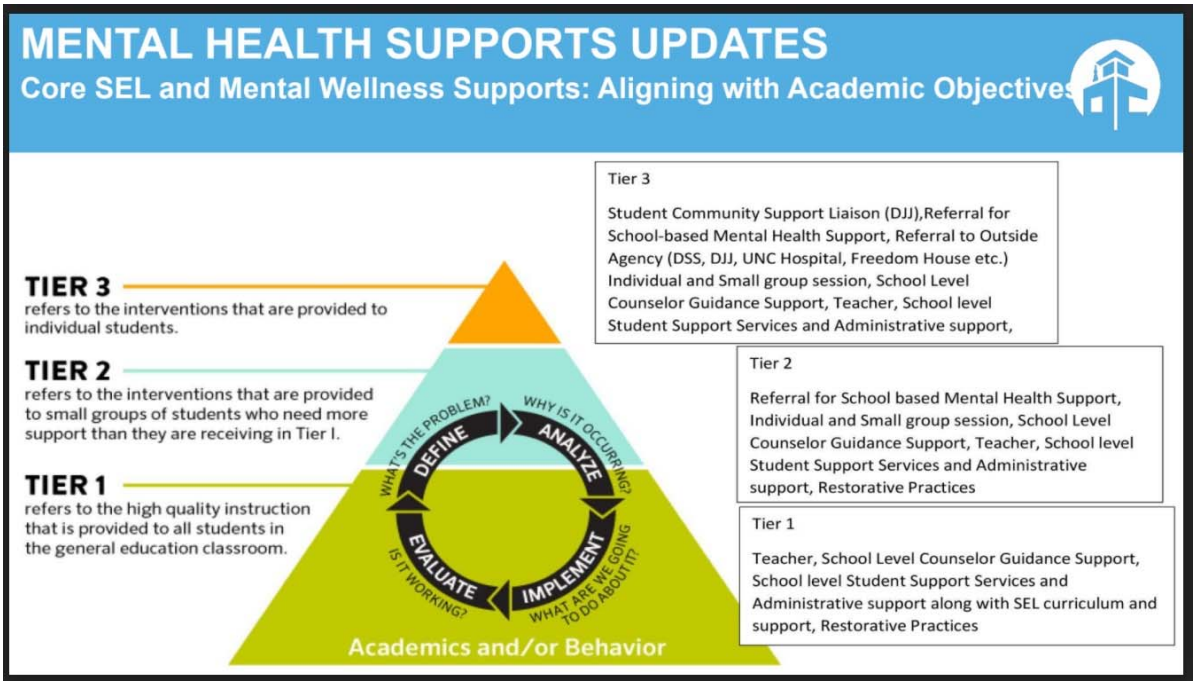
Sherita Cobb, Director of Student Support Services, made the following presentation on Mental Health Supports Updates:

Slide #1



Sherita Cobb said the district was looking into culturally relevant mental health training for staff and students. She said they were also looking into gatekeeper training with all staff, including bus drivers, cafeteria workers, and custodians. She said all staff interact with students and make a difference in the lives of children. She said school counselors are supporting character education and Social Emotional Learning (SEL) work for students and staff, as well as adult SEL work.

Slide #2



Sherita Cobb said that they tie all their work to the Core SEL and mental wellness supports. She said that this aligns with the academic objectives.

Slide #3

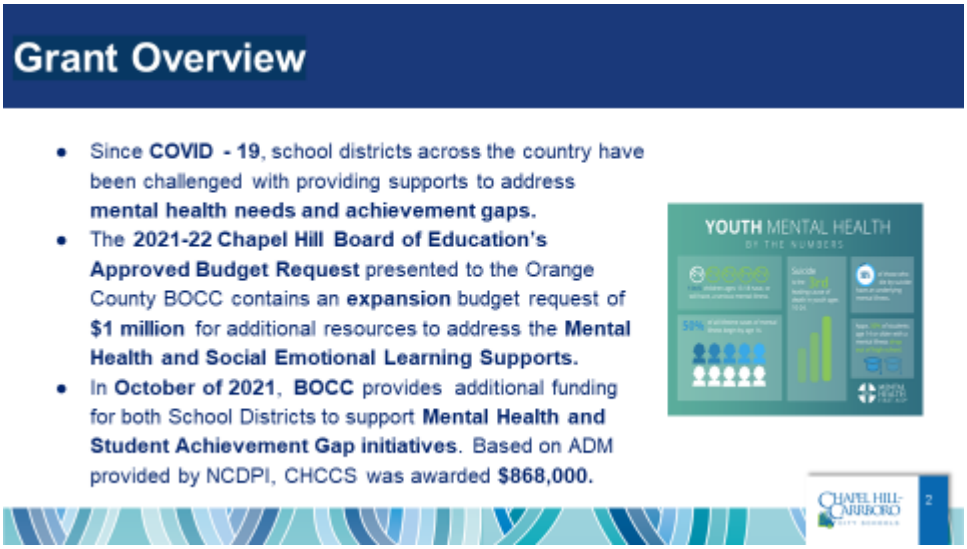
Sherita Cobb said the goal is to provide treatment, referrals, and a re-entry plan to provide wrap around support for students. She said they are looking at a SEL curriculum that would best support students and staff and provide consistency across the district.

b. Chapel Hill Carrboro City Schools –

Dr. Nyah Hamlett, Superintendent, made the following presentation:

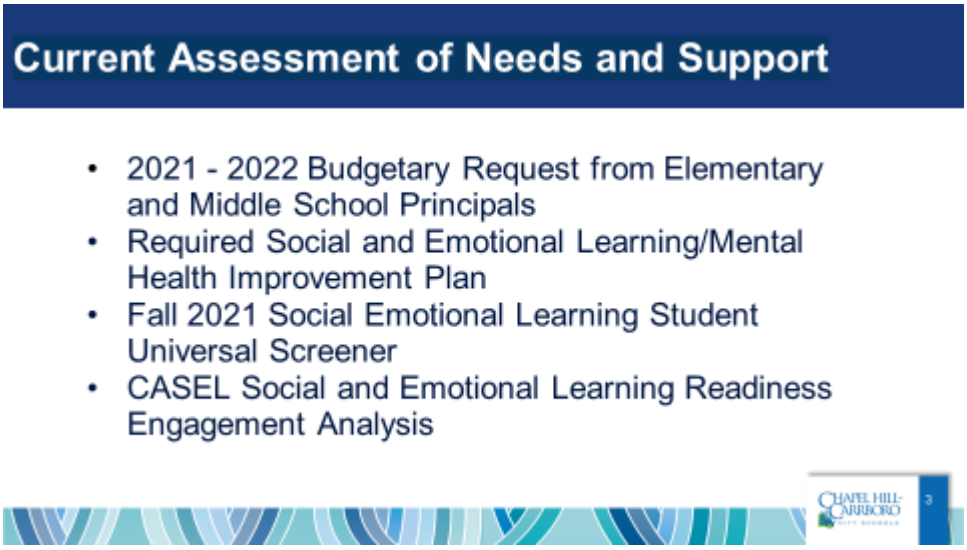
Slide #1:

Slide #2



Dr. Hamlett read quotes from principals regarding the increased mental health needs they see in their student populations. She said they are focused on wellness for employees and students.

Slide #3

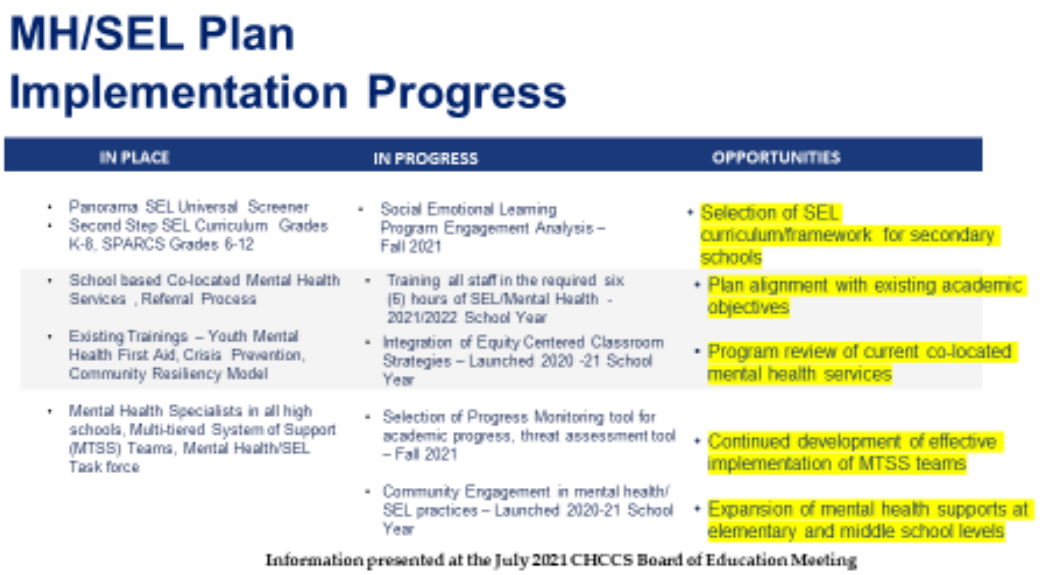


Dr. Charlos Banks, Chief of School Support and Wellness, continued the presentation:

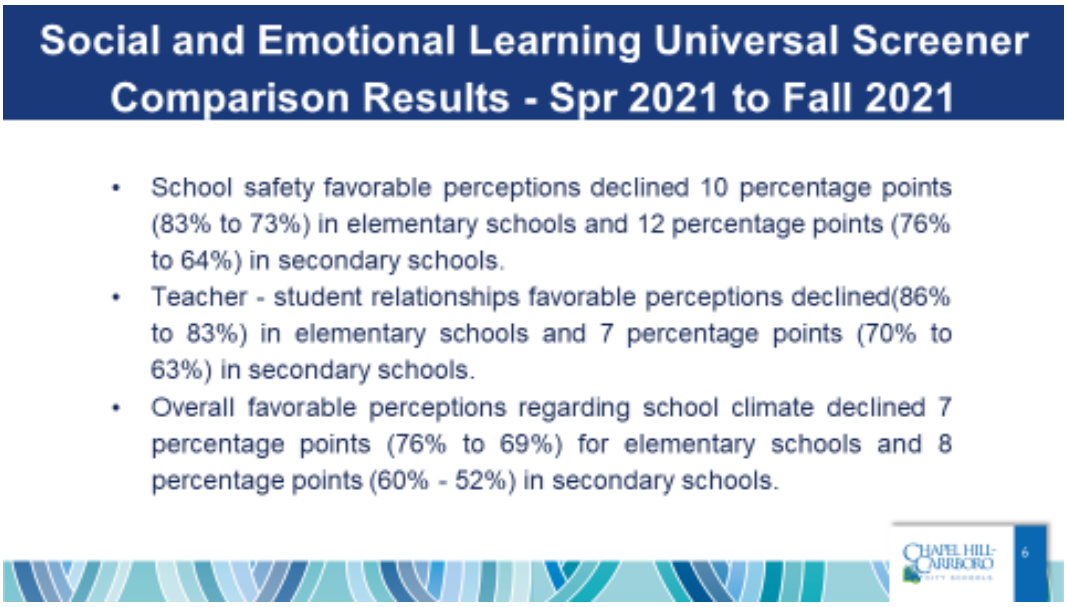
Slide #4

Dr. Charlos Banks said in November 2020, the state board of education required that every school district in North Carolina have a mental health policy, and to create comprehensive social and emotional learning and a mental health improvement plan by 2025. She said the slide shows the components that must be in place for those plans.

Slide #5

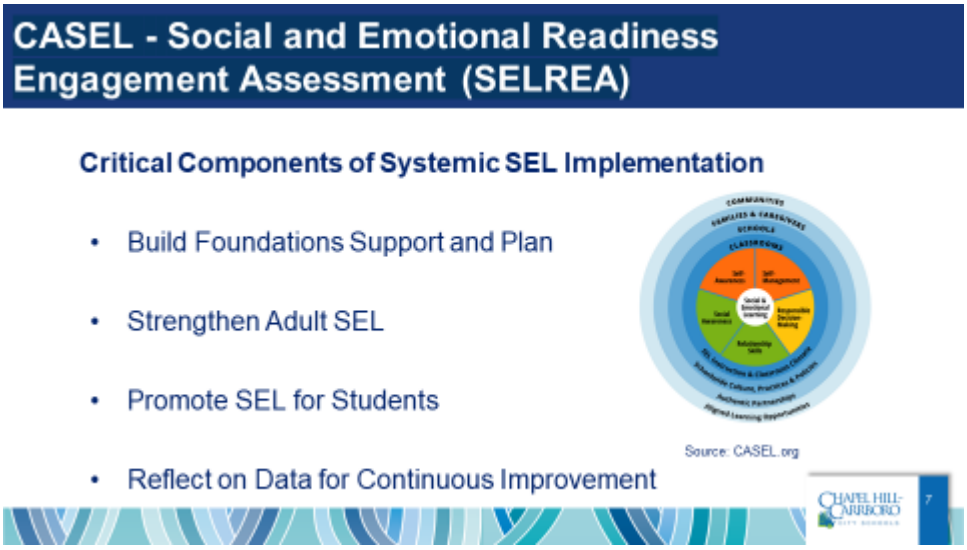


Slide #6



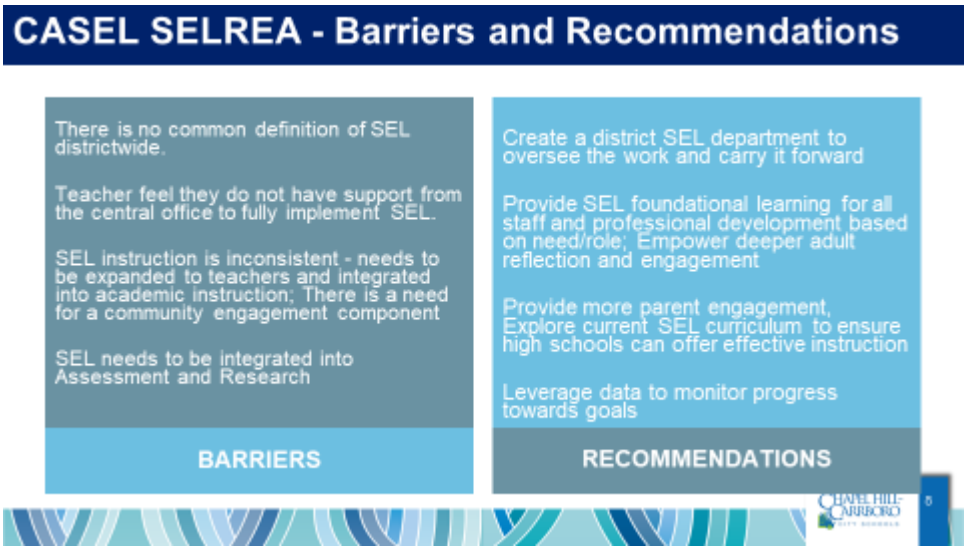
Dr. Charlos Banks said the screenings are issued in the fall and spring to all students and discussed the results as shown in the slide.

Slide #7



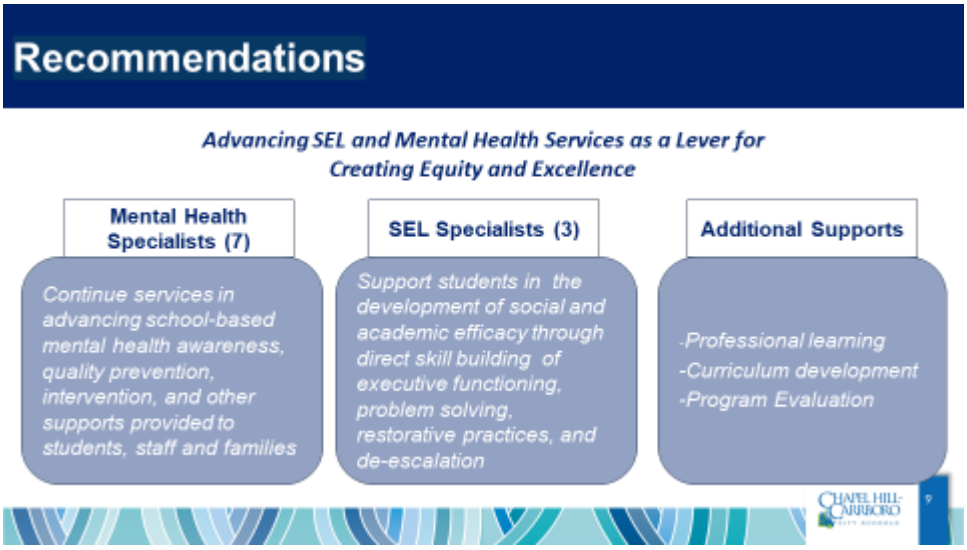
Dr. Charlos Banks said they conducted a social and emotional engagement assessment. She said this will help continue to emphasize the importance of social and emotional learning.

Slide #8



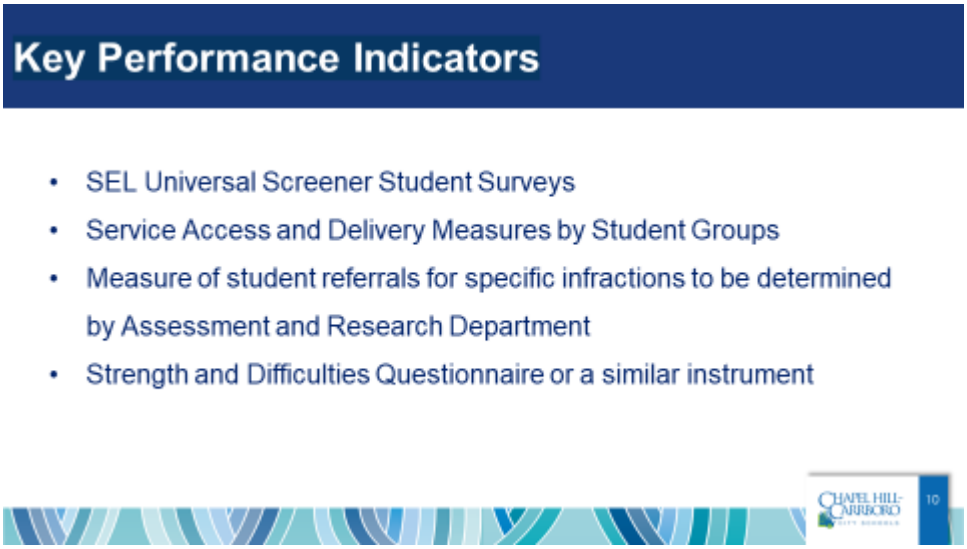
Dr. Charlos Banks said this slide highlights the barriers and recommendations to the districts approach to implementing SEL. She said that teachers identified that they were not sure if they were doing it right in their classrooms. She said that parents identified they were not sure if this was for all kids or just certain ones.

Slide #9



Dr. Charlos Banks said that they are focused on implementing SEL services and they are asking for seven mental health specialists to serve all grades. She said they are also asking for supports of professional learning, curriculum development, and program evaluation.

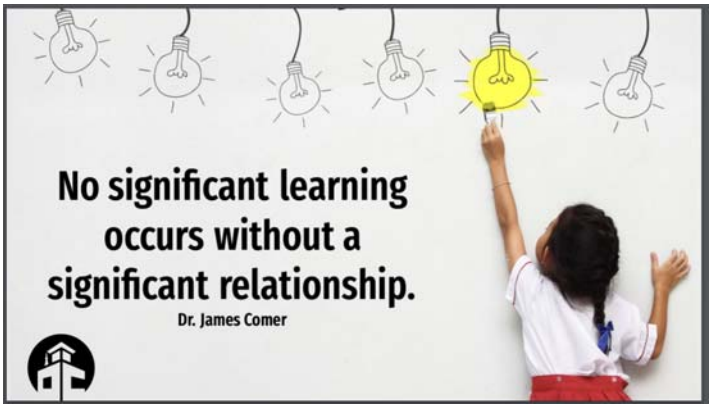
Slide #10



Dr. Charlos Banks discussed the performance indicators they will be using to justify and measure the request for those positions.

Dr. Monique Felder, Orange County Schools Superintendent, made the following presentation:

Slide #1



Dr. Felder said that improving outcomes for students takes people, including custodians, maintenance workers, administrators, transportation staff, child nutritionists, and all staff and workers involved in the provision of education services.

Slide #2

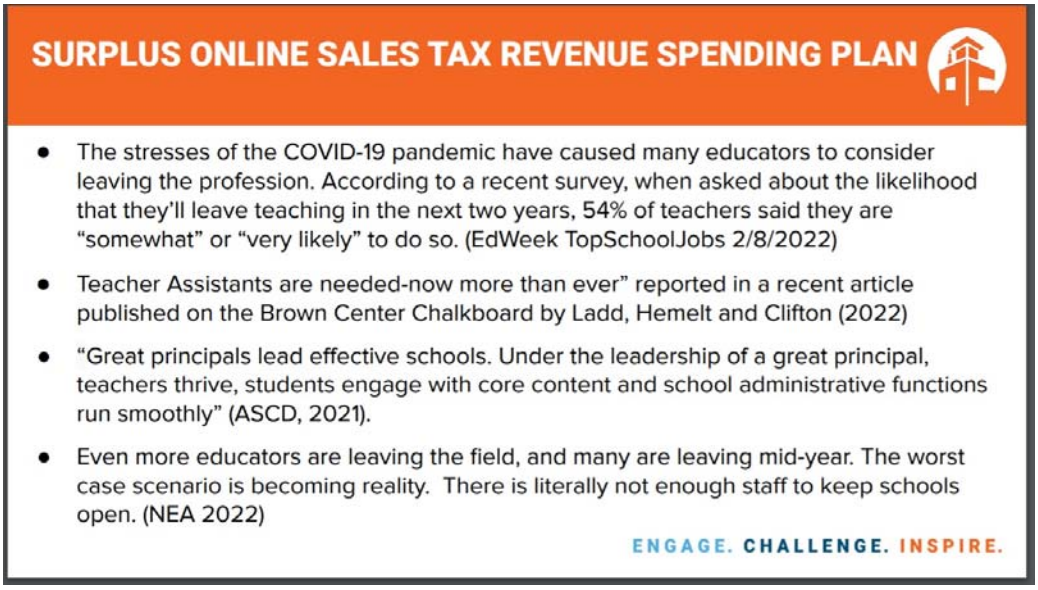
Dr. Felder said that they need consistent staffing to maintain relationships, which have an impact on their achievement. She said they need to retain staff through fair compensation.

Slide #3

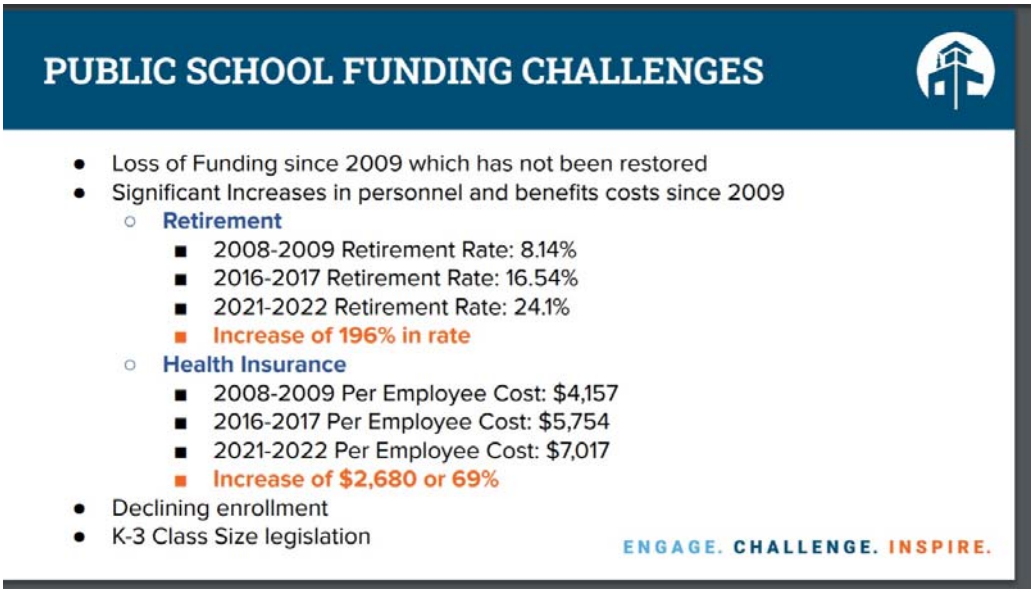
Dr. Felder said staff are the number one resource to care for students.

Chief Financial Officer Rhonda Rath continued the presentation:

Slide #4:



Slide #5:



Slide #6:

PROBLEM - WAGE/SALARY COMPRESSION*

Legislation does not fund years of experience increases for non certified staff leaving PSU's no alternative but compressed salary schedules. Here is an example of a current OCS scale for teacher assistants on a grade 56

Grade 56 - Teacher Assistant BASE Pay Scale (does not incorporate any degree)				
Yrs Exp (Step)	**Hourly**	**Semi Monthly**	**Monthly**	**Annual**
*0-22	14.38	1,246.00	2,492	24,920
23	14.39	1,247.00	2,494	24,940
24	14.52	1,258.00	2,516	25,160
25	14.64	1,268.00	2,536	25,360
26	14.75	1,278.50	2,557	25,570
27	14.87	1,288.50	2,577	25,770
43	19.27	1,670.00	3,340	33,400

Does NOT include benefit costs of 7.65% FICA 24.1% Retirement OR 7% local Supplement

*Compression - Occurs when the pay of one or more employees is very close to the pay of more experienced employees in the same job

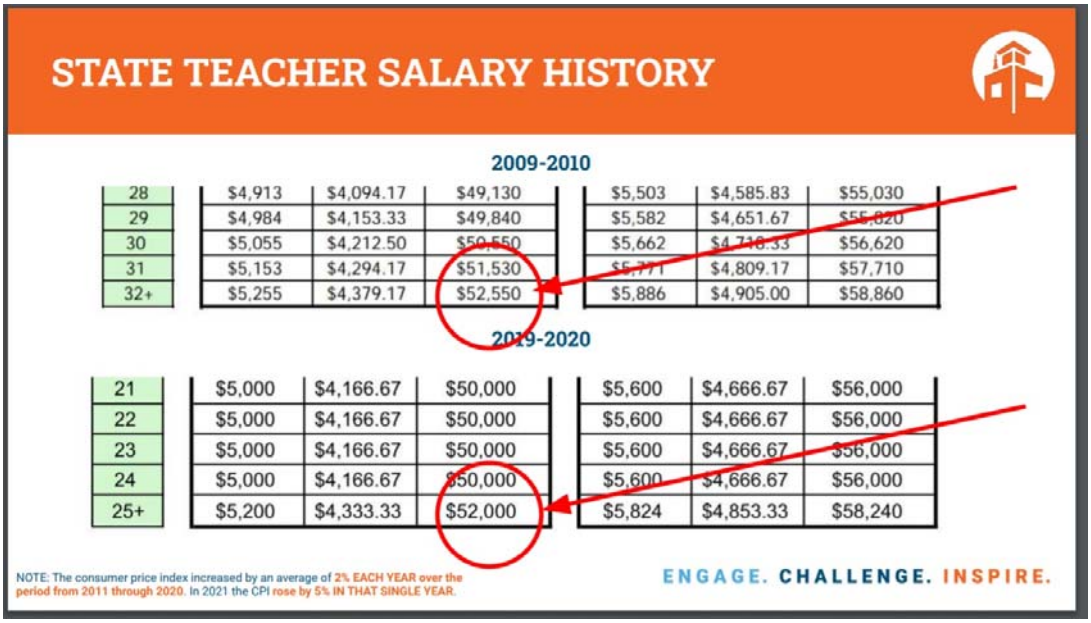
ENGAGE. CHALLENGE. INSPIRE.

Slide #7:

HISTORY OF CLASSIFIED SALARY vs. COUNTY GOV'T

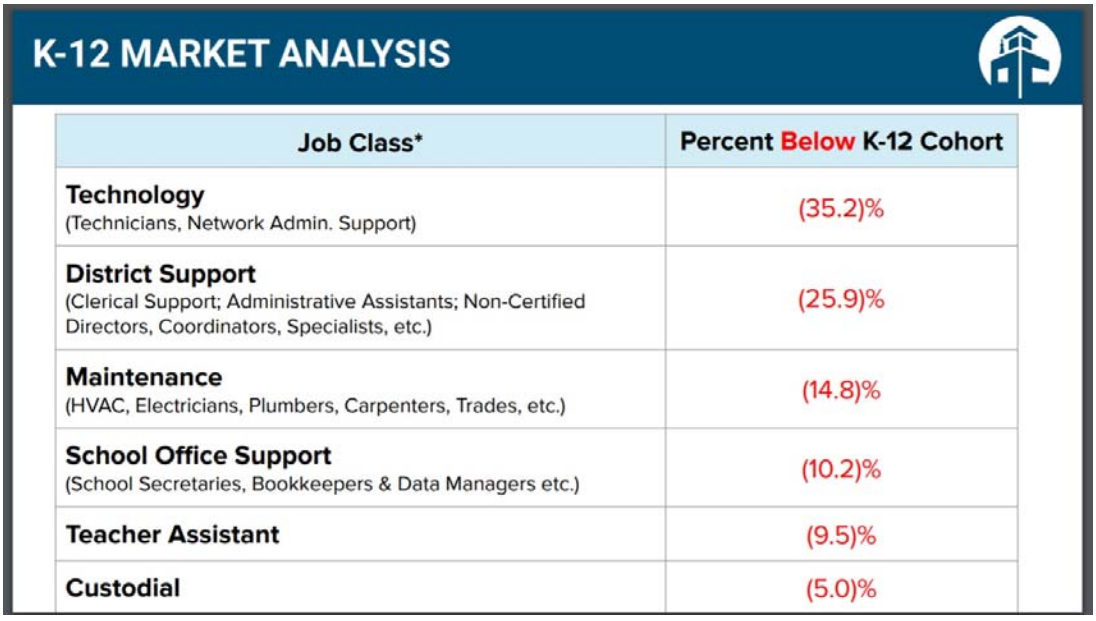
Year	Orange County Schools Employees	Orange County Government Employees
2008-2009	None	2.25%
2009-2010	None	none
2010-2011	None	none
2011-2012	None	none
2012-2013	1.2%	2.00%
2013-2014	None	2.00%
2014-2015	$500	1.50%
2015-2016	None*	2.00%
2016-2017	1.5%*	3.00%
2017-2018	$1000 annual salary increase; 3 bonus AL days (no expiration, no cash value)	2.00%
2018-2019	2.0%	2.00%
2019-2020	None	2.00%

Slide #8:



Rhonda Rath said the consumer price index has gone up an average of 2% each year.

Slide #9



Rhonda Rath said that stability in schools impacts social and emotional learning and achievements of students.

Commissioner McKee said he has had concerns that classified staff salaries were considered last and he appreciated the focus on their salaries by Orange County Schools. He said the focus on that will increase the outcome for the students. He said that he heard a lot about mental health and social emotional learning, but he did not hear anything on student achievement.

Commissioner Richards asked Orange County Schools where they were in the implementation of the plan for behavioral health and the SEL.

Dr. Felder said that the initiatives are underway now and some are scheduled for next year. She said those include identifying SEL curriculum for students.

Commissioner Richards said she would like to know what is in place now and what is scheduled for next year, in detail and if that could be provided to the Commissioners later.

Sherita Cobb said that the presentation included what they are doing now and that next semester they are looking to remain consistent in their social and emotional learning curriculum. She said they want to find something that works for Orange County schools.

Commissioner Richards asked Dr. Charlos Banks of Chapel Hill Carrboro City Schools for similar information on the timeframe for their proposal.

Dr. Banks said that in 2020 the process was identified and included the SEL screener. She said they also had in place curriculum for social emotion learning. She said they have also had a collocated mental health service. She said that this includes youth first aid, crisis prevention, and a district-wide training on resiliency. She said they implemented the mental health specialist position in high school full time. She said they have been successfully able to conduct the SEL readiness analysis. She said there is a comprehensive next steps report. She said that all staff will complete mental health professional development. She said they are also working on implementing a community wide engagement. She said there needs to be high school learning curriculum identified to support students. She said it needs to be integrated in academic instruction. She said that they are looking to expand the mental health support specialist positions in the elementary and middle school levels.

Commissioner Hamilton asked each school district if they have a definition of social emotional learning. She asked what the curriculum for social emotional learning looks like in the schools. She asked if it would be for all students and if it would be a separate class. She asked for an estimate of how many students fall into each tier.

Dr. Felder said that social emotional learning or SEL, is a process where they help students gain and apply skills that help them manage their emotions, achieve goals, be able to show empathy and make caring decisions. She said that SEL and academic achievement go hand in hand.

Dr. Hamlett said that social emotional learning is explicitly taught and is embedded in the instructional framework for the school district. She said that it is not a separate class but that it is imbedded in the curriculum. She said they include relationship and soft skills that are needed to interact with others.

Commissioner Hamilton asked if every classroom was doing this.

Dr. Felder said that every classroom is the goal. She said that she knows that it is a deliberate focus from both districts to have it in every classroom.

Dr. Banks said an example is that morning classes start with morning gatherings and check-ins before the lesson is started. She said that it provides an opportunity to give students a voice so that teachers can attend to those needs. She said that social awareness is being aware of the world around them and expanding that understanding of themselves and others in their overall surroundings. She said that all learning is social and emotional.

Commissioner Fowler asked if things have become too academic. She said that emphasizing social and emotional development is important before learning other things. She asked how many vacancies are in the positions that Orange County and Chapel Hill Carrboro have.

Dr. Felder said they have fifty-three vacant positions. She said the school system has about 1,100 positions. She said that they started the school year with more vacancies than ever before.

Commissioner Greene said the county funds were to be used for mental health or achievement. She said she appreciated that Chapel Hill Carrboro City Schools proposal to allocate 100% of the funds towards mental health. She said she was having trouble connecting the Orange County proposal for salary increases to mental health, especially for positions that

are not in the classroom. She said increases for those positions should come through the budget process.

Dr. Felder said it takes all staff to support student achievement. She said they cannot have student achievement without classified staff. She said since these are recurring funds, by addressing the salary needs they are shoring up their staff since they have a high number of vacancies.

Vice Chair Bedford asked if there are steps in increases for Orange County classified staff in the supplement.

Rhonda Rath said they do not have steps for classified staff, and it is a flat percentage.

Vice Chair Bedford asked about certified staff.

Rhonda Rath said that certified staff is based on years of service in Orange County Schools and goes from 12% to 18%.

Chair Price arrived at the meeting at 8:05 p.m.

Vice Chair Bedford said she was surprised by Orange County Schools' proposal being about salaries and compensation. She asked about the vacancies in Chapel Hill Carrboro City Schools. She said she is worried about setting up differences for students between the school systems.

Dr. Hamlett said they have 205 vacancies. She said they also just finished a classified compensation study and that was shared with their board last week. She said that next steps will be embedded in the budget process and the commissioners will be seeing those then.

Vice Chair Bedford asked if Dr. Hamlett would have changed the proposal if she knew there were no limits on the money.

Dr. Hamlett said they wanted to focus on what they knew would have a direct impact on their students. She said there are vacancies and shortages in critical areas but that she wanted to address the need for the achievement gap and the mental health needs. She said that is why they included issues that were lifted up during the last budget cycle. She said that mental distress in children is linked to lower academic achievement and poor study progress. She said mental health impacts students' ability to graduate on-time. She said it impacts their physical health and everything about their progress. She said her district chose to focus on mental health and wellness first using the grant funds from Orange County. She listed several ways that Chapel Hill Carrboro City Schools are focusing on academic achievement. She said they are doing an equity audit and an equity framework across the district. She said they are also addressing learning loss in the achievement gap. She said they are also working on a curriculum and instruction audit to address the achievement gap, as well.

Chair Deon Temne said there are other issues that affect the achievement gap such as housing and it is a large complex problem. He said that it includes affordable housing, access to broadband, and many other functions.

Commissioner McKee said he understands that mental health is a critical part of education. He said that he does not understand how creating a new department in Chapel Hill Carrboro City Schools improves educational outcomes. He said he is open to an explanation because he is having a very hard time understanding it.

Board Member Dasi said her son is in the fifth grade and needs the social and emotional supports to succeed in school. She said kids are coming to school underprepared to learn. She said that the pandemic has had impacts on children that need to be addressed. She said that it is important to create an environment where children can access information before academics are stressed. She said that having more conversations with students and teachers might bring awareness of how important this need is. She said teachers are quitting in the middle of the year and kids do not know how to deal with that on top of all other stresses.

Commissioner McKee said that he appreciates what Board Member Dasi said and said that without tutors and teaching assistants, his son would not have succeeded in school. He said he is worried that the new department and positions would take funds away from other positions, like those that can tutor and be in the classroom. He said that he does not have an issue with the school systems deciding how to use their funds, but he is trying to understand both.

Dr. Hamlett said that many gaps exist. She said that readiness to learn needs to be addressed first. She said many students come to school hungry or from abusive homes and those things must be addressed by professionals first. She said the expectation from Orange County was that the funds could be used solely for mental health.

Commissioner McKee asked Rhonda Rath to put up the slide highlighting salary differences between Orange County Schools and Orange County Government employees.

Rhonda Rath said the chart represents increases for classified staff because of state funding amounts.

Commissioner McKee said he does not see the comparison as equivalent since Orange County Government does not control the salaries of Orange County Schools employees.

Rhonda Rath said that if the school district chose to give a pay increase in years that the state did not provide the salary funding, it would have come out of the local funding for the district.

Rhonda Rath showed the slide that reviews state teacher salary history.

Commissioner McKee said that comparing the salaries for a 32+ year teacher vs. a 25+ year teacher is not a valid comparison.

Commissioner Bedford said there were changes to the maximum salary at the state level.

Rhonda Rath said that of the 1100 positions that Dr. Felder referred to, 260 positions are funded solely by the local budget. She said the state funds 600 positions and all of the other positions are funded through other sources. She said they cannot implement a salary increase unless there is state legislation allowing the use of those funds for that purpose.

Chair Carrie Doyle said that they are in the process of stabilizing their school spaces as a priority. She said that staff members are drawn away to other jobs and the county government piece is about various places and markets where their employees are leaving for. She said that other districts do not have the same compression that they do.

Board Member Sarah Smylie said that the salary supplement is for years of service in Orange County and not for years of service in teaching. She said Orange County Schools is addressing mental health with other resources and that this is not the entire picture. She said the role of a teacher assistant is important and that the district wants them to stay. She said principals also have a significant impact on the school.

Commissioner McKee said he was pleased by the focus of Orange County Schools on the salaries of staff.

Dr. Felder said Orange County Schools interpreted the rules of the funding to be used for support of the mental health and wellbeing of students or staff. She said by improving salaries for staff, they will improve the mental health of employees.

Commissioner Hamilton said that by having two school districts, each one can focus on the needs of their individual communities. She said these funds were needed by the school districts at the beginning of the fiscal year. She said educating students is complex and multi-faceted. She said she wanted to encourage school districts to use the funds as they see fit.

Commissioner Fowler agreed with Commissioner Hamilton. She said she supported both plans and she wanted to trust the districts to know what was best for students. She said her only concern was finding the mental health professionals to fill the spots in Chapel Hill Carrboro City Schools' proposal.

Bonnie Hauser said Dr. Felder is implementing multitiered system of supports (MTSS) in Orange County. She said that all students in tier 2 or 3 intervention got a plan. She said it is SEL and academics put together. She said the plan brings all the resources of Orange County Schools to that child. She said the classified compression study is $3 million and about half will go to teaching assistants. She said that teacher salary supplements will cost $650,000. She said the salary issues are contributing to instability in the schools, because Orange County Schools is not competitive. She said bringing this proposal to the BOCC has been a difficult conversation.

Commissioner Greene expressed appreciation to Orange County Schools for their explanation.

Vice Chair Bedford said that identification of children with autism has increased in the last few decades, and children with autism have long lasting social and emotional learning needs.

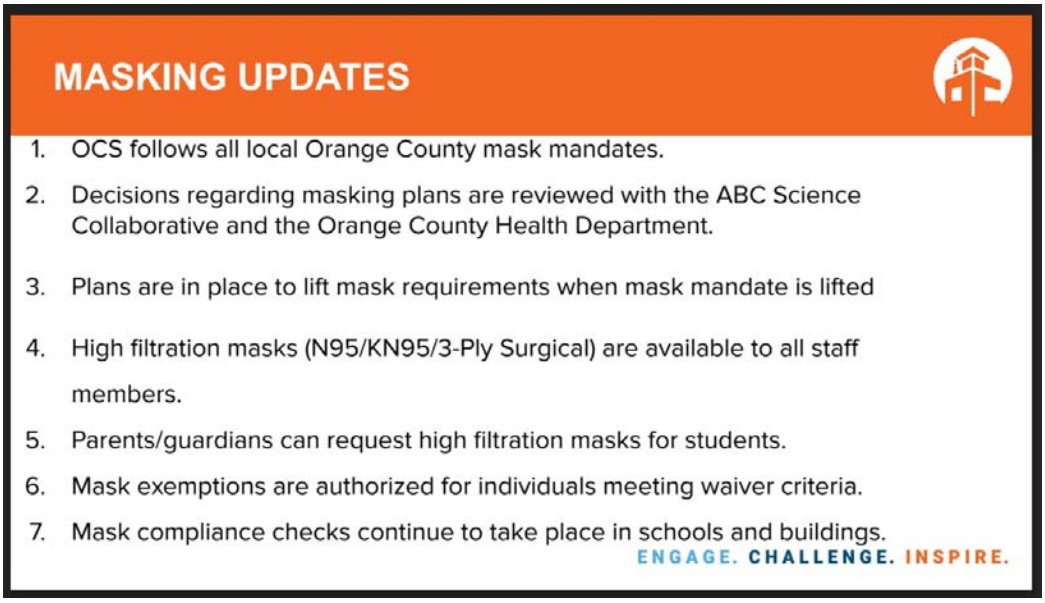
2. District Updates

a. OCS – Superintendent, Dr. Monique Felder, CHCCS – Superintendent, Dr. Nyah Hamlett

i. Masking

Sylvia Compton, lead nurse at Orange County Schools, explained the masking updates that were approved the previous evening at the Orange County Schools Board of Education meeting. She said the district approved optional masking indoors for students within 72 hours of Orange County ending the county-wide indoor mask mandate. She said they would be watching the metrics and to see if the community was in high to substantial transmission rates, and if there are secondary cases of transmission in the schools that exceed 2% of the school population. She said masking would resume at that point. She said that currently, students are masking indoors, with optional masking outdoors. She said that on March 1, students will be able to have lunches indoors or outdoors., without masks, and they will allow children to talk. She said they are still monitoring for COVID-19 positive and presumptive positive cases and will have children mask for 10 days if they have been exposed. She presented information from the following slide:

Slide #1



Jarwin Hester, Director of Environmental Health and Safety, said that change in the COVID-19 variant provided the opportunity to review masking and filtration. He said masks are readily available for staff members. He said there is a high compliance rate for masking in schools.

Chair Carrie Doyle said that there was a presentation at the board meeting which informed the school district's decision to change the mask requirement.

Dr. Felder said that the district also consulted with the Orange County Public Health department. She said both the ABC Collaborative and Public Health were in agreement.

Commissioner McKee expressed his appreciation for the Orange County Schools for meeting in person and for allowing Orange County Government to have the opportunity to lift their mask mandate first.

Chair Price asked for clarification of the time frame for mask relaxation.

Sylvia Compton said lunch time rules are slowly being relaxed.

Dr. Hamlett said that SB 173 is being discussed in the general assembly and that it will not allow districts to require masks if it becomes law. She said it would allow the parents to decide about masks for children. She said as of now, the Chapel Hill Carrboro City Schools district is still requiring masks. She said they are continuing to eat outdoors so they will continue to take advantage of that. She said they will discuss this topic again on March 3.

ii. Mental Health Supports

The districts did not have anything further to add.

iii. Teacher retention & recruitment

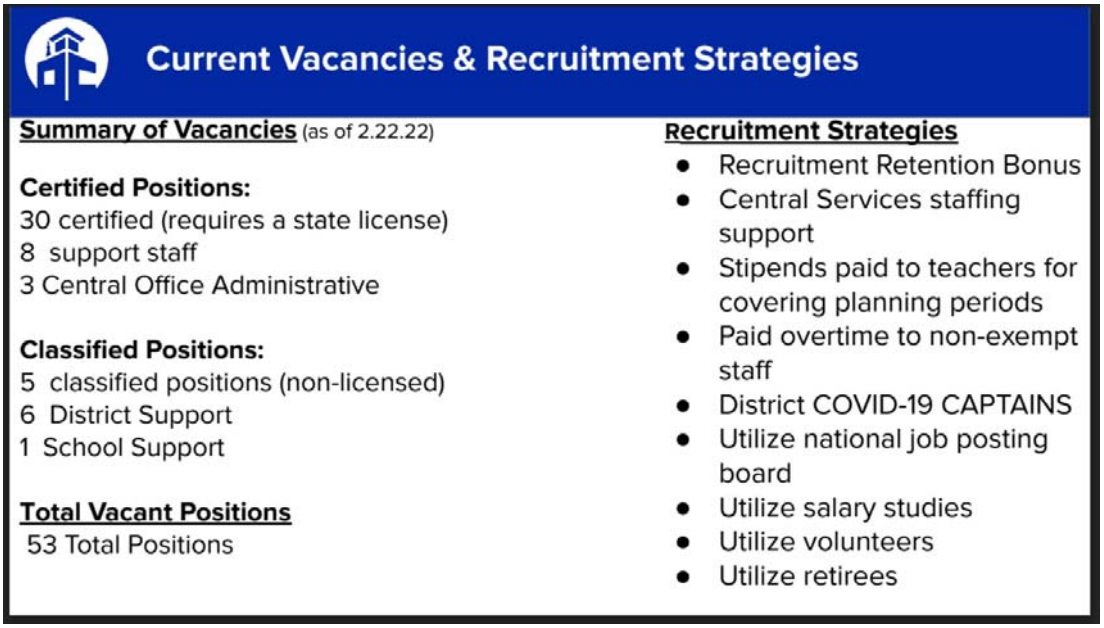
Board Member Rani Dasi said Chapel Hill Carrboro City Schools is in a crisis for teacher recruitment and retention. She said in the 2019-20 and 2020-21 school years, they had 228 and 246 resignations, respectively. She said in the current year, they have already had 198 resignations, an increase of seventy-seven from the same time frame last year. She said the district is working creatively to address teacher shortages. She said that other districts are beginning to outpace Chapel Hill Carrboro City Schools ability to provide salary supplements.

Board Member Mike Sharp said a survey was done with other markets and they are looking into a classified compensation study. He said that only five positions were above average market pay and thirty-five were below average for the market. He said salaries are not competitive. He said to get all classified positions to the midpoint would be $3.4 million.

Joyce Hatcher, Chief Human Resources Officer for Orange County Schools, presented the following slides:

Slide #1

Slide #2



iv. School Safety

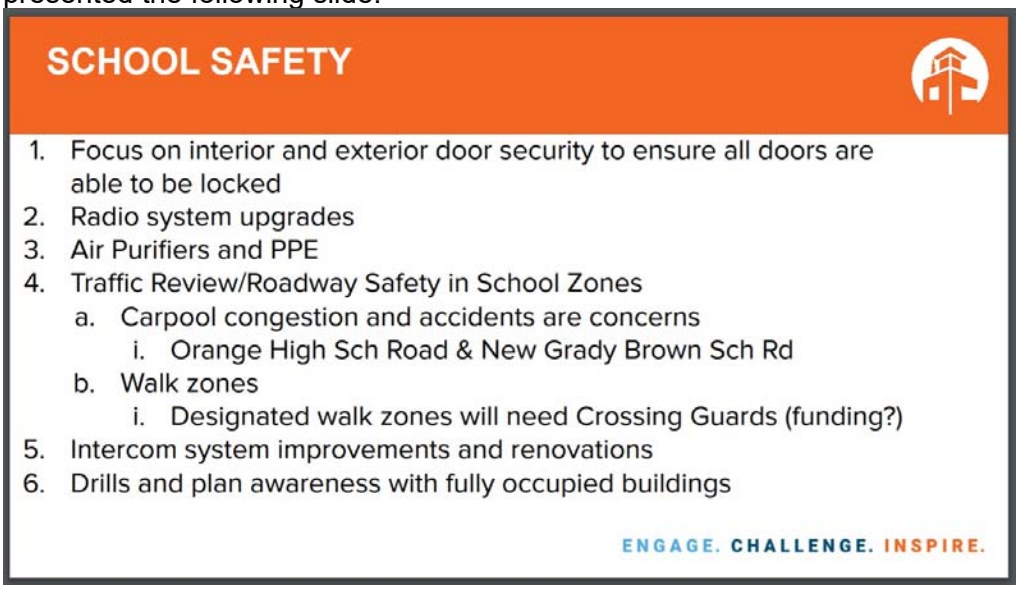
Chair Deon Temne said some of the safety work will be completed in the next few weeks.

Dr. Hamlett said that the work of the task force focuses on school safety rather than school resource officers. She said that they are speaking with different groups, including students, to determine what it means to be safe in Chapel Hill Carrboro City Schools. She said the feedback has emphasized mental health and social emotional learning needs. She said they are doing safety walkthroughs of all buildings.

Chair Deon Temne invited the Board of Commissioners to do a walkthrough of the buildings.

Dr. Felder said that student and staff safety is a priority in Orange County Schools.

Nick Mincey, Director of Construction and Facilities at Orange County Schools, presented the following slide:



Dr. Felder said there are staffing shortages in the trades such as locksmiths and plumbers.

Commissioner Richards asked when the safety audit results for Chapel Hill Carrboro City Schools will be discussed.

Chair Deon Temne said that specific safety weaknesses are not shared due to safety concerns.

Dr. Hamlett said that information from the audit will be used in the budget development process.

Commissioner Richards said she was looking forward to hearing more how they can improve the safety of campuses.

Chair Deon Temne said that the community should understand that school campuses should not be accessed recreationally during school hours.

Commissioner Fowler said she knows funds have been allocated for facility repairs and that those would address safety needs. She asked if safety needs are being addressed in the use of those funds.

Chair Deon Temne said yes. He said that there will be other needs that will be presented as they improve the safety plans. He said there will also be needs that are shown that exceed the funds available.

Commissioner Fowler asked if that will be part of the Capital Improvement Plan budget to use those funds.

Dr. Hamlett said yes. She said that there will be over $7.9 million in safety measures over a ten-year period.

Commissioner Fowler asked if the district has a plan for the 18 million they had asked for a delay on.

Dr. Hamlett said yes.

v. Equity Audit/Strategic Plan Development

Dr. Hamlett said the strategic plan expired in December of 2021, but they have been given permission to slow down and restart the process. She said they are working with a partner called Insight Education Group. She said they worked through an equity audit that consisted of focus groups and a deep dive into data review. She said they concluded that part of the work on February 11 and that the draft results will be available in early March 2022. She said those results will inform action steps. She said a steering committee plays a critical role in drafting the strategic plan and developing core values, mission, and vision. She said that they are meeting with community stakeholder groups. She said the Board has been doing work on the mission and vision. She said they will continue to work with the partners and the strategic steering committee. She said the Board will vote to approve strategic plan.

Dr. Felder made the following presentation:

Slide #1:

Slide #2

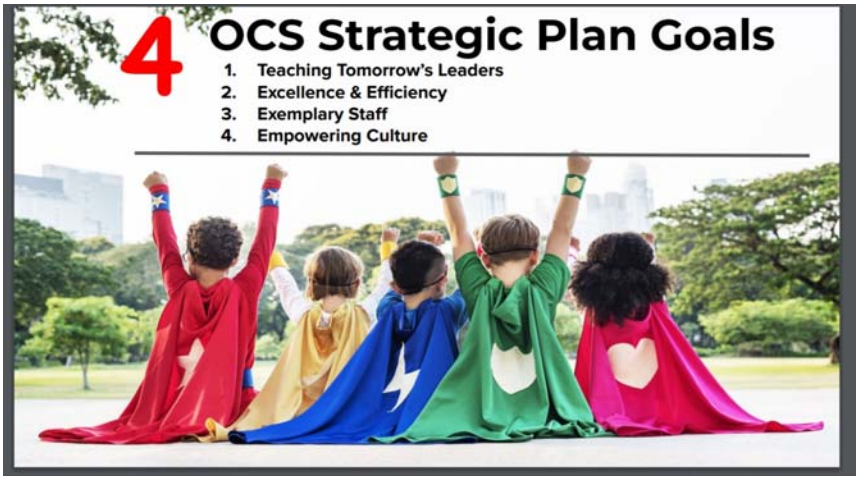
Dr. Felder said equity and education is at the core of everything they do in Orange County Schools. She said in Winter 2021, the district commissioned an equity assessment to evaluate the district's overall academic program, policies and practices. She said that was Phase 1. She said the next phase will focus on the district's budget and finances. She said the methodology included a staff and student survey, focus groups, and a review of artifacts.

Slide #3

Dr. Felder said the assessment revealed that Orange County Schools has a lot of good things in place, including strong infrastructure, such as an equity resolution, equity framework, and a chief equity officer. She said they have an equity policy that is aligned to their strategic plan. She said the recommendation was to improve the infrastructure, including making the equity focus more systemic and pervasive. She said they have islands of excellence. She said equity is everyone's responsibility. She said there will be more professional development for staff and a reallocation of resources. She said district's strategic plan expired in 2020. She said that a new plan is in the process of being launched.

Slide #4

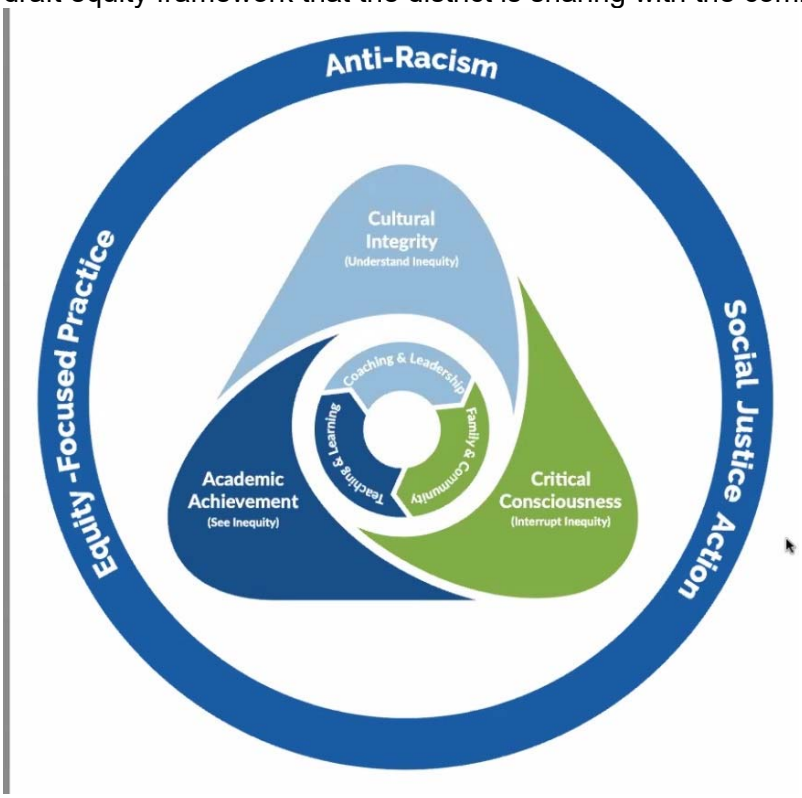
Slide #5



Dr. Felder said all students will benefit from having access to rigorous instruction. She said each strategic plan goal has an equity emphasis and is aligned to the equity plan.

Dr. Felder said that Orange County Schools has a new logo to reflect their focus on teaching and learning and their goal to prepare students for the workforce. She said they also wanted to set their district apart from other Orange County school districts in other states.

Dr. Rodney Trice, Chief Equity and Engagement Officer for Chapel Hill Carrboro City Schools, said there were three phases of their district's equity audit. He said the first was a review of achievement data. He said the audit did a deep dive of their artifacts, such as policies and what they speak to, curricula, and student work. He said the audit did a good job of pulling in different communities and asking specific questions about racial equity. He presented the draft equity framework that the district is sharing with the community and getting feedback on.



Dr. Trice said the outer ring represents the state of being the district must be in before they can work on actions. He said they have a commitment to social justice actions and righting

wrongs that have taken place in the community. He said that race is permanent in society, and they have a job to be antiracism in their actions and outcomes. He said that they are continuing the work with One Orange. He said that every educator must wake up every morning and realize they need to focus on issues that affect student achievement.

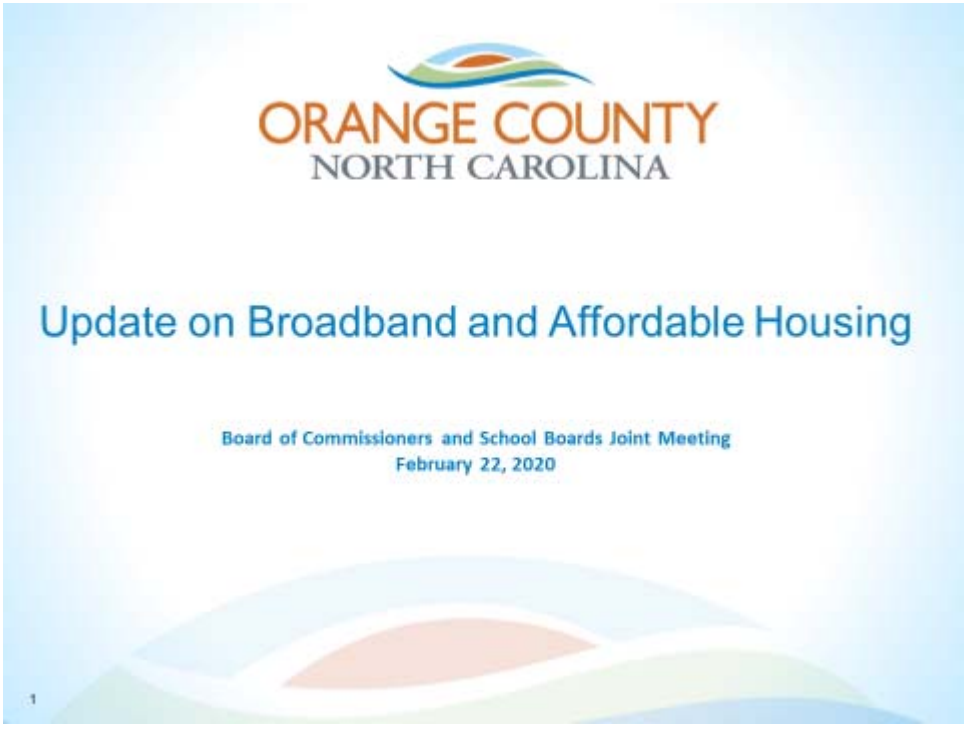
He said the inner triangle represents the actions of the district. He said that this is focused on strategies that affect schools and leadership. He said that students should not have to give up who they are to be successful in the schools. He said they will work on coaching teachers on how to affirm student's culture. He said they want to affirm students' culture as a tool to increase academic achievement. He said that critical consciousness is related to student and family engagement. He said they want to hear from the community about what hurdles they face in the district and what would be helpful. He said the inner ring is about how the equity and engagement office will operate. He said that equity work does not just exist in the department, and it must be aligned in practices to address the achievement gap.

3. County Updates – Deputy County Manager, Travis Myren

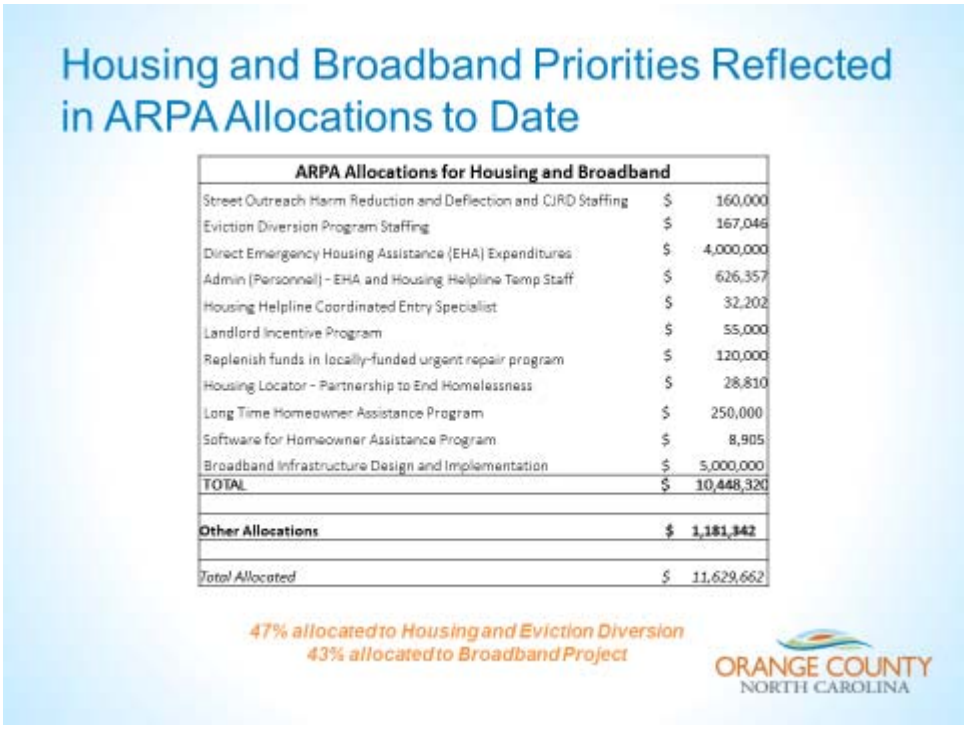
a. Broadband

Deputy County Manager Travis Myren made the following presentation:

Slide #1

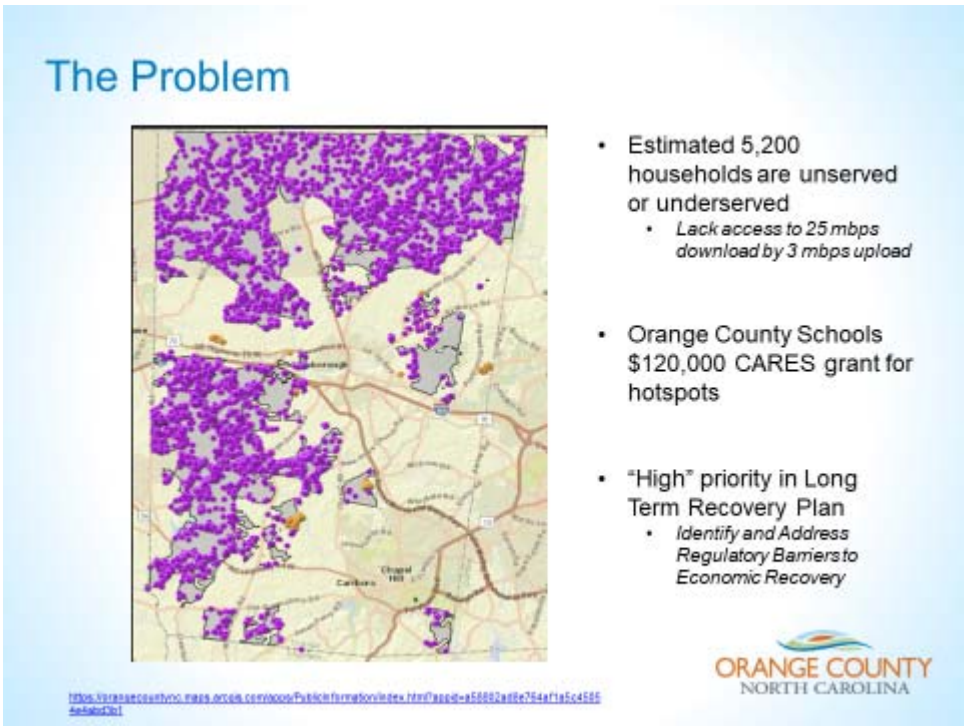


Slide #2



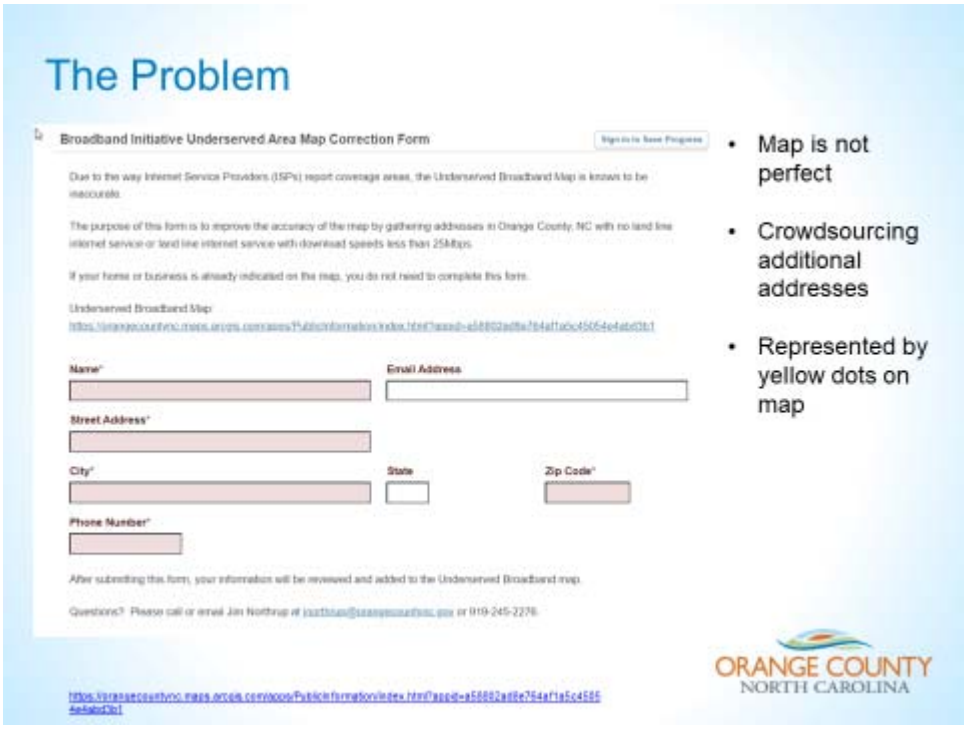
Travis Myren said the county has been doing a lot of work on broadband over the last two years and that 90% of the ARPA funds have gone to housing and eviction diversion and broadband.

Slide #3



Travis Myren said the yellow dots indicate addresses that have been self-reported.

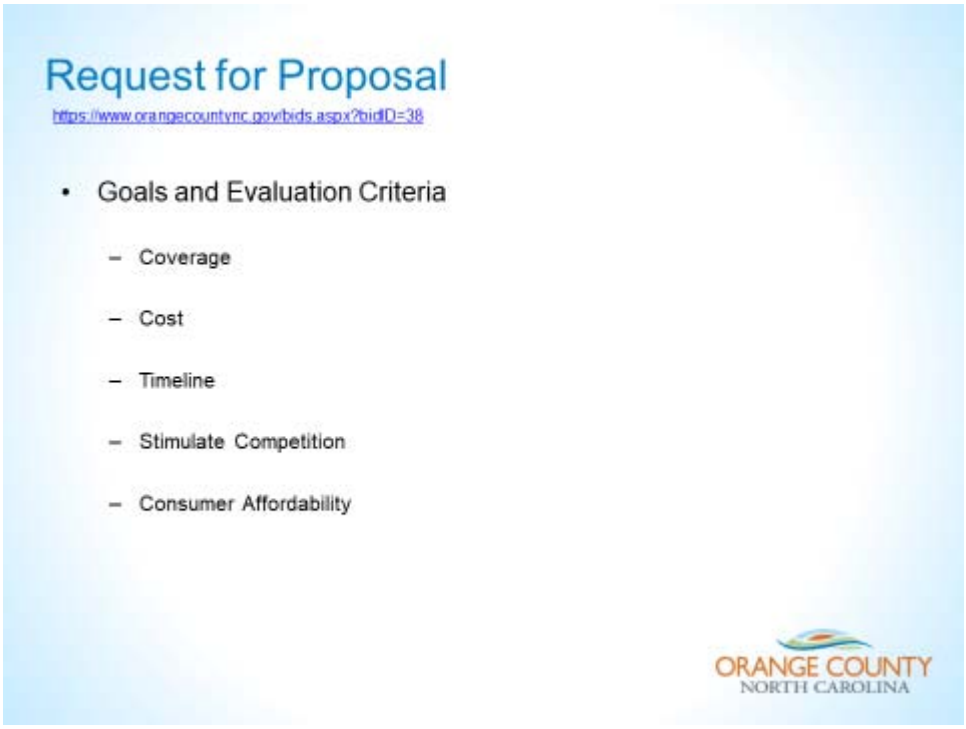
Slide #4



Travis Myren said that they will be working to publicize this data collection so they can get as much information as possible on needs.

Slide #5

Slide #6



Slide #7

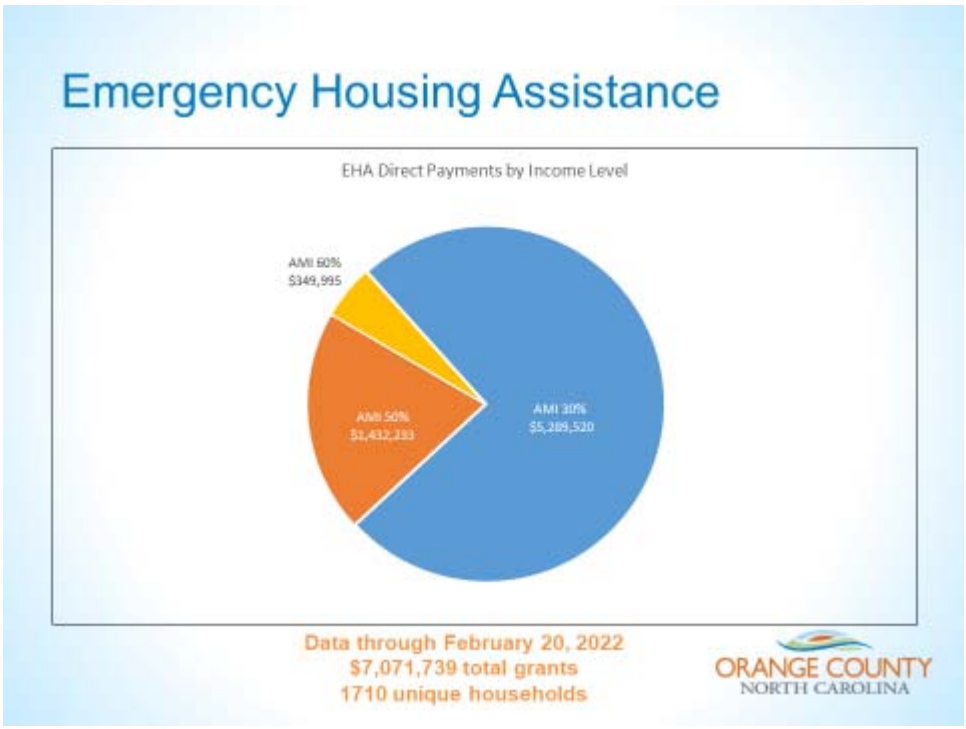
Travis Myren said a finalist has been selected and negotiations are ongoing.

b. Affordable Housing

Deputy County Manager Travis Myren made the following presentation:

Slide #1

Slide #2



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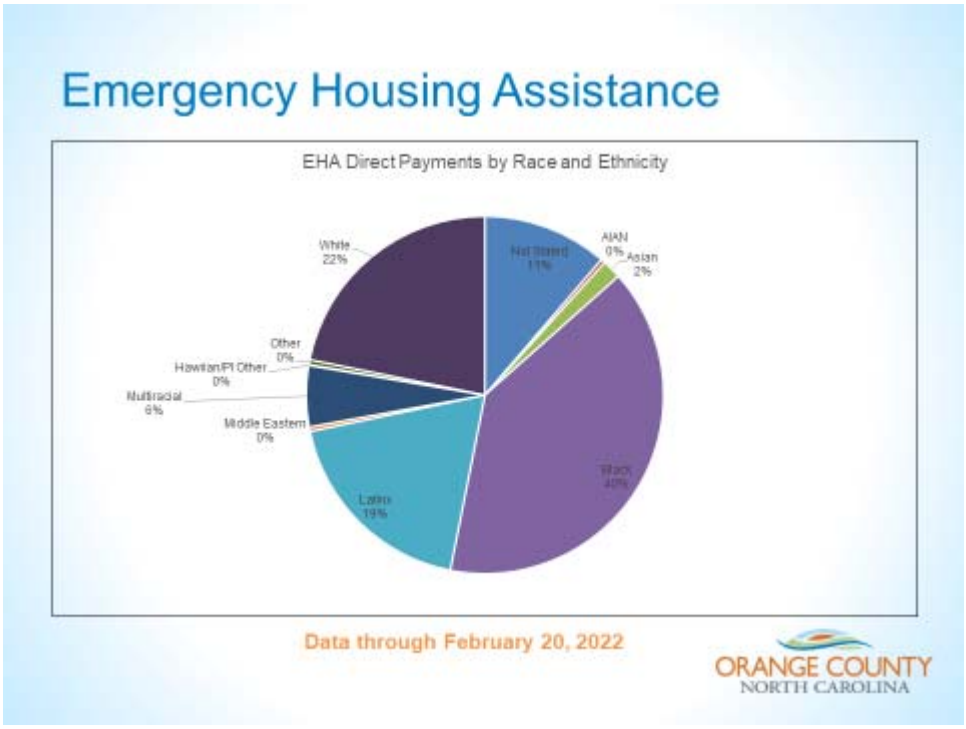

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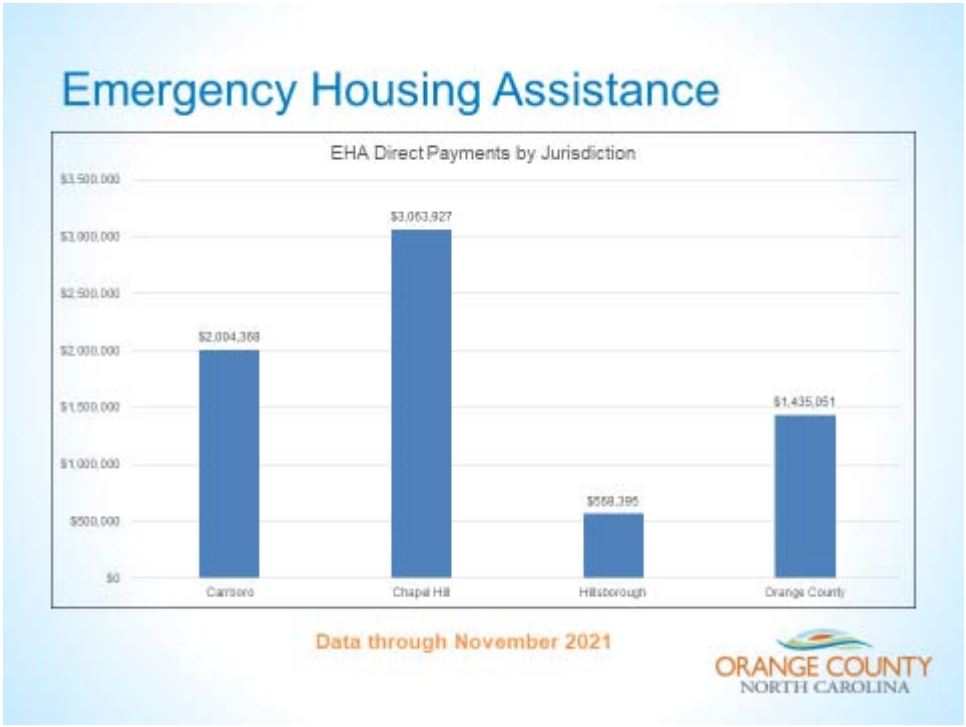

Slide #5

Bonnie Hauser asked what the time frame is for providing broadband service and what the target area will be.

Travis Myren said the target areas are the areas that are unserved or underserved. He said service will be deployed within 2 years. He said that most of the proposals included fiber to the home within 2 years.

Commissioner McKee said that the RFP focused on fiber to the home. He said that the broadband committee believes they are ahead of the rest in the process. He said finding contractors and materials will become a problem in the future, so the county should move forward quickly.

Bonnie Hauser asked if it will be every home in the next two years.

Commissioner McKee said he could not say there would be service to every home, but that to most homes within 2 years.

Bonnie Hauser clarified that it includes last mile service.

Commissioner McKee said yes.

Commissioner Bedford said the final $2.5 million in the CIP from the 2016 bond has been awarded. She said it would provide true, permanent affordable housing.

Commissioner Richards asked if staff was in touch with the Big Bold Ideas affordable housing plan that talks about employers like hospitals.

Travis Myren said that the Housing Director, Corey Root, is on the Big Bold Ideas committee.

Commissioner Richards said their report shows other employers being involved with building affordable housing on properties they own. She said Durham Tech is building housing for students. She said in terms of teacher retention, housing becomes an issue. She said that this is something that can be considered for open spaces on school property.

Chair Deon Temne said it was important to define who is impacted by affordable housing and what is affordable. He asked if there was a definition of what it means to be affordable in this community.

Commissioner Greene said that the rule of thumb is that an individual should not spend more than 30% of their income on housing. She said if the housing that is available exceeds that percentage, then the person needs help with affordable housing. She said it is needed at all levels, but the need is greatest at the lower income levels.

Chair Price said there has been discussion in recent years on work force housing to differentiate between affordable and work force needs.

Commissioner Greene said there is a debate in the housing community over the term work force housing. She said that it might be easier to say subsidized vs. unsubsidized.

Chair Price said the definition and use of terms varies depending on the circle its being discussed in. She said she imagines that all the terms will continue to be more narrowly defined.

Bonnie Hauser said that she wanted to encourage teacher housing. She said some turnover is occurring due to teachers not being able to afford to live in Orange County. She suggested assistance for first time home buyers.

Board Member Will Atherton said the Schools Adequate Public Facilities Ordinance (SAPFO) is still important and needs to be updated. He expressed thanks to the county for making the Whitted Building available for board of education meetings and would like for this to be a long-term partnership.

Board Member Hillary Mackenzie invited the commissioners to do a safety walkthrough of Orange County Schools.

Board Member George Griffin said between the three organizations, they touch the lives of every single person in Orange County. He said regarding the strategic plan in Chapel Hill Carrboro City Schools, they've begun using language about being innovative and creative and taking risks. He said the language must infuse what they do, so they do not let the past push them in the same direction. He said without clear focus they will just keep doing the same things.

Board Member Riza Jenkins said that her district has been having intentional and challenging conversations. She said that the next time they come before the Orange County Board of Commissioners, the presentation will be a prelude to a bigger budget discussion. She said she loved hearing the presentations and looks forward to future meetings.

Board Member Brenda Stephens said Orange County Schools has mentioned building teacher housing on school property.

Chair Carrie Doyle thanked everyone for their comments.

Dr. Felder thanked everyone for their support.

Commissioner Bedford thanked the school district board chairs for their assistance.

A motion was made by Chair Price, seconded by Commissioner Hamilton, to adjourn the meeting at 10:13 p.m.

Roll call ensued

VOTE: UNANMIOUS

Renee Price, Chair

Laura Jensen
Clerk to the Board

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

MINUTES
ORANGE COUNTY
BOARD OF COMMISSIONERS
BUSINESS MEETING
March 1, 2022
7:00 p.m.

The Orange County Board of Commissioners met for a Business Meeting on Tuesday, March 1, 2022 at 7:00 p.m. at the Whitted Human Services Center in Hillsborough, NC.

COUNTY COMMISSIONERS PRESENT: Chair Renee Price, Vice Chair Jamezetta Bedford, and Commissioners Amy Fowler, Jean Hamilton, Sally Greene, Earl McKee, and Anna Richards
COUNTY COMMISSIONERS ABSENT: None
COUNTY ATTORNEYS PRESENT: John Roberts
COUNTY STAFF PRESENT: County Manager Bonnie Hammersley, Deputy County Manager Travis Myren, and Clerk to the Board Laura Jensen. (All other staff members will be identified appropriately below)

Chair Price called the meeting to order at 7:00 p.m.

Chair Price welcomed everyone to the first in-person business meeting held by the county in two years due to the pandemic. She also noted that it is Women's History Month and it is the first time that six women have served on the Board of Commissioners.

Chair Price announced that the Emergency Management partners met this morning, and then immediately leaders met with the Orange County Health Director. She said that some of the mask mandates will be modified on March 7th at 5:00 pm. She said that a press release will go out tomorrow morning detailing all of the modifications. She said that they will recommend, rather than mandate masks. She said that masking will still be mandated in public transit, medical facilities, and congregate living spaces. She said that the press release will specify the measurements used going forward and that they will reserve right to return to mandate.

1. Additions or Changes to the Agenda

Chair Price dispensed with reading the public charge.

2. Public Comments (Limited to One Hour)

a. Matters not on the Printed Agenda

Jean Ranc said she wrote a letter to the commissioners on February 19th and is now glad to hear that there will be changes to the mandate. She said she is a retired psychologist from the UNC Department of Psychiatry, and also a background in medicine. She said she was an Orange County resident since 1982 but moved to Chatham County during the past year. She said she looks forward to reading the press release that will go out tomorrow regarding changes to the mandates. She said she is not affiliated with any political party, and scientific research has shown that paper, plastic, and cloth masks don't protect anyone from respiratory diseases, including COVID.

b. Matters on the Printed Agenda

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

3. Announcements, Petitions and Comments by Board Members

Commissioner McKee said he requested the Board go back to meeting in public several months ago and expressed thanks to the Board for this return tonight. He said he appreciates the decision made today to revise the mask mandates and he believes this is the right step. He said he intended to ask for an addition to the agenda this evening for a public discussion on when and how to end the mask mandate but that was circumvented by the decision today.

Commissioner Richards said today is the start of Women's History Month and seconded Chair Price's comments regarding the Board of Commissioners having six women members for the first time in its history. She said she looks forward to reading the press release tomorrow on the changes to the mandate and expressed thanks to Chair Price and other local leaders for moving the county forward.

Commissioner Bedford had no comments.

Commissioner Hamilton thanked members of the public who shared their views on the mask mandate with the Board. She said the Board received emails encouraging the removal of the mask mandate, as well as maintaining protections. She said that no matter what perspective was shared, it was clear how difficult life has been for everyone during the pandemic. She said that the frustrations of the guidelines not being communicated clearly has added to everyone's suffering. She said she serves on a subcommittee of the Board of Health that reviewed the current CDC guidelines to assess the relevance for the community. She said that the subcommittee determined the guidelines were useful for determining when to end local mask mandates. She explained that local data was also reviewed, which showed that Orange County is moving in the right direction, and that local mandates would likely be lifted within a week. She said that this is consistent with the decision made today. She noted that COVID-19 is still circulating in the community, and many people will continue to wear masks out of necessity. She encouraged respect for those who continue to wear masks. She noted the importance of the number of hospitalizations being used as a metric to determine when to lift the mask mandate. She explained that if hospitals are filled with COVID patients or there are staffing shortages, it makes it harder for patients with other issues to be served. She said that she thinks it is important to follow guidelines. She said it is unknown if there will be more variants. She said she will advocate for a more transparent approach to making the decisions. She said the decision-making power should be expanded beyond the chairs and the mayors and should include the boards and councils.

Commissioner Greene commended Carrboro for being recognized as one of the top five small arts communities in the country. She said that the North Carolina Association of County Commissioners (NCACC) is continuing its series of webinars on strategies for using the opioid settlement money. She shared that she moderated one of the sessions yesterday about how to work with justice-involved individuals. She said a lot involved the FIT program and it was very rewarding and useful.

Commissioner Fowler said she attended the ABC Board meeting on February 22nd. She said that they increased their minimum wage to meet the new living wage criteria and adjusted other salaries to address compression. She said they want to revisit raising the General Manager's salary and will be bringing a formal request to the Board. She said that they heard presentations from various community organizations that work to address substance abuse. She said that the presenter from Campus and Community Collision pointed out that excessive drinking leads to $111 billion costs to community. She said she appreciates the opinions and comments of the public but that she believes the mandate should be based on data with clear criteria. She said this decision was made by the Chair and mayors, with input from the health department, and they used guidelines rather than opinions. She said that the CDC website is changing daily. She said that she believes the county will be in a "safe" range to make masks recommended rather than required by March 7, 2022. She noted that the schools have a lot of vacancies and few substitutes to fill those needs. She said that the current

recommendation is for teachers to stay out for 5 days if they develop COVID. She said she thinks that will impact schools where they may not want to jump in line behind the recommendations and may need to make their own decisions.

Chair Price said the Emergency Management Partnership includes a few elected officials as well as folks from Emergency Services and Emergency Management, as well as UNC Health. She said their decisions are based on recommendations from those experts. She said that Todd McGee has started the County's Government Academy and encouraged people to participate and learn more about how to get involved with the county through advisory boards. She said she attended the launch of the Summer Careers Academy, funded by the Board, and open to young people aged 16-24. She said that it teaches skills, trades, and allows them to apprentice and then move onto jobs. She said there is a focus on people coming from low wealth families, refugee families, and BIPOC communities. She congratulated the Economic Development Department for Thermo-Fischer Scientific, located in Orange County, being recognized as the 2nd largest fourth quarter 2021 project by investment.

4. Proclamations/ Resolutions/ Special Presentations

None.

5. Public Hearings

None.

6. Regular Agenda

a. <u>Orange County's Proposed 2022 Legislative Agenda</u>

The Board reviewed and discussed the Legislative Issues Work Group's (LIWG) proposed 2022 legislative package and any other potential items for inclusion in Orange County's legislative agenda package for the 2022 North Carolina General Assembly Session; considered approval of the 2022 Orange County Priority Legislative Issues document for submittal to Orange County's legislative delegation; and considered approval of the 2022 Orange County Legislative Interests document to also be shared with Orange County's legislative delegation.

BACKGROUND: In preparation for each North Carolina General Assembly session, the Board of Commissioners has historically appointed two members to work with staff on a Legislative Issues Work Group (LIWG) to develop a proposed legislative package for the County. Based on the work of the LIWG, the BOCC has then reviewed and approved packages of legislative items to present to Orange County's legislative delegation.

Commissioners Renee Price and Anna Richards are serving on the 2022 LIWG and have worked with staff on the proposed 2022 legislative package, which consists of the two attached documents, in preparation for the Board's March 21, 2022 Legislative Breakfast meeting with Orange County's legislative delegation.

As the LIWG considered its approach for this year, the Group (similar to last year) decided to identify a set of Legislative Priorities and a broader set of Legislative Interests. The Group ultimately identified five (5) Legislative Priorities, acknowledging that the full Board of Commissioners may consider modifying the list, exchanging one item for another item, other potential revisions, etc. Attachment 1 is the draft list of five (5) recommended 2022 Orange County Priority Legislative Issues from the LIWG.

While the LIWG wanted to focus on the five (5) Priorities in Attachment 1, it also decided that the county should express its positions on other topics. Attachment 2 is a draft broader listing of

2022 Orange County Legislative Interests. It includes issues the Board has submitted in past years to the county's legislative delegation, with some updates as necessary.

The Board will need to discuss and consider Attachments 1 and 2 as provided by the LIWG.

The work of the Legislative Issues Work Group to this point is based on the current information available for the 2022 General Assembly Session. The issues addressed by the Group may evolve and change over the session and require additional attention by the Group and Board of Commissioners. New issues may also arise necessitating additional review.

Greg Wilder, Assistant to the County Manager for Legislative Affairs, reviewed the background information for the item. He noted that the March 21, 2022 Legislative Breakfast is planned to take place via Zoom.

Chair Price asked Greg Wilder to explain what happens at the Legislative Breakfast.

Greg Wilder stated that the Board members and three members of the legislative delegation join with staff to meet and discuss the five legislative priorities identified by the Commissioners. He said that they also discuss other topics the delegation wants to share with the commissioners and vice versa. He said the meeting typically lasts 1.5 hours. He said that the delegation sometimes gives feedback on items they think will move forward and they can ask for additional information as needed.

Commissioner Hamilton thanked Chair Price and Commissioner Richards for working on the legislative issues list. She said the list is excellent. She said she would like to add a priority focused on capital needs of the schools, given the level of need.

Chair Price said that has been in the document in the past.

Greg Wilder noted that the issue is part of item number 17 on Attachment 2.

Commissioner Hamilton said she thinks there should be a separate highlighted issue.

Chair Price clarified that Commissioner Hamilton is proposing to move 17b to its own separate item.

Commissioner Hamilton said she would like the infrastructure capital part of 17 to be a new item.

Greg Wilder suggested a new item to read "support legislation to provide additional capital funding to support school infrastructure, renovations, and improvements".

Commissioner Greene suggested making that 17b.

Commissioner Hamilton said she would prefer the item be its own as number 18.

Commissioner Fowler suggested making it 17a since it is priority and agreed that it should be more prominent on the list.

Chair Price said the Board will discuss these issues with the delegation and that it would be fine to make it a separate item.

Commissioner Fowler shared appreciation for highlighting mental health on the list. She said that is a priority that the state is failing on. She said that there is a deficit to take care of folks with mental health issues. She said the state is currently serving 13,500 and there are over 15,000 on registry of unmet need. She said there is another list called community alternative services for folks with chronic disabilities and there are 2,500 on the list with zero on the waitlist. She said that the state's recommendation to address those needs is increasing the cap to 5,000 with 1,000 this year and 1,000 next year. She said that this is merely a drop in the bucket that they need to continue pressure on the General Assembly to increase those slots. She said this is an equity issue where mental health needs are being treated differently than other health needs.

Commissioner Bedford said there has been talk for years about another state bond for school capital, and whether that is written or spoken at the Legislative Breakfast, she thinks it should be highlighted to the delegation.

Commissioner McKee said he is satisfied with the list.

Commissioner Hamilton said this document is valuable for the community and for the delegation. She said she agrees mental health is a huge importance. She asked what is meant in the priority that reads “seeks to fund a plan” vs. just putting more money into existing programs. She said that existing programs will need more funding.

Chair Price said they are looking for some sort of a plan. She said that right now they are going through Medicaid transformation and there will also be something after that. She said that she and several commissioners attended a legislative breakfast on mental health and there is so much that goes into this issue. She said the point is to get the issues across to the delegation. She said there are limitations to what the legislative delegation will be able to do within the climate of the General Assembly. She said the point is to say that a lot of work is needed in mental health and to get that across to the delegation.

Commissioner Hamilton said that the mental health breakfast was eye-opening. She said that she learned that the mental health system was dismantled, and we need to rethink how mental health services are provided in this state and provide more funds.

Commissioner Fowler said the Olmstead plan was made to address the state’s deficits, so continuing to support that, and fund the plan at the General Assembly level, would be helpful. She said she’s glad to see Medicaid expansion on the list because it will also positively impact mental health care and provide more funding. She said even if people qualify for services, they are not getting them because there are not enough providers. She said that they raised the minimum wage for people doing direct support, so hopefully that will have an impact. She said that overall, the world needs more people going into psychiatry. She said that overall, she is pleased with the list.

A motion was made by Commissioner Fowler, seconded by Commissioner Hamilton, to approve the 2022 Orange County Priority Legislative Issues document, and to approve the 2022 Orange County Legislative Interests document, with amendments as discussed, for submittal to Orange County’s legislative delegation.

VOTE: UNANIMOUS

Greg Wilder clarified that the addition of an item reading “support legislation to provide additional capital funding to support school infrastructure, renovations, and improvements” will be added to Attachment 2 as item 18.

Chair Price said yes.

Chair Price reminded the Board that the Legislative Breakfast will be March 22, 2022 at 8:30 AM.

7. Reports

a. <u>203 Project Status Update</u>

The Board received an update of the 203 Project including the current status of the Guaranteed Maximum Price (GMP) development and to provide direction on the range of options to consider as next steps. Final consideration is currently scheduled for the Board’s Business meeting on March 15, 2022.

BACKGROUND: At the March 10, 2020 Orange County Board of Commissioners’ Business meeting, the Board approved a final scope and budget for the construction of the 203 Project, named for its address at 203 South Greensboro Street, Carrboro, NC. This project is a joint venture between the Town of Carrboro and Orange County that is intended to construct an Orange County library branch, as well as permanent facilities for the Skill Development office. The Town of Carrboro portion of the project includes meeting spaces, a small theater, and

offices. The proposed site of the development at South Greensboro Street is located on an existing Carrboro municipal parking lot near the center of the town. At that meeting, the Board approved a construction budget of $**11,777,000** for the Orange County portion of the project. The total approved construction budget, including Carrboro's portion, was **$22,282,000** (*Attachment 1*).

This project is being performed through a Construction Manager at Risk (CMAR) delivery method. This delivery method entails a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. The project architect selected for the project is Perkins & Will and the Construction Manager is the Barnhill Contracting Company.

The design process began shortly after the approval of the project with the start of Schematic Design (SD) development. At the completion of the Schematic Design phase in November 2020, a construction estimate derived from the design showed that the project was significantly over budget. A Value Engineering (VE) effort immediately ensued and scope modifications were made to bring the project costs down. After the completion of Value Engineering, the project was still over budget, and at the March 2, 2021 BOCC Business meeting, the Board approved additional funding through a combination of capital funding reallocation and a minor scope reduction to close the budget gap of **$1,807,160**. Including the CMAR fee of $723,520, Orange County's portion of the construction budget totaled **$14,232,856**. The total construction budget, including Carrboro's portion, grew from **$22,282,000** to **$25,306,336**. The cost overrun was attributed the escalating costs associated with the parking deck. The Town of Carrboro did not incur a cost overrun at that point in time. See the Chart #1, below for further detail:

Chart #1

203 Project			
Original Construction Budget	**Town**	**Orange County**	**Total**
Construction	10,505,000	11,777,000	$22,282,000.00
CMAR Fee	568,480	723,520	$1,292,000.00
Total Const	11,073,480	12,500,520	$23,574,000.00
BOCC Schematic Budget Adjustment		$1,807,160	$1,807,160.00
		14,307,680	$25,381,160.00
Scope Adjustment (Part of BOCC Change)		-74,824	-$74,824.00
Revised Construction Budget (March 2021)	$11,073,480	$14,232,856	$25,306,336.00

The project next proceeded into the Design Development (DD) phase of project design. Upon completion of Design Development in May 2021, a new construction estimate was prepared, and the project was once again found to be significantly over budget. Another round of Value Engineering (VE) ensued, additional modifications were made, and the project cost was brought down within budget.

On February 4, 2022, a memorandum was sent to the BOCC and Carrboro Town Council (*Attachment 2*) that provided a project bidding, approval, and financing schedule. Per the schedule, thirty-two bid packages were released for bidding on January 17, 2022 with received bids opened on February 9, 2022. Unfortunately, several bid packages could not be opened on that date due to insufficient bidding by members of the construction community.

Re-bidding of those deficient packages began on February 10, 2022 and were opened on February 17, 2022. The tabulation of all of the bid packages has produced a tentative Guaranteed Maximum Price of **$34,692,067** *(Attachment 3)*. This GMP is **$9,385,731** over the March 2021 revised approved construction budget of **$25,306,336**. Orange County's share of the construction costs rose from **$14,232,856** to **$19,202,063**, an increase of **$4,969,207** over the March 2021 budget adjustment. See Chart #2 below for more details:

Chart #2

	Town	Orange County	Total
Revised Construction Budget (March 2021)	$11,073,480.00	$14,232,856.00	$25,306,336.00
Project GMP (tentative)	$15,490,004.00	$19,202,063.00	$34,692,067.00
Estimated Additional Funds Needed	$4,416,524.00	$4,969,207.00	$9,385,731.00

The escalation of construction costs can be attributed to the unprecedented supply chain disruptions and labor shortages associated with the ongoing COVID 19 pandemic. While all sub-components of the construction budget experienced some escalation in the range of 3-5%, several areas stand out for their outsized contribution to the overall escalation:

- Glass and Glazing increased 84% from $800,000 to $1,470,000.
- Drywall and metal studs increased 40% from $999,000 to $1,398,609.
- Electrical costs increased 36% from $2,900,000 to $3,946,000.

Barnhill Contracting Company is now in the process of reviewing and revising these numbers and is expected to provide a final GMP by March 7, 2022. An agenda item requesting final review of the project GMP is scheduled for the Board's March 15, 2022 Business meeting.

A **total** project cost based upon this tentative GMP, including design fees, Furniture, Fixtures and Equipment (FFE) and contingencies, is shown below:

03/01/22 Total Project Budget (Updated with GMP)			
	Town	**Orange County**	**Total**
A. Construction			
Total Construction & CMAR	$15,490,004.00	$19,202,063.00	**$34,692,067.00**
B. Design			
Architectural Fees (Ratio of CBO/OC Sq. Ft. = 44.52/55.48)	$752,074.13	$937,220.87	$1,689,295.00
Supp. Architectural Fees (Ratio of CBO/OC Sq. Ft. = 44.52/55.48)	$252,784.56	$315,015.44	$567,800.00
	$1,004,858.69	$1,252,236.31	**$2,257,095.00**
C. FFE & Contingency			
Furniture , Fixtures and Equipment (FF&E)	$1,688,850.00	$802,225.00	$2,491,075.00
Owner's Contingency (5%) @ Ratio of CBO/OC 44.52/55.48	$772,245.00	$962,358.00	$1,734,603.00
Subtotal FFE&Contingency	$2,461,095.00	$1,764,583.00	**$4,225,678.00**
TOTAL Project Budget	$18,955,957.69	$22,218,882.31	**$41,174,840.00**

Steve Arndt, Asset Management Services Director, reviewed the background information for the item and introduced Eric Hyde from Perkins and Will architecture firm, and a representative from Barnhill Construction, Robert Eagle.

He gave the following PowerPoint presentation:

Slide #1

Slide #2

Steve Arndt said that the project is a 56,000 sq ft facility and a joint venture between county and town of Carrboro for library and skills development center.

Slide #3

The 203 Project – Budget Evolution

- Approval of project budget at the March 10, 2020, BOCC Regular Business Meeting
- Total project budget **$28,195,195**.

Option 1 - Budget Allocation with Skills Development

Function	Square Feet	Cost Per Unit	Carrboro Cost	Orange County Cost	Total Cost
A. Construction Costs					
Recreation and Parks Program and Office Space	15,000	$ 315	$ 4,725,000	$ -	$ 4,725,000
WCOM Radio *during SD to be reduced to 500 sqft with grossing factor	850	$ 370	$ 314,500	$ -	$ 314,500
Seed Library	200	$ 315	$ 63,000		$ 63,000
Virtual Justice Center	500	$ 315	$ 157,500	$ -	$ 157,500
Teen Space	1,200	$ 315	$ 378,000	$ -	$ 378,000
Black Box	4,200	$ 500	$ 2,100,000	$ -	$ 2,100,000
Library	15,000	$ 315	$ -	$ 4,725,000	$ 4,725,000
Skills Center	12,600	$ 315	$ -	$ 3,969,000	$ 3,969,000
Common Area Site and Civil Work (Ratio of CBO/OC Sq. Ft. = 44/56)	-	-	$ 792,000	$ 1,008,000	$ 1,800,000
Parking (Ratio CBO/OC Spaces = 79/83)	-	$ 25,000	$ 1,975,000	$ 2,075,000	$ 4,050,000
Subtotal - Construction	**49,550**	-	**$ 10,505,000**	**$ 11,777,000**	**$ 22,282,000**
B. Design & CMAR Fees					
Architectural Fees (Ratio of CBO/OC Sq. Ft. = 44/56)	-	-	$ 743,290	$ 946,005	$ 1,689,295
Supp. Architectural Fees (Ratio of CBO/OC Sq. Ft. = 44/56)	-	-	$ 249,832	$ 317,968	$ 567,800
CMAR Fees (Ratio of CBO/OC Sq. Ft. = 44/56)	-	-	$ 568,480	$ 723,520	$ 1,292,000
Subtotal - Design & CMAR Fees			**$ 1,561,602**	**$ 1,987,493**	**$ 3,549,095**
C. FFE & Contingency					
Furniture , Fixtures and Equipment (FF&E)				$ 1,250,000	
Owner's Contingency (5%) @ Ratio of CBO/OC 44/56			$ 525,250	$ 588,850	$ 1,114,100
D. Total Construction and Service Fees	**49,550**	-	**$ 12,591,852**	**$ 15,603,343**	**$ 28,195,195**

Carrboro Square Footage	**21,950**	**44%**
Orange County Square Footage	**27,600**	**56%**
Total Square Footage	**49,550**	**100%**

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Slide #4

The 203 Project – Budget Evolution

- Schematic Design (SD) completed in November 2020.
- Project significantly over budget.
- Value Engineering (VE) reduced the budget deficit to **$1,807,160.**
- BOCC approved budget modifications at March 2, 2021 regular meeting

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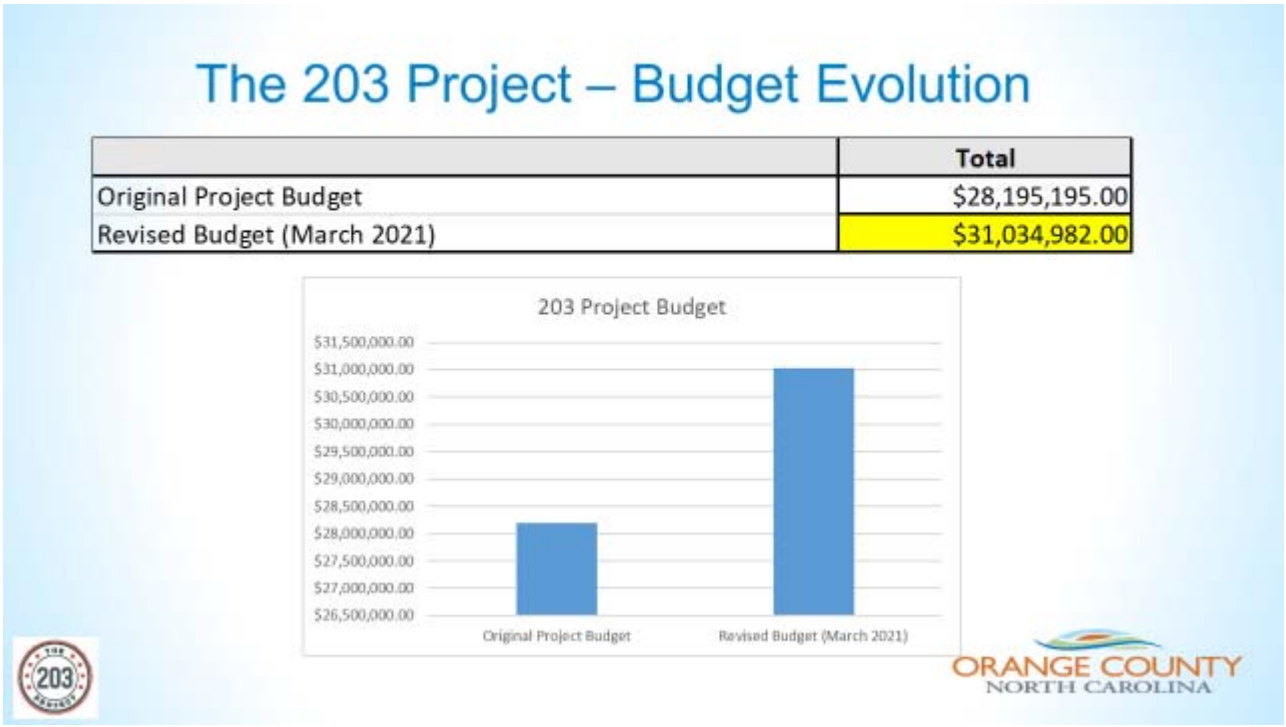
Slide #5



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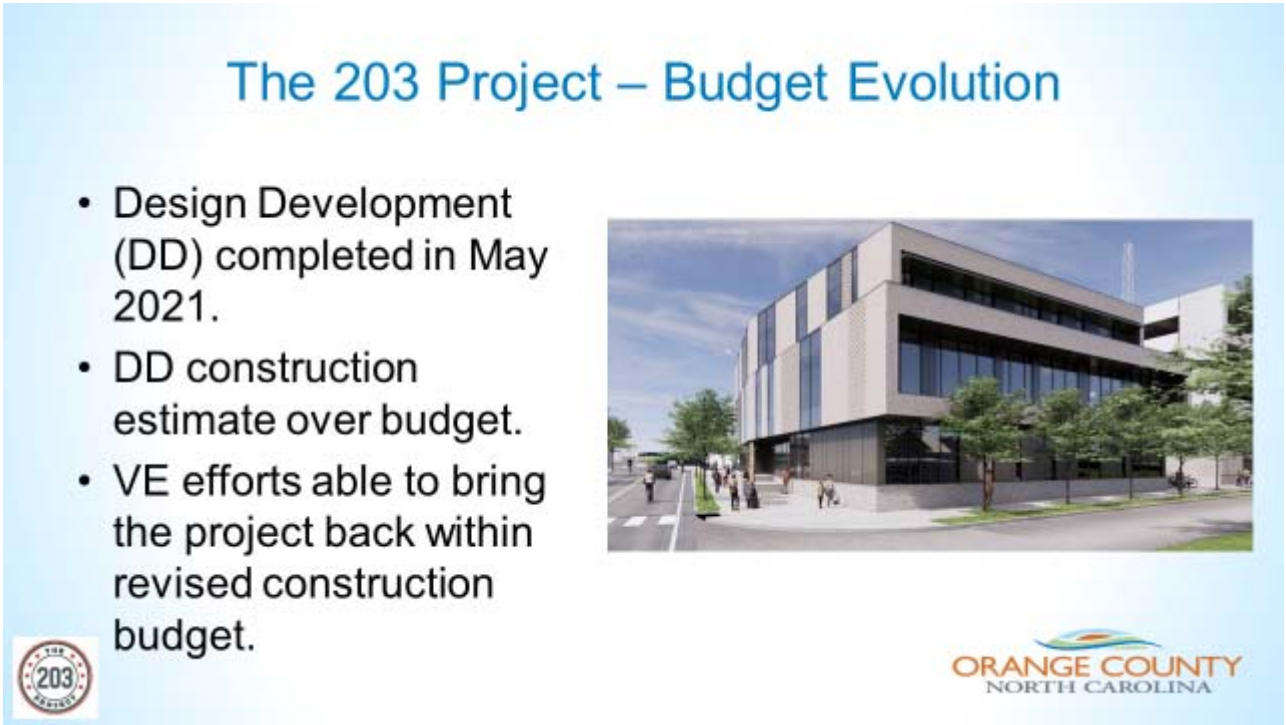

Steve Arndt said that the design phase finalizes schematic design and adds more detail.

Slide #7

The 203 Project – Budget Evolution

- Design work finished in November 2021
- Bidding for the GMP started on January 17th, 2022 and finished on February 16th, 2022.
- The tabulation of all of the bid packages has produced a tentative Guaranteed Maximum Price for construction of **$34,692,067**.
- Total Project Cost jumped from $31,034,982 to **$41,174,840.** The County share increased by $5.4 million.

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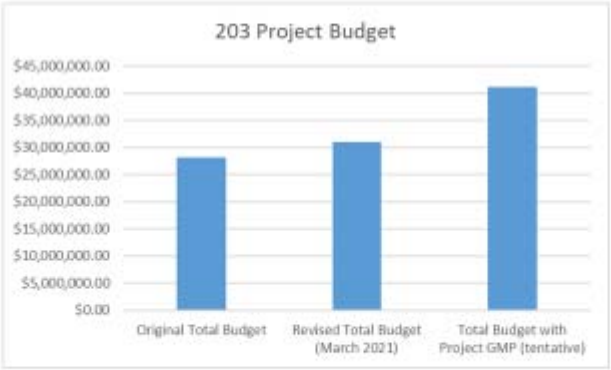
Slide #8

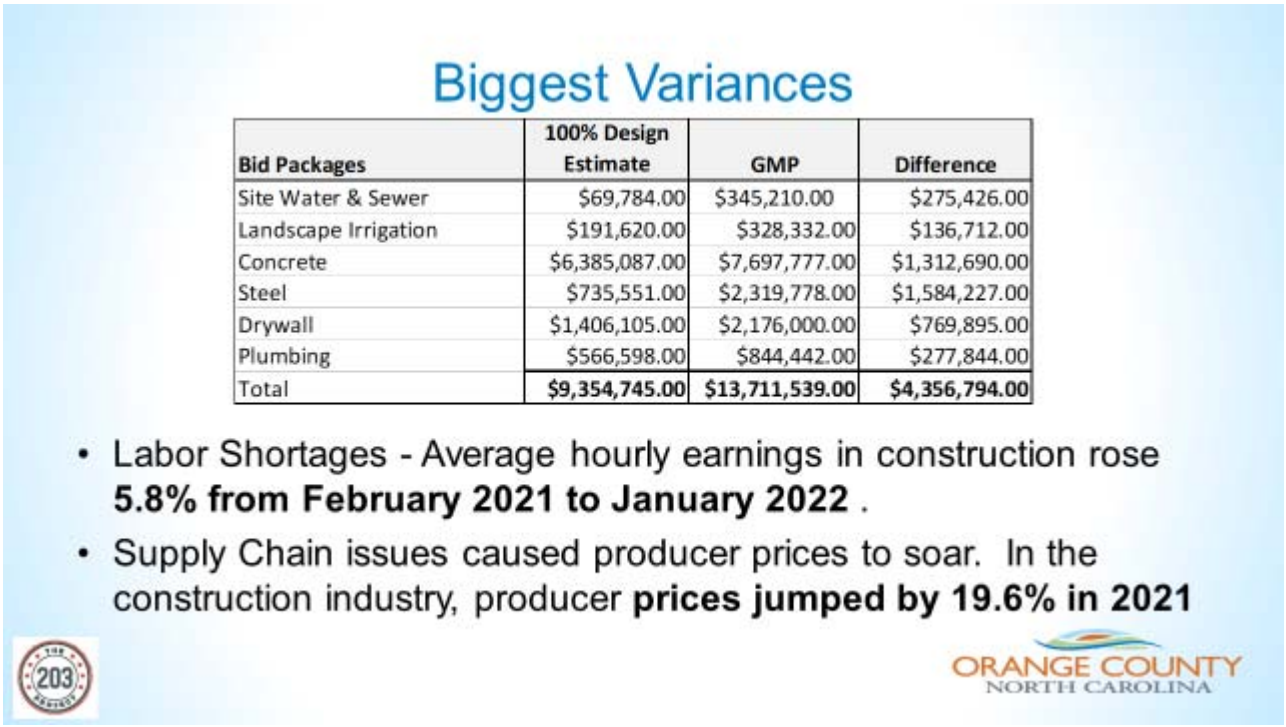
The 203 Project – Budget Evolution

	Total
Original Total Budget	$28,195,195.00
Revised Total Budget (March 2021)	$31,034,982.00
Total Budget with Project GMP (tentative)	$41,174,840.00



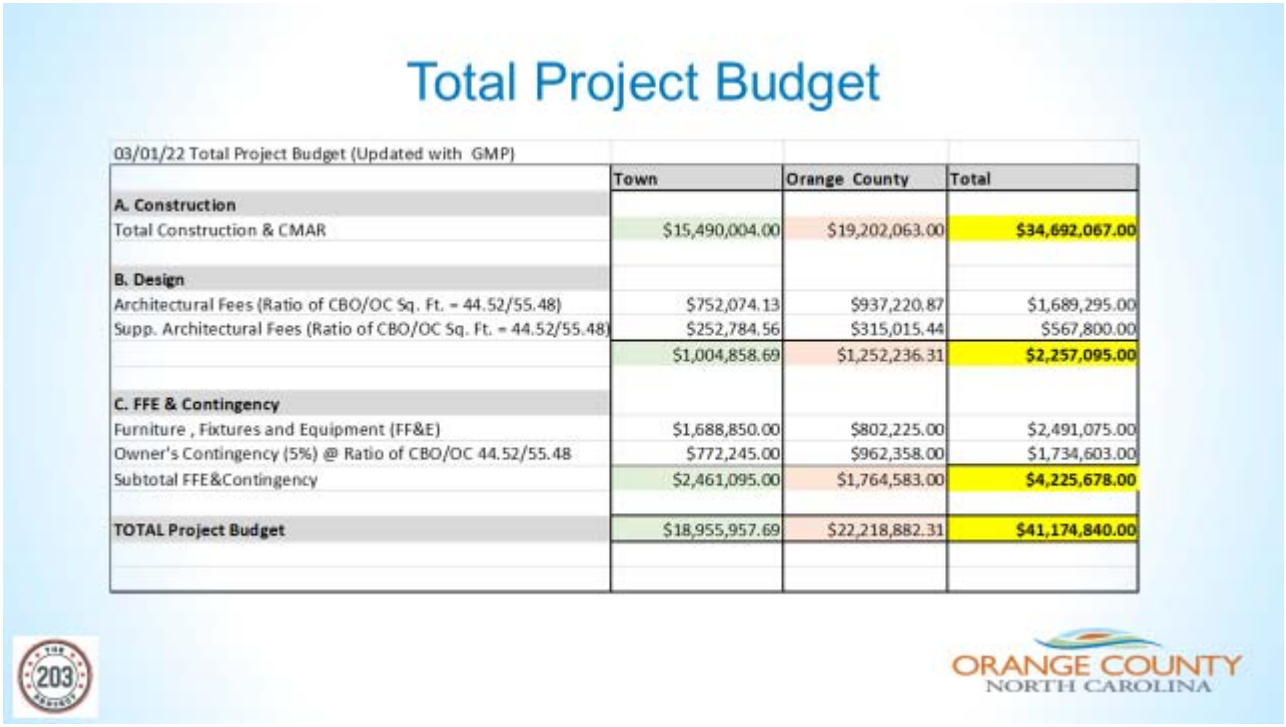
ORANGE COUNTY NORTH CAROLINA

Slide #9



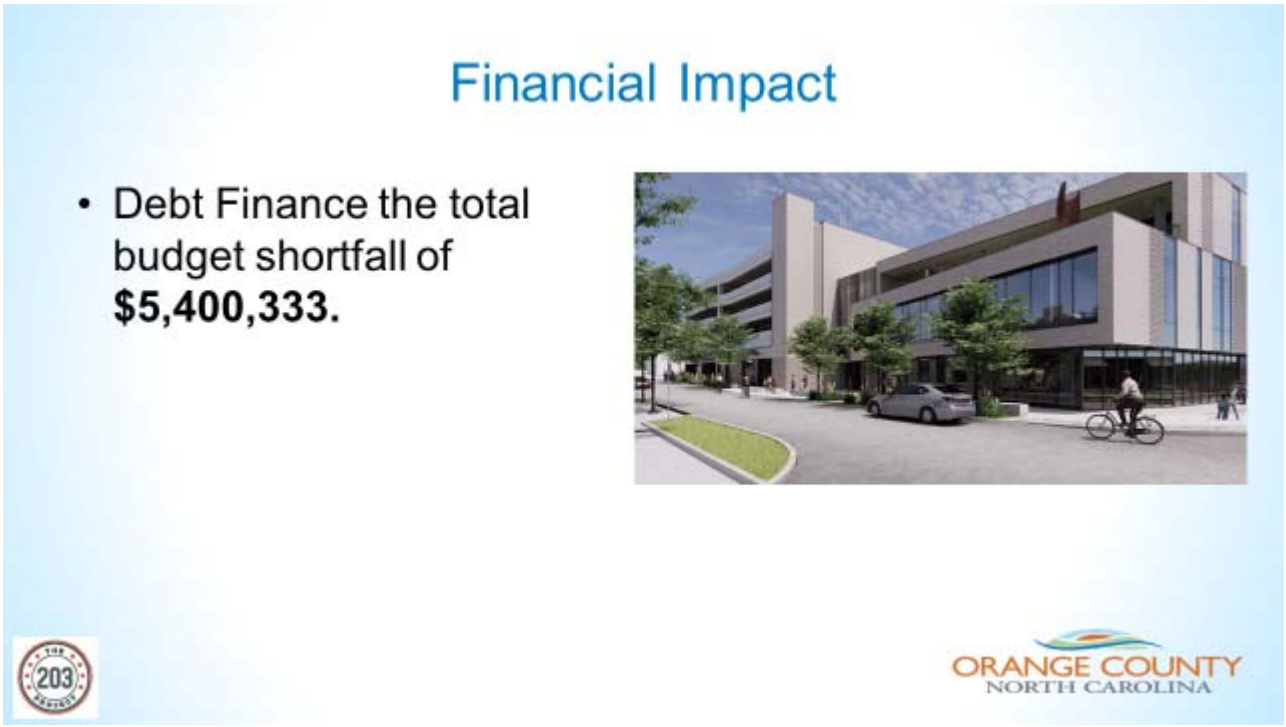
Steve Arndt said that during the last year, concrete, steel, and drywall costs increased dramatically.

Slide #10



Steve Arndt said that the design fees have not changed at all during the project.

Slide #11



Steve Arndt said that if they proceed with the project, this shortfall would have to be financed through the issuance of debt.

Slide #12

Debt Finance Schedule: $8.1M Increase

Series	2022			Series	2022			
FY	Principal	Interest	Total	FY	Principal	Interest	Total	Difference
Total	**$16,565,105**	**$8,386,084**	**$24,951,189**	**Total**	**$21,965,438**	**$11,120,003**	**$33,085,441**	**$8,134,252**
2023	-	559,072	559,072	2023	-	741,334	741,334	182,261
2024	828,255	745,430	1,573,685	2024	1,098,272	988,445	2,086,717	513,032
2025	828,255	708,158	1,536,413	2025	1,098,272	939,022	2,037,294	500,881
2026	828,255	670,887	1,499,142	2026	1,098,272	889,600	1,987,872	488,730
2027	828,255	633,615	1,461,871	2027	1,098,272	840,178	1,938,450	476,579
2028	828,255	596,344	1,424,599	2028	1,098,272	790,756	1,889,028	464,429
2029	828,255	559,072	1,387,328	2029	1,098,272	741,334	1,839,605	452,278
2030	828,255	521,801	1,350,056	2030	1,098,272	691,911	1,790,183	440,127
2031	828,255	484,529	1,312,785	2031	1,098,272	642,489	1,740,761	427,976
2032	828,255	447,258	1,275,513	2032	1,098,272	593,067	1,691,339	415,826
2033	828,255	409,986	1,238,242	2033	1,098,272	543,645	1,641,916	403,675
2034	828,255	372,715	1,200,970	2034	1,098,272	494,222	1,592,494	391,524
2035	828,255	335,443	1,163,699	2035	1,098,272	444,800	1,543,072	379,373
2036	828,255	298,172	1,126,427	2036	1,098,272	395,378	1,493,650	367,223
2037	828,255	260,900	1,089,156	2037	1,098,272	345,956	1,444,228	355,072
2038	828,255	223,629	1,051,884	2038	1,098,272	296,533	1,394,805	342,921
2039	828,255	186,357	1,014,613	2039	1,098,272	247,111	1,345,383	330,770
2040	828,255	149,086	977,341	2040	1,098,272	197,689	1,295,961	318,620
2041	828,255	111,814	940,070	2041	1,098,272	148,267	1,246,539	306,469
2042	828,255	74,543	902,798	2042	1,098,272	98,844	1,197,116	294,318
2043	828,255	37,271	865,527	2043	1,098,272	49,422	1,147,694	282,167

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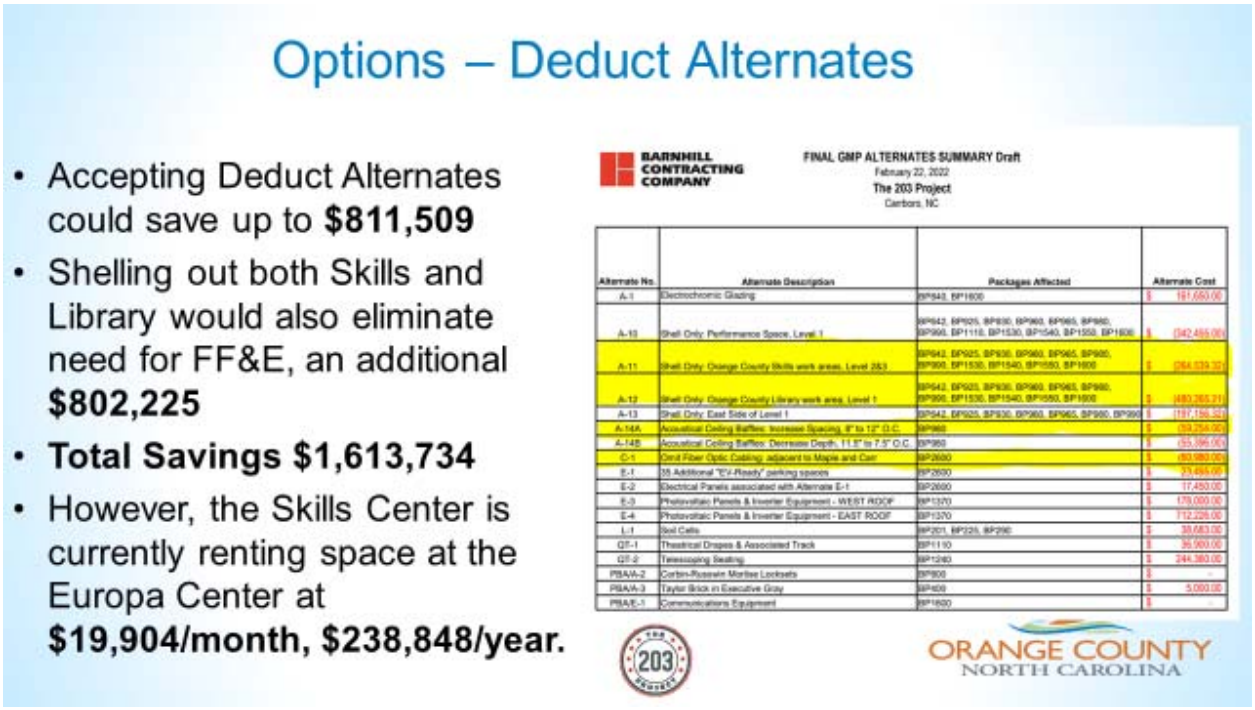
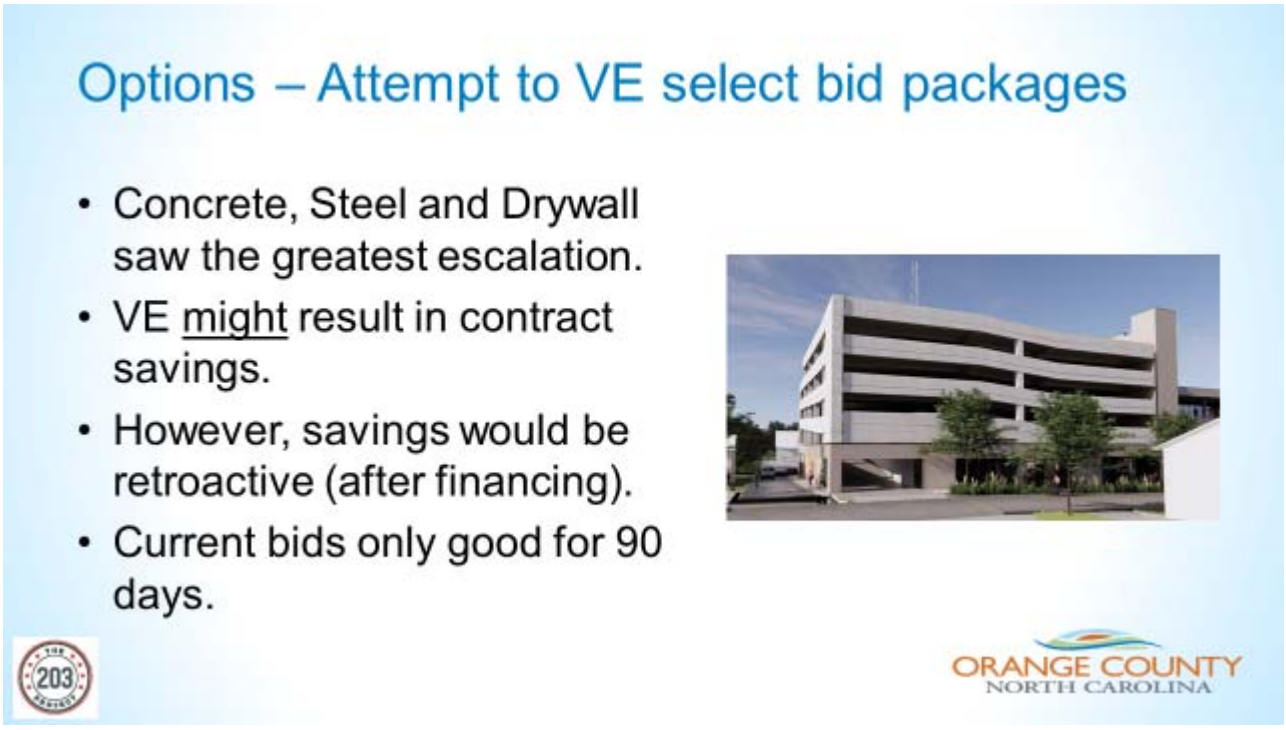
Steve Arndt said that the actual total difference is total cost of borrowing the money over 20 years, with interest.

Slide #13



Steve Arndt said that some savings on list are relevant to Carrboro only. He said that they need to weigh ongoing operating costs from the skills center rental vs. investment in this facility.

Slide #14



Slide #15

Commissioner Richards asked about the increased site water and sewer increase.

Steve Arndt said it was a surprising increase that can be attributed to the labor shortage and the fact that increased demand for services allow contractors to choose projects with more flexibility. He said staff worked diligently to get multiple bids for all of the packages. He said that these numbers are the best they can do at this time.

Commissioner Richards said it creates a confidence issue in the numbers and makes her worry about other numbers. She asked about the “not to exceed amount”.

Steve Arndt said the GMP, or guaranteed maximum price, is Barnhill Construction guaranteeing that this is the top dollar amount the county will be charged for the project.

Commissioner Richards asked what the contingency is in the budget.

Bonnie Hammersley said it is 5%, which is the standard.

Commissioner Fowler asked if it is 5% or $5 million in contingency.

Bonnie Hammersley said it is 5%.

Commissioner Fowler asked if shelling out the facilities would affect functionality.

Steve Arndt said yes. He said the facilities would be without carpet, paint, lights, and furnishing and would ultimately have to be finished at a later date.

Commissioner Fowler said if the facility isn’t functional, then costs will still be incurred from renting the space for the skills center. She said by shelling it out, the whole reason the county wants the building, for a library and skills center, would not be achieved. She said that option would essentially be building parking. She said that during a previous presentation, there was an option to reduce the size of the parking deck in order to reduce costs. She asked if that was still an option.

Steve Arndt said it’s not on the table at this time, and the Board at the time decided not to move forward with that cost saving option.

Bonnie Hammersley said anything is an option that the Board would like staff to work on. She said there aren’t many options left now because the project has been completely value engineered, but anything the Board directs between now and March 15th when this comes back

to the Board, can be looked at. She said that the Board can direct them to do anything they would like for them to speak with Carrboro about.

Commissioner Fowler said that labor costs and supply costs went up and asked what was included in the total percentage increase of 32.7%.

Steve Arndt said that number was based on a report from the AGC that looked at numbers from 2020 and 2021. He said that what was bid in February is based on the current environment.

Commissioner Fowler asked if there were any parts of the project that had no bids received.

Steve Arndt said bids were due February 9 and several packages didn't have sufficient bids, so staff had resolicit bids and those were all reopened on February 16.

Commissioner Fowler clarified that now all bids are received.

Steve Arndt said yes. He said he expects to see the final GMP March 7th and expects it to be very similar to what is presented here.

Commissioner Fowler asked if it's possible for the GMP to continue going up.

Bonnie Hammersley said a GMP will only go up if the owner asks it to go up, which the county won't do, or an act of God, like a huge rock beneath the site that requires removal.

Commissioner Fowler said that wasn't her experience with GMPs with the school board, also working with Barnhill.

Bonnie Hammersley said that seems unusual.

Commissioner Greene clarified that shelling out means no library and no skills development center. She asked what interest rate is applied to the total $8 million.

Steve Arndt said 4%.

Commissioner McKee said he doesn't see shelling out library as an option. He asked to see the difference between pricing with and without a parking deck.

Steve Arndt said the parking deck couldn't be eliminated completely because part of building is underneath.

Commissioner McKee clarified he just wants a general number in reduction or a range in price.

Steve Arndt said there are 171 spaces in deck and 110 are the county's responsibility.

Bonnie Hammersley said the cost of entire parking deck was $8 million.

Commissioner McKee said he understands there has to be parking, but this started out as a desire for a library, and increases seem to be getting out of hand. He said that funds for other projects and services will be impacted by these increases, and a tax raise might be required. He said that his concern is how to balance this scenario.

Eric Hyde said that about a year ago, they discussed that taking off 1 level of parking deck would save $800,000 to 1 million.

Steve Arndt said that the parking deck is composed of concrete and that is one of the major increases in cost. He said that it could be 40-50% higher than the costs projected last year. He said that they would have to calculate that. He said that if the BOCC directs staff to remove parking, they would have to go back and redesign that part of the project and rebid. He said that would take a couple of months.

Commissioner McKee said he isn't suggesting that. He said he doesn't understand $2 million in architectural costs, and he is trying to get information to make a decision on. He said that they have doubled the cost in a year and a half.

Commissioner Hamilton asked if there is a guaranteed time to complete the construction.

Steve Arndt said yes and that is part of GMP.

Robert Eagle said that it is 18 months from notice to proceed and that there are liquidated damages if they go over on time.

Steve Arndt said the clock starts running at the notice to proceed.

Commissioner Hamilton said she is also concerned about the price of the project. She understands COVID-19 has made things difficult. She said that given the current international climate is not leading her to think prices will decrease. She said that there are many needs that the county has and that she looks at all projects against their competing needs. She said that this is a priority.

Commissioner Bedford said that staffing projections increased but not as much as other increases. She said that she agrees that parking is important. She said that interest rates concern her. She asked if there is any possibility that Carrboro could adjust and fund more that has been assigned to Orange County.

Chair Price said Carrboro is funding their portion and that the county is funding their portion.

Bonnie Hammersley said the Town Council is looking at this tonight as well and will come back on March 15th. She spoke to the Town Manager and the council has issues with the increased cost of project as well.

Chair Price said she knows Carrboro needs 61 parking spaces but questioned the 110 spaces total.

Steve Arndt said there was a detailed analysis done on the demand for parking during the design plan and 120 spaces were deemed to be accurately needed to accommodate both facilities.

Chair Price said she hates to pave over open lands but wonders if there is an alternative to parking, like a park and ride, and public transit, if that would alleviate the need to build the deck. She remarked on the increases of concrete and steel. She said she is also shocked by the increases. She asked if the water increase was based on construction only.

Steve Arndt said this is for construction.

Chair Price asked if there are trends showing a decrease in costs going forward.

Steve Arndt said at best, they could hope for a leveling off, but absent extreme economic decrease, it likely won't change.

Chair Price asked if there is a way hear back from Carrboro quickly.

Bonnie Hammersley said she is talking with the Carrboro Town Manager in the morning, and they will discuss the issues brought up by both boards.

Chair Price asked if analysis could be done again on proposed parking spaces.

Bonnie Hammersley said staff will look at that and look at what is required. She said they do not have to do any more than the requirements.

Chair Price said that she was trying to say that some of the planning requirements may be outdated and unreliable for actual use and demand.

Commissioner Greene said that if some of the parking were to be removed then that would require a redesign of the project and a rebid.

Steve Arndt said that the bids are only good for 90 days for every bid.

Commissioner Greene said that there is a local government deadline coming up that Carrboro is dealing with.

Bonnie Hammersley said they are working with that deadline but that it can be pushed off to a later date, if needed.

Commissioner Greene said if the project must be rebid, there's a chance the costs will go even higher, as well as interest rates.

Steve Arndt said yes.

Commissioner Greene said this is very unfortunate, but the project has come a long way and need to find some way to get to the finish line.

Commissioner Bedford said when the CIP comes to the Board, she hopes some of the increases can be applied, so help the Board understand inflation.

Steve Arndt said AMS was shocked by these numbers, and after seeing it, they revised the CIP with finance.

Bonnie Hammersley said staff will get the final GMP on March 7th and will come back on March 15th anticipating a decision. She said that the CIP will be presented on April 5th.

Commissioner Richards said shelling out is not a good idea but that she would like to see other alternatives.

Bonnie Hammersley said she's been working on this project since coming to Orange County. She said that the value engineering has reached capacity. She said there is an issue with the project being split between two boards and with those boards having different priorities. She said she supports whatever this Board does and understands the different priorities between counties and municipalities. Bonnie Hammersley said staff has looked at this project from a variety of angles and different designs and uses. She said staff will continue to do what they can.

Chair Price asked what percentage of entire building construction parking is.

Steve Arndt said it is about 50% in area.

Commissioner Hamilton asked if the Board could have a preview of the CIP. She said she would like to look at a comparison of other projects.

Bonnie Hammersley said staff can provide a model on March 15th.

Commissioner Hamilton said it would be helpful to get a sense of the projects in the model.

Bonnie Hammersley said Travis Myren leads the CIP process, and staff is not at that point yet.

8. Consent Agenda

- Removal of Any Items from Consent Agenda
- Approval of Remaining Consent Agenda
- Discussion and Approval of the Items Removed from the Consent Agenda

A motion was made by Commissioner McKee, seconded by Commissioner Greene, to approve the consent agenda.

VOTE: UNANIMOUS

a. Minutes

The Board approved minutes from the February 1, 2022 Virtual Business Meeting.

b. Motor Vehicle Property Tax Releases/Refunds

The Board approved a resolution to release motor vehicle property tax values for two taxpayers with a total of two bills that will result in a reduction of revenue.

c. Property Tax Releases/Refunds

The Board approved a resolution to release property tax values for ten taxpayers with a total of sixteen bills that will result in a reduction of revenue

d. Applications for Property Tax Exemption/Exclusion

The Board approved a resolution for three untimely applications for exemption/exclusion from ad valorem taxation for three bills for FY 2021/2022.

e. Approval of Revisions to Orange County Voluntary Farmland Protection Program Ordinance (Code of Ordinances Chapter 48) and Boundary Adjustment for the New Hope Voluntary Agricultural District

The Board adopted the proposed language adjustments to the County's Voluntary Farmland Protection Program ordinance (Chapter 48, Orange County Code of Ordinances) and approved the boundary adjustment for the New Hope Voluntary Agricultural District.

f. Eno River Farmers' Market – License Agreement Renewal

The Board approved the renewal of a license agreement, for a period of three years, between Orange County and the Eno River Farmers Market (ERFM) for Saturday use of the David Price Farmers' Market Pavilion and authorized the Chair to sign the agreement.

g. 2022 Amendment to Interlocal Agreement with Towns of Chapel Hill and Carrboro Related to the Historic Rogers Road Area Private Sewer Service Lateral Connection Installations for Qualified Low-to-Moderate-Income (LMI) Homeowners – Cost Share

The Board approved the proposed 2022 amendment to the Interlocal Agreement and authorized the County Manager and Finance Director to sign.

h. Acceptance of Planning Jurisdiction over Two (2) Parcels to Orange County

The Board received the property owner petition and Town of Chapel Hill resolution, and accepted assignment of planning jurisdiction into Orange County for two (2) parcels.

i. Women's History Month Proclamation

The Board approved a proclamation recognizing March 2022 as Women's History Month in Orange County.

9. County Manager's Report

Bonnie Hammersley said the county hired a new Sustainability Project Coordinator, Amy Eckberg. She said that she spent 13 years with Wake County and then time with the Virginia Clean Cities. She said she has heard from staff that this individual is highly impressive.

Bonnie Hammersley reminded the Board there will be a work session on March 10th. She said that the Board will hear from 10 boards for their annual report and will review appointments to boards and commissions.

10. County Attorney's Report

John Roberts said the state legislature passed a new law regarding county commissioners serving on non-profit boards. He said that some Board members serve on non-profit boards that receive funding from the county, so they will need to work with him on a way to excuse themselves from those votes. He shared that Town of Chapel Hill is discussing an option of making elected officials part of an advisory board for the non-profits, specifically for Community Home Trust, rather than being on their governing board.

11. *Appointments

None.

12. Information Items

- Tax Collector's Report – Numerical Analysis
- Tax Collector's Report – Measure of Enforced Collections
- Tax Assessor's Report – Releases/Refunds under $100

13. Closed Session

None.

Chair Price asked the Clerk to send a Doodle poll to determine another date for the May 17th business meeting. She said that is scheduled the same evening as the Primary election.

The Clerk indicated that the date for the meeting was proposed to move to May 24th and there will be a consent agenda item for the change on March 15th.

14. Adjournment

A motion was made by Commissioner Fowler and seconded by Commissioner McKee to adjourn the meeting at 8:34 p.m.

Roll call ensued

VOTE: UNANMIOUS

Renee Price, Chair

Tara May
Deputy Clerk to the Board

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

MINUTES
ORANGE COUNTY
BOARD OF COMMISSIONERS
WORK SESSION
March 10, 2022
7:00 p.m.

The Orange County Board of Commissioners met for a Work Session on Thursday, March 10, 2022 at 7:00 p.m.

COUNTY COMMISSIONERS PRESENT: Chair Renee Price, Vice Chair Jamezetta Bedford, and Commissioners Sally Greene, Jean Hamilton, Earl McKee and Anna Richards
COUNTY COMMISSIONERS ABSENT: Commissioner Amy Fowler
COUNTY ATTORNEYS PRESENT: John Roberts
COUNTY STAFF PRESENT: County Manager Bonnie Hammersley, Deputy County Manager Travis Myren, and Clerk to the Board Laura Jensen. (All other staff members will be identified appropriately below)

Chair Price called the Board of County Commissioners meeting to order at 7:00 p.m. Commissioner Amy Fowler was absent.

Chair Price asked for a motion to amend the agenda to include a discussion of the process for state of emergency declarations.

Commissioner Hamilton made a motion to add an item about state of emergency declarations, and Commissioner Bedford seconded the motion.

VOTE: UNANIMOUS

Travis Myren, Deputy County Manager, made the following presentation:

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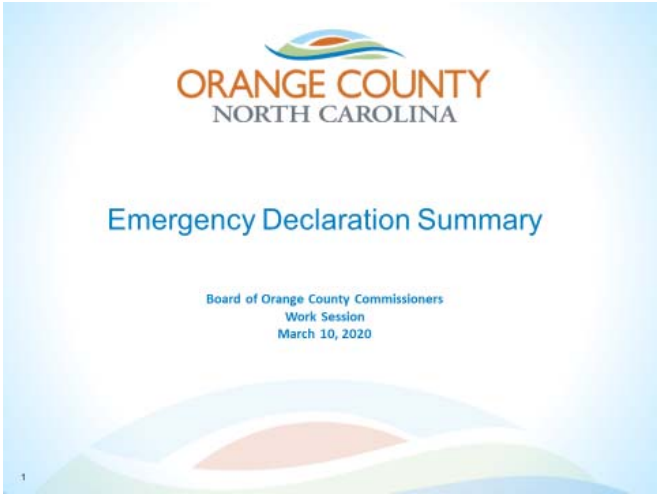

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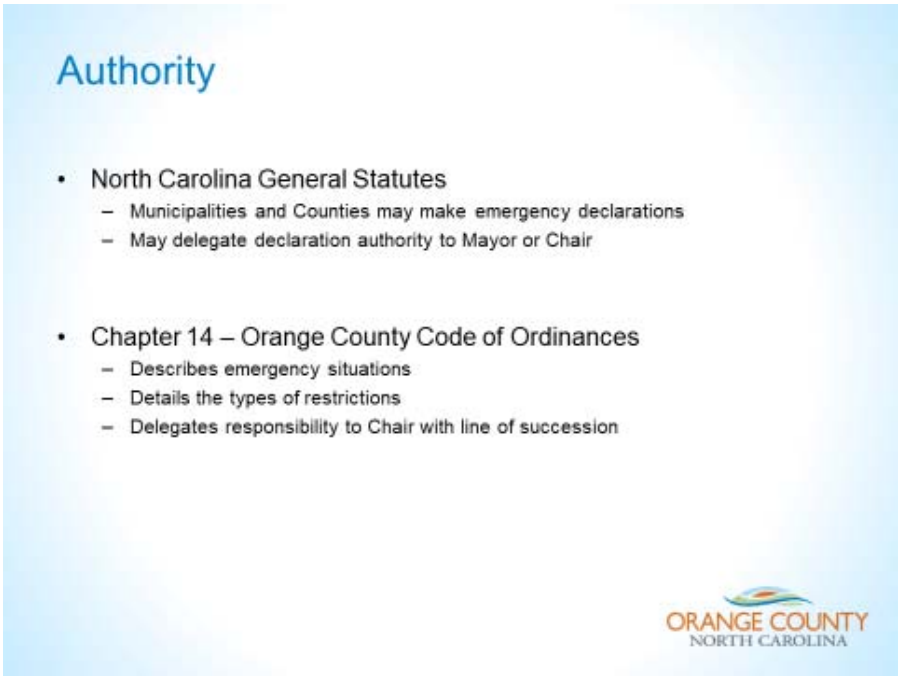

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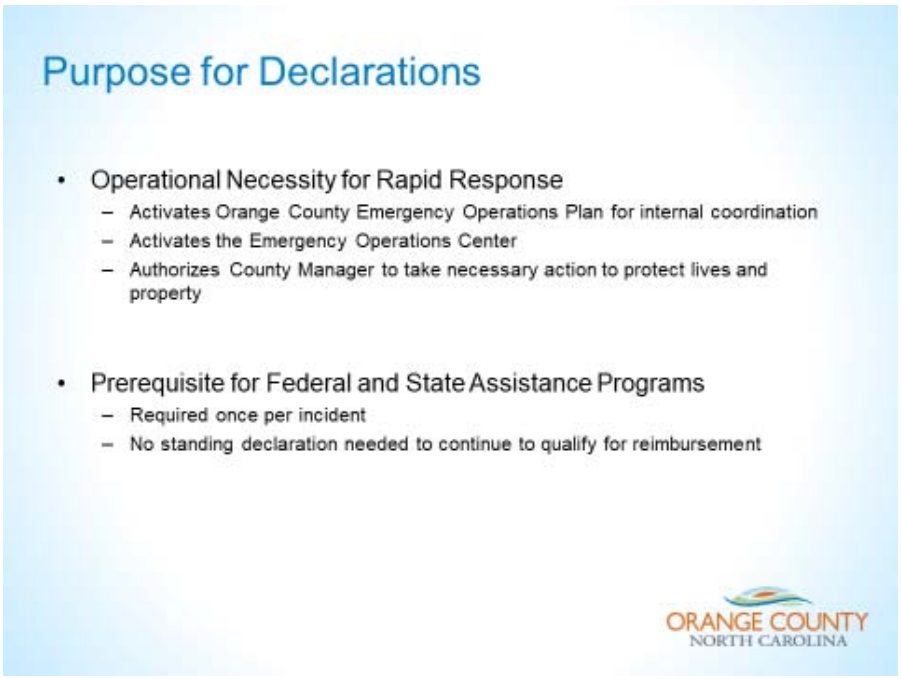

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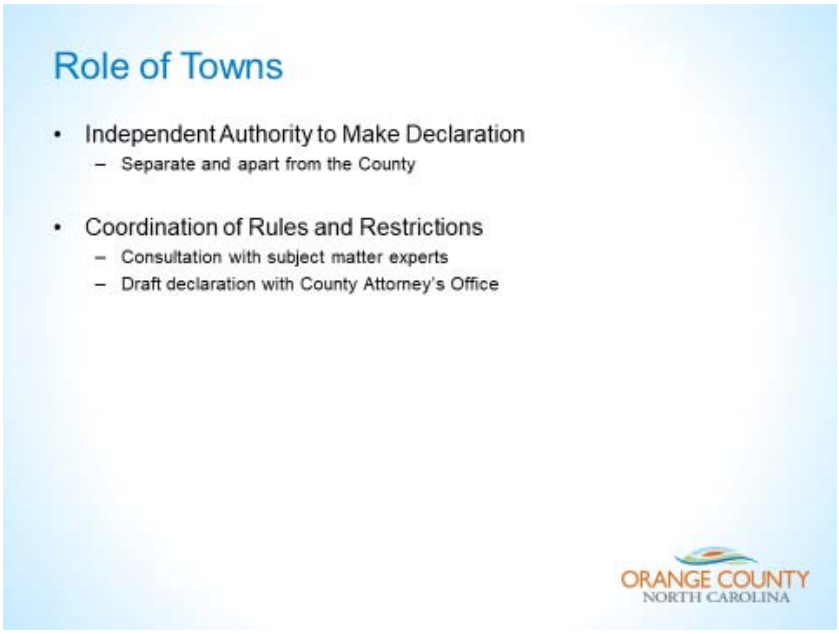

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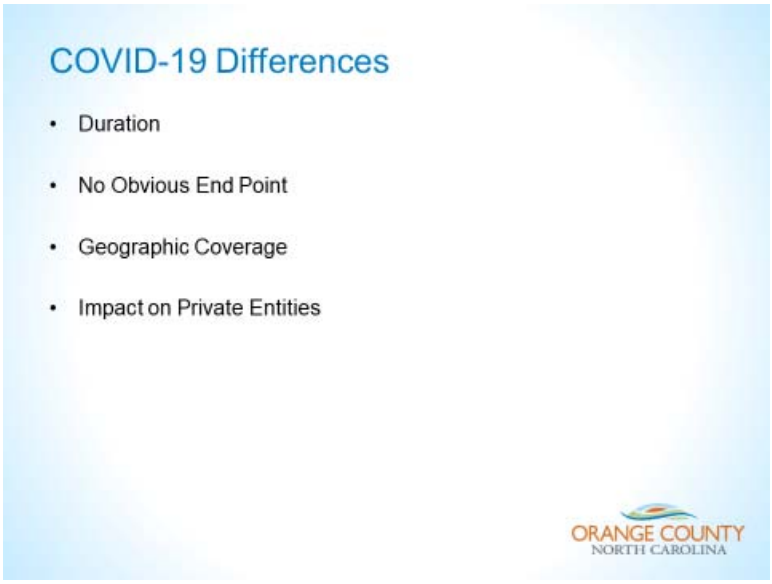


Travis Myren said that unlike other emergencies, there was no obvious end point to the COVID-19 pandemic. He said that stay at home orders impacted private entities in a way that other emergencies do not.

Slide #7

Commissioner Bedford asked when the county is issuing a declaration, if it excludes the towns, unless the towns want to join in.

Travis Myren said yes. He said the county invites the towns to participate for coordination, but it is not necessary.

Commissioner Bedford asked how it works with municipalities split across counties, such as Mebane.

John Roberts, County Attorney, said those municipalities usually do not participate and issue their own orders.

Commissioner Bedford said that it could be a conflict for those municipalities that are split between counties that have differing rules.

Commissioner Richards asked if the state of emergency declaration for COVID-19 was done in consultation with the Board.

Travis Myren said that he thought it was done by the Board Chair at the time, in consultation with the mayors.

Commissioner Richards said that this presented a good opportunity to rethink the process since the standard process seems to be setup for a snowstorm, for example.

Commissioner McKee said there was no consultation with the Board because that was the process in the past. He said that some states of emergency need quick action. He said that the Board delegates the authority to the Chair to make these declarations because they need to be able to implement them quickly, in the event of a standard state of emergency. He said that he thinks that it is proper to continue in that fashion. He noted that COVID-19 presented a different scenario, and he has no issue in how the declarations were issued up until now, but that he wants to review how to go forward. He said he would like to allow Board input at some point in time in future, long-term emergency declarations. He asked when the current declaration ends.

Chair Price said it has been extended until May 1, 2022.

Commissioner McKee said in this case that he favors allowing the Board to weigh in before extending the declaration or requiring masks again. He said it is a unique situation and has no bearing on other states of emergency. He said he thinks they need a policy to determine what is delegated to the Chair.

Chair Price asked when federal and state mandates expire.

Travis Myren said the federal transportation declaration was extended through April 18th and said he was unsure about medical facilities.

Chair Price asked about the deadline for reimbursement for federal funds.

Travis Myren said eligible expenditures are ending soon. He said the declaration does not have to be open during the entire expenditures period.

Commissioner Hamilton said she agreed about the importance for the Board to have input emergencies like COVID that have a wide impact on the community. She asked how they could put the policy in place. She said her reading of the policy says the chair can put the declaration in place, but changes could be made by the Board. She said it would be helpful to have guidance for Board input.

John Roberts said the Board has authority to direct the Chair to amend, rescind, or extend any declaration. He said they could add language that says something along the lines that “any declaration that extends past 10 days shall come back to the Board at a business meeting for determination on how long it should be kept in place.” He said that the board does have an authority to direct how the declaration will go forward by directing the chair.

Commissioner Greene said she did not know the Board had that power. She said that the County Attorney’s suggestion about amending the language for duration and Board review makes sense. She said for something that is beyond a hurricane, or natural disaster, and like the pandemic that is becoming a part of life, maybe 30 days could be the duration that discussion should go to the Board.

John Roberts said he can only remember two events in the last 13 years that extended beyond the five days that they are automatically terminated by the ordinance. He said that if they set a 30-day window, that maybe they would never have to use it.

Chair Price said that emergencies on the coast can impact communities for a long time.

Commissioner Bedford said she is concerned. She said that she does not think it should be automatic that a declaration come back to the board. She said that it might make more sense to ask the manager to work with the emergency services department because they have protocols and that would take the politics out of the decision. She suggested that the County Manager work with staff to determine when and why declarations should be extended, ended, or brought before the Board. She said an emergency should never be political.

Bonnie Hammersley, County Manager, said the normal protocol is that the emergency management team discusses with the County Manager whether the county should be in a state of emergency. She said then the County Attorney puts together the state of emergency declaration, and then the Chair signs the declaration. She said staff on the ground advise the Chair if the state of emergency needs to be extended. She said it is coming up from emergency operations. She said she thinks the language does allow the Board to get involved, if needed. She said in most cases, the state of emergency happens quickly and then is done. She said they always follow up with the Board with the full impact. She said the pandemic just never ended and provided a different situation than had ever been experienced.

Commissioner Bedford said it would be helpful if the team could share what the parameters are for why emergency declarations would be reconsidered.

Commissioner Richards said she liked the words, "in consultation." She said she did not want to mess anything up but that she wants to understand what the parameters are so she could communicate clearly with the public. She said she wants to be able to share knowledge. She said she did not want to interfere with the process.

Chair Price said that in the first half of the pandemic a lot of the information was confidential, but it was coming from emergency management and with the health department. She said the mayors and chairs were just signing the declaration, but it was being developed by the people on the ground.

Commissioner Hamilton said she agreed that it is about being in consultation. She said she just wanted to get information about the basis for the metrics. She said this would allow the board to ask questions and understand. She said it is important as a Board to have that to educate the community. She said they are held accountable as a Board. She said that this unique situation of a long running emergency that it is vital that the whole board be involved. She said that when we have a long running emergency, people get tired, and others need to be deputized to get input. She said it was important to not let it get politicized and to look at the best interests of the community.

Commissioner McKee said he would send language to the Board for amending the policy.

Chair Price said that it can be brought to a future meeting for discussion and public input.

Chair Price said she forgot to say at the beginning of the meeting that Commissioner Fowler had an excused absence from the work session.

1. Boards and Commissions – Annual Work Plan Summaries

The Board received feedback and/or direction on the first group of boards and commissions' annual work plan summaries with their Chairs (or representatives) in attendance. (A second group of boards and commissions' annual work plan summaries is scheduled for the Board's April 14, 2022 work session.)

BACKGROUND: In the past, as part of the Board of Commissioners' annual planning and goal setting retreats, the Board requested and reviewed/provided feedback on annual plan summaries from the County's internal boards and commissions. This information provided the Board with a yearly overview of the boards and commissions and their projected goals for the upcoming year. This particular process ended in 2007. The Board decided at its April 13, 2010 meeting to reinstate this process independent of the Board's annual retreats.

Boards and Commissions Represented at this meeting:

Board Name	Representative(s) Presenting

Orange County Board of Adjustment	Leon Meyers
Orange Unified Transportation Board	Erik Broo
Orange County Planning Board	Lamar Proctor
Economic Development Advisory Board	Estella Johnson
Chapel Hill Orange County Visitors Bureau Advisory Board	Sharon Hill & Laurie Paolicelli
Human Relations Commission	Frances Castillo
Orange County Housing Authority Board	Corey Root
Affordable Housing Advisory Board	Jenn Sykes
Alcoholic Beverage Control Board	Tony DuBois
Animal Services Advisory Board	Ed Tiryakian & Bryan Stuart

Tara May introduced the item.

Leon Meyers presented for the Board of Adjustment. He said the Board of Adjustment met six times in the last year or so, for one work session, one orientation, one appeal case, two variance cases, and a virtual meeting to approve minutes. He said there were issues with staff support, which the Planning Director corrected. He said there is a regular member who has not had any communication with the Board of Adjustment for over a year. He said that it was important to move the alternates into regular member seats and to fill the alternate positions, so the Board of Adjustment can operate.

Commissioner Richards asked what are the kinds of things that the Board of Adjustment would take up.

Leon Meyers said the Board of Adjustment is a quasi-judicial board and it was created by the North Carolina General Statutes and the Unified Development Ordinance (UDO). He said that it handles appeals of decisions that staff make, variances from the requirements of the UDO, and a narrow class of special use permits.

Commissioner Richards asked about issues with the UDO and if it is handled separately, or if it were collectively something the county would look at in the UDO.

Leon Meyers said the Board of Adjustment is not involved with the UDO, except as a distant advisory board.

Erik Broo presented for the Orange Unified Transportation Board (OUT Board). He said they have met five times and that the virtual meetings helped with a quorum. He said that the major thing they did in 2021 was to make recommendations on the Orange County CTP. He said they review NCDOT projects in Orange County at every meeting. He said they review the Burlington Graham MPO 2045 MTP update. He said they get updates from Nish Trivedi and his staff about projects, and they offer feedback. He said they meet regularly with TAS. He said they pursue the non STIP items that are outside of NCDOT's realm and those can be accomplished din a timelier manner. He said they monitor local and regional plans, like Robeson county's goal to have traffic fatalities at zero. He said the board looks at other community plans to determine if they are good fit for Orange County. He said they use the website to push information out and solicit feedback. He said they are actively trying to support multi-modal transportation projects, and this is a challenge. He said that everyone wants bike lanes, but they have to be called 4-ft shoulders to be able to meet the guidelines. He said in 2022, they are going to look at the US 70 multi-modal corridor study. He said they will continue to look at the DCHC 2050 transportation plan and they are also awaiting the DOTMSTA study. He said the Grady Brown and Cedar Ridge High Schools are included in the area of the DOTMSTA study and they will be reviewing the information so that hopefully the constituents can have their concerns better heard through improvements. He said there is a possible casino being built in southern Virginia and that would affect the traffic on NC 86, and they are paying attention to issues like that. He said they are looking at alternative means to address local

issues and smaller projects. He said that for example, when light rail was a thing, there was a tax, and it would be nice to be able to use those funds within the bounds that have been set. He said they are trying to figure out how to do smaller projects within the boundaries that are set.

Commissioner Greene said the county was updating the Orange County transit plan and revise it since light rail has ended. She asked if the OUT Board was consulted.

Erik Broo said yes, and they talk about it every meeting.

Commissioner Greene said the transit policy steering committee was meeting the next day and they will be receiving results of the second round of input.

Craig Benedict, Planning Director, said the OUT Board is made of planning staff and Orange County public transportation and they discuss the plan at each meeting.

Commissioner Greene asked if the OUT Board was specifically included.

Nish Trivedi said yes, they have been included in the input process.

Erik Broo said Nish Trivedi and his team were reviewing the document every meeting.

Chair Price said the bridge study discussion has been going on for over a decade. She said she hopes this time something happens.

Erik Broo said the topic comes up frequently.

Chair Price said that over the years, NCDOT has begun listening to Orange County's desire for bike lanes. She said they have to be called "4-foot shoulders," but are intended for bikes.

Erik Broo said that he hopes NCDOT would offer funding for projects that are not directly adjacent to roads, because it would show North Carolinians that they do care about multi-modal. He said transportation does happen with bikes even though they are not on the road.

Chair Price said they are changing the culture.

Lamar Proctor presented for the Orange County Planning Board. He said the board met ten times. He said they revised the UDO as an update as required to meet the updates to NC General Statute 160E. He said there were some substantive changes that were also discussed by the Board of Commissioners. He said they also reviewed projects within the county. He said they also reviewed changes that are happening in Durham that affect the Eno economic development district because they are reducing public water and sewer to the area. He said that it will not be as big as they wanted, regarding future growth, in that area. He said they have a new chair, Adam Beeman. He said that Adam Beeman led a discussion on residential solar. He said that it was eye opening to see the hoops they had to jump through and unforeseen expenses to add solar to residential. He said that it dovetails with issues that the Planning Board is concerned with. He said they will likely work more with other boards in the future. He said new census data will require an update to the comprehensive plan. He said they will continue to work on community outreach. He said they may teach a Planning 101 course to the public, to help them learn the process and where their voice can be heard. He said that broadband access is important to the Planning Board, as is climate change. He said that the growth of Mebane into western Orange County is creating concern for residents. He said they want to encourage renewable energy development. He said the Planning Board is concerned with maintaining water resources. He said Orange County has some clean ecosystems that should be protected and used wisely.

Commissioner Richards said there is a need to update the planning. She said that between the UDO, the comprehensive plan, and the new census data, it all needs to be updated. She said she wants to do all of that in a collaborative way. She asked if there is a work plan to get that done in the next year.

Lamar Proctor said there were policies and procedures established that they would follow.

Commissioner Richards asked about the work plan for tackling that.

Craig Benedict said that when the comprehensive plan was put together, there were eight lead advisory boards. He said that it is especially important to include them. He said they

want to be inclusive with advisory boards. He said there is a process, but they need to bring everyone together. He said in the coming months they will pull everyone together and get buy-in right away. He said that there is a very deliberative process to make sure they are including the advisory boards. He said that the process took several years in the past and he hopes that it can be done a bit quicker this time.

Chair Price said in the previous process they used a world café model to share ideas. She said it was an interactive process.

Craig Benedict said that when he started, they were working on the 2025 Transportation Plan and now they are working on the 2050. He said that he will be retiring but that the work continues.

Estella Johnson presented for the Economic Development Advisory Board. She said their subcommittee reviewed many small business grant applications and approved twenty-six small business grant awards totaling $134,465. She said assisted in the Agriculture Economic Development Grant Program to receive and review applications, approving ten grant awards totaling $87,705 in support of Orange County's small farmers and food processors for the year. She said members of the Advisory Board participated in a third round of the Board of Commissioners' special COVID emergency small business grant program, approving forty-four awards totaling $132,000 for the year. She said this activity was in addition to 2020's first two rounds of special grant approvals that made seventy-eight awards totaling $520,131 for the prior year. She said that the combined value of all grant award activity benefiting small businesses & small farmers saw a total of $354,170 in economic development funding throughout rural Orange County and the towns of Hillsborough, Chapel Hill and Carrboro. She said all of these business and agriculture/food processing grants were made possible by funds provided by the County's special Article 46 (1/4 cent retail sales tax) proceeds. She said that thanks to Article 46 funding, these grant programs show that the real estate tax paid by the public is remaining in Orange County. She said these funds are put to effective use to grow the local economy. She said Economic Development Advisory Board members worked closely with staff to review all applications and make strategic grant awards. She said all grant awards should be considered important efforts to the county's continuing investment to our locally owned small businesses, agricultural food processors, and farms, many of which are women and minority owned businesses. She said the advisory board's goals in 2022 are to assist the Board of Commissioners with their social justice goal to assist all residents with participation and sharing of economic prosperity by continuing the small business grant and agricultural programs. She said they also hope to continue collaborating with the county, the chambers of commerce of Hillsborough, Chapel Hill, and Carrboro, and Durham Technical Community College. She said they also offer assistance to the Board by making recommendations for the use of Article 46 revenue to prioritize funding for a mix of small businesses and entrepreneurial firms. She said they also hope to attract larger industries as well. She commended the efforts of Economic Development staff for their work with the Board of Commissioners to support small and large businesses.

Estella Johnson said she is relatively new to the Economic Development Advisory Board, but she would do her best to answer any questions.

Commissioner Greene commended the board and staff for the emphasis on agricultural economic development and the food processing center. She said she hoped they could grow that due to the potential.

Chair Price commended the board on their work for small business assistance and family farms. She asked if the board felt there were sufficient grant funds for the number of applicants.

Estella Johnson said there is never enough money because people are always in need. She said that small businesses generate long-term jobs. She said she is not certain on the

amount of money available to them to supply to businesses. She said it is good for them to have expert support.

Steve Brantley said they are fortunate that grant money is supported by Chapel Hill and Carrboro where they have new grant programs made available by ARPA or accrued funding. He said the county is the only organization that has funding available for farms or food processors. He said that if there is more funding available that they would make more grants or larger grants. He said the biggest difference between the agricultural grants and the other businesses is a timing one. He said people in agriculture have a different cycle in when they need funding. He said that other small business applicants do not have the same cyclicality. He said that brand new startup type ventures are not really allowed with the guidelines. He said there are funds available that have never been used and they are proposing to move it to allow startups to be able to use it. He said they want to grow businesses with less than 12 months operating history. He said the county is reinvesting in the community with economic development.

Sharron Hill presented virtually for the Chapel Hill Orange County Visitors Bureau Advisory Board. She said they moved to 308 West Franklin Street. She shared a video from musician James Taylor that will play continuously at the visitor's bureau. She said that tourists are returning to Chapel Hill. She said staff has completed a 2022 event and meeting guide. She shared a new draft website that highlights the diversity of the area. She said they are going to update language on the website to include the term BIPOC. She asked that people contact the visitor's bureau with events that they would like highlighted.

Laurie Paolicelli of the Visitors Bureau, thanked Sharron Hill and Commissioner McKee for serving on the advisory board. She said that there are also twelve other videos, including Coach Brown, Governor Cooper, and Lewis Brown, all the mayors, and Chair Price. She said they hope to have a grand opening for their new space after UNC Chapel Hill's graduation. She said they are going after meeting planners now because the biggest struggle is mid-week.

Frances Castillo presented for the Human Relations Commission. She said that they have spent a lot of time partnering with other organizations and working on community development. She said they worked to educate tenants and landlords on their rights and responsibilities. She said they collaborated with UNC Humanities K-12 and created a Pauli Murray curriculum. She said that teachers can use the lesson plan and it is being used even outside of North Carolina. She said they are beginning to publish documents in languages other than English. She said that in 2021 they hosted the Pauli Murray awards, a community conversation on defunding the police, letters to the editors on defunding police and violence against the Asian Americans. She said they also took a month to dedicate to community education on how to be a good advocate. She said that the upcoming year will be interesting as they begin in-person meetings. She said that there are many issues, and they are putting together resources to help the community address those. She said they want everyone on the commission to go through GARE training. She said they have started attending the state human relation commission meetings. She said that they want to address women's health and women's economic opportunities. She said they want to work more with other advisory boards and commissions.

Commissioner Richards said they passed a resolution supporting Orange County schools. She said in the resolution they asked for help from the commission in how they can move forward with broader conversations in the community. She said she just wanted to remind everyone about that desire. She said she wanted to work with the commission on how to move the county forward. She also said they would like help on diversifying boards.

Frances Castillo said there is a board diversity subcommittee that is studying that subject. She said they are soliciting information from advisory boards about ethnicity of members. She said they are also trying to make sure the human relations commission is diverse.

Chair Price said that diversity on the boards has been an issue for years. She said it is an issue of communication and feeling comfortable on the board. She said that is some of the feedback she has gotten over the years. She said some people are fine being the only woman or person of color on a board, but others do not. She said they have to encourage people to get on board and raise their voices.

Frances Castillo one of the issues is the time and places that boards are meeting. She said some are set up to be inaccessible. She said this prevents people from being on certain boards.

Chair Price said some of it really has been that people do not want to be bothered if they do not feel they will be comfortable.

Corey Root presented on behalf of the Orange County Housing Authority Board. She said the board is currently without a chair or vice chair, so she was presenting for them. She said the board has gone through a lot of changes. She said the first substantial change is they have increased the number of leases. She said they have issued a high number of vouchers. She said they are being used in collaboration with the Partnership to End Homelessness. She said they have identified people exiting homelessness and they meet criteria to receive those vouchers. She said there are over one hundred households that have been issued vouchers. She said that there are not enough affordable housing units in the community to meet the need. She said that structured support in housing searches is also being provided. She said that HUD made additional vouchers available and Orange County qualified for nineteen of those. She said that the guidelines are exactly what Orange County is already doing. She said three of the nineteen are leased. She said that the housing vouchers come with a service fee that they can use for furniture or household goods. She said they are working to lower barriers for those with vouchers. She said they are working to make it more accessible and understandable. She said they have reduced their voucher package to three pages for recertification with HUD to make it kinder to clients who are in need. She said the previous version was ten pages with a lot of scary language. She said they are trying to reduce the paperwork in all their programs.

Commissioner Bedford asked what permanent supportive housing is.

Corey Root said permanent supportive housing is a model to address needs for those who have experienced chronic homelessness and who also have a disability. She said it is housing subsidies with an addition of services. She said the people who provide services have one of the toughest jobs in Orange County. She said some people have trouble finding units, even with vouchers. She said affordable housing is moving towards a mixed income type of housing.

Jenn Sykes presented for the Affordable Housing Advisory Board. She said they are involved in outside agency funding review. She said they work on community engagement to help residents understand what is available to them. She said they believe that housing is a key component for having a healthy life. She said they review action plans for federal HOME funds and expand partnerships within the community. She said that next year they also want to engage with criminal justice and immigrant refugee partners. She said they want to increase financial support for affordable housing. She said they want to remain engaged with local governments as they discuss affordable housing. She said they consult and review the proposed land uses for the Greene Tract. She said they are also aligning with the county-wide racial equity plan.

Commissioner Richards asked if the board was involved with the Big Bold Idea housing committee.

Jenn Sykes said that Corey Root is a member of that committee.

Commissioner Richards asked if Corey Root will report back to the Board of Commissioners on that committee.

Corey Root said she is not sure at this time how this information will be shared.

Tony DuBois presented on behalf of the Alcoholic Beverage Control Board. He said they are different than advisory boards because they are an independent subdivision of the state and generate revenue and distribute profits. He said that employees working with the public have had a difficult job over the pandemic. He described the increase in sales at the stores. He said they are a living wage employer, and that they are building new locations in Mebane and Southern Village. He said they have increased their grants during the pandemic. He said they have focused on best ways to distribute the money. He said they recently renewed their living wage certification, but it creates salary compression. He said that they have been able to pay off debt and upgrade stores. He listed some of the organizations that they have helped financially.

Chair Price said she noticed the increase in sales.

Commissioner Richards asked if law enforcement has specific programs about alcohol prevention and if they support those.

Pat Burns from the ABC Advisory Board said all agencies submit a grant request to describe what they will use the funds for. He said a lot of this goes toward the multijurisdictional agencies with a strong focus on underage drinking.

Ed Tiryakian presented on behalf of the Animal Services Advisory Board. He said he has been on the board for 8 years and his final term will end in June. He said he understands the importance of the advisory boards on bringing attention to issues. He said they are currently considering if roosters should be regulated in the developed parts of the county. He said they are investigating if high density areas should be rezoned for no roosters. He said they have frequently reviewed the dangerous dogs ordinance. He said that several years ago they asked the Board of Commissioners to remove the word “vicious” from the ordinance. He said that was changed to “dangerous.” He said they also requested an appeals process for removing muzzles from dangerous dogs after 18 months. He said there are state statutes for lifelong muzzle requirements and the board asked the Board of Commissioners to discuss a local bill with state legislators for removing the lifelong muzzle requirement. He said it would be viewed by the legislators as a study. He said they have made changes for investigating dangerous dog declarations. He said there have been decreases in the number of incidents for dangerous dogs. He said that their board has a requirement for geographic diversity. He said that maybe this makes sense but is that the type of diversity that is most relevant. He said they are having meetings at other locations in Orange County to hopefully attract interest from residents in what the advisory board does. He said they are thinking of bringing other Animal Services programs to those locations during the meetings. He said they have been working on amending the animal ordinance to update the language and address different types of issues. He said people want to own exotic animals, but often they find out about it after there is an incident. He said they will present the ordinance to the Board of Commissioners later in the year. He discussed the recent wolf dog situation. He credited the community for finding homes for the captured dogs and for the Animal Services Director for keeping them healthy during the duration of their time at Animal Services. He said it was exceedingly difficult to find homes for the wolf dogs. He said the last three wolf dogs were placed with an organization called Mattersville that builds homes for veterans. He said that Mattersville wanted the wolf dogs but needed help paying for fencing. He said that the community raised $10,000 in a week for the organization. He said the community is very invested in animal welfare.

Chair Price asked if the ordinance will be finished before Mr. Tiryakian leaves.

Ed Tiryakian said yes.

Commissioner McKee said that those requested legislative studies have been presented to Representatives Insko and Meyer. He said Representative Insko has announced that she will extend her time in the legislature until May.

Commissioner Bedford asked if animals got COVID-19 in the shelter.

Dr. Sandra Strong, Animal Services Director, said none since she arrived in the county in June 2021. She said that the shelter did house animals for short periods of time for people in the hospital with COVID-19.

2. Affordable Housing Advisory Board – Appointments Discussion

The Board discussed appointments to the Affordable Housing Advisory Board.

BACKGROUND: The Affordable Housing Advisory Board prioritizes affordable housing needs and assesses project proposals. The board also publicizes the County's housing objectives, monitors the progress of local housing programs, explores new funding opportunities, and works to increase the community's awareness of, understanding of, commitment to, and involvement in producing attractive affordable housing.

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

The following individuals are recommended for Board consideration:

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Alice Mahood	At-Large	Partial Term	06/30/2022
Anjail Taylor	At-Large	Partial Term	06/30/2023
Hasan Abdullah	At-Large	First Full Term	06/30/2024

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

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
At-Large	06/30/2022	**Vacant since 08/10/2021.**

Tara May introduced the item.

Commissioner Richards said Alice Mahood is on two boards.

Tara May said yes. She said the advisory board policy is that people cannot serve on more than two advisory boards, but that they are not restricted from serving on boards that do not act as advisory boards or short-term task forces or work groups. She said that Alice Mahood serves on the ABC Board and the Housing Authority Board, which are not listed as advisory boards under the policy. She said that Alice Mahood could still be eligible for the board.

Commissioner Richards asked who made the recommendation.

Tara May said it was the recommendation of the Housing Authority Board.

Commissioner Bedford said she would like to consider Ehmu Ra Ho instead of Alice Mahood for the at-large partial term appointment and concurred with the recommendation for Hasan Abdullah and Anjail Taylor.

Chair Price concurred with Commissioner Bedford's suggestions.

The Board agreed by consensus on the Ehmu Ra Ho, Hasan Abdullah, and Anjail Taylor.

Tara May said there will be another appointment for the Board to consider for the Affordable Housing Advisory Board at a future meeting.

3. Economic Development Advisory Board – Appointments Discussion

The Board discussed appointments to the Economic Development Advisory Board.

BACKGROUND: The Economic Development Advisory Board works cohesively with the County's Economic Development staff and other economic development partners to position Orange County as a competitive location for business opportunities.

The Board of County Commissioners appoints all ten (10) members, with representation from various fields.

The following individuals are recommended for Board consideration:

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Elise Tyler	Tourism	First Full Term	06/30/2024
Hasan Abdullah	Core Business Community	Partial Term	06/30/2022

If the individuals listed above are appointed, no vacancies remain.

Tara May introduced the item.
Commissioner Bedford said she supported the recommended applicants.
The Board agreed by consensus on the recommended applicants.

4. Orange County Planning Board – Appointments Discussion

The Board discussed appointments to the Orange County Planning Board.

BACKGROUND: The Orange County Planning Board studies Orange County and surrounding areas to determine objectives in the development of the County, prepares and recommends plans to achieve that development, and reviews development applications and makes recommendations to the Board of Commissioners.

The Board of County Commissioners appoints all twelve members.

The following individual is presented for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Statler Gilfillen	Eno Township	First Full Term	03/31/2025
BOCC Appointment	At-Large	First Full Term	03/31/2025

If the individuals listed above are appointed, no vacancies remain.

Tara May introduced the item. She said that Statler Gilfillen was previously appointed to an at-large position, but staff requested that he be moved to the Eno Township position, which would leave his current position vacant.

Commissioner McKee asked if the reasoning was because there were no other applicants for the Eno Township position.

Tara May said yes. She said three applicants for the At-Large position have indicated that they are no longer interested in being on the Planning Board.

Commissioner Greene suggested Elizabeth Bronson for the At-Large position.

Chair Price said she was interested in appointing Steve Kaufman.

Commissioner McKee said he was interested in appointing Elizabeth Bronson.

Commissioner Bedford said she also was interested in Jeff Scott. She said this is a board that needs diversity.

The Board agreed by consensus on Statler Gilfillen and Elizabeth Bronson.

5. Arts Commission – Appointment Discussion

The Board discussed an appointment to the Arts Commission.

BACKGROUND: The Arts Commission recommends strategies to promote the artistic and cultural growth of Orange County, advises the Board of Commissioners on matters involving the arts, and acts as the granting panel for funding programs available to individual artists and non-profit groups sponsoring arts projects in Orange County.

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

The following individual is recommended for Board consideration:

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Mark Bettger	At-Large	Partial Term	03/31/2023

If the individuals listed above are appointed, no vacancies remain.

Tara May introduced the item.

Commissioner Richards said she noticed several positions will be available in the next six months. She asked for the process for filling those vacancies.

Tara May described the process for asking for recommendations from advisory boards. She said that she contacts staff quarterly to let them know which terms are expiring in hopes of

getting it on the Board's agenda before they expire. She said she brings them to the Board when they are available.

Commissioner Richards said she saw an applicant named Lamar Richards.

Tara May said she is unsure why the Arts Commission did not recommend him but that she had tried to contact Lamar Richards to gauge his interest and he did not respond. She did not hear back from Arts Commission staff on if they had talked to him but that she will get that information for the Board.

Commissioner Hamilton said Mark Bettger is a good addition because he is the interim director of the Arts Center.

The Board agreed by consensus on the recommended applicant.

6. Commission for the Environment – Appointments Discussion

The Board discussed appointments to the Commission for the Environment.

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

The Board of County Commissioners appoints all fifteen members, including 10 At-Large members and five members with expertise in specific fields.

The following individuals are recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Taylor Oakley	At-Large	Partial Term	12/31/2022
Ian Morse	At-Large	Partial Term	12/31/2023

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

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
At-Large	12/31/2024	**Vacant since 02/08/2022.**

Tara May introduced the item. She said the Commission for the Environment requested more time to fill the one remaining vacancy.

The Board agreed by consensus on the recommended applicants.

7. Nursing Home Community Advisory Committee – Appointments Discussion

The Board discussed appointments to the Nursing Home Community Advisory Committee.

BACKGROUND: The Nursing Home Community Advisory Committee helps to maintain the intent of the Residents' Bill of Rights, promotes community involvement, and provides public

education on long-term care issues. The regional ombudsman with Triangle J Council of Governments provides specialized training and support.

The Board of County Commissioners appoints all ten (10) members.

REMINDER: As of July 1, 2017, House Bill 248 was adopted by the North Carolina General Assembly regarding the training period for pending members of the "Adult Care Home Community Advisory Committee and Nursing Home Community Advisory Committee". Applicants will be selected from the County "Applicant Interest List" for a condensed training and if an applicant successfully completes the training, that individual would be recommended for appointment. Therefore, when an applicant is recommended for appointment, it would initially be for a one-year preliminary term and their training will have already been completed.

The following individuals are recommended for Board consideration:

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Jacqulyn Podger	At-Large	First Full Term (re-appointment)	03/31/2025
Martha Bell	At-Large	One-year extension	01/31/2023

SPECIAL NOTATION: None of the other applicants have completed the mandatory pre-appointment training and are therefore not eligible for appointment at this time.

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

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
At-Large	06/30/2022	**Vacant since 08/25/2021**
At-Large	03/31/2023	**Vacant since 08/25/2021**
At-Large	03/31/2023	**Vacant since 06/21/2017**
Nursing Home Administration	06/30/2023	**Vacant since 12/12/2018**
At-Large	09/30/2023	**Vacant since 11/06/2019**

Tara May introduced the item.
The Board agreed by consensus on the recommended applicants.

8. Orange County Parks and Recreation Council – Appointments Discussion
The Board discussed appointments to the Orange County Parks and Recreation Council.

BACKGROUND: The Orange County Parks and Recreation Council consults with and advises the Department of Environment, Agriculture, Parks and Recreation, and the Board of County Commissioners on matters affecting parks planning, development and operation; recreation facilities, policies and programs; and public trails and open space.

The Board of County Commissioners appoints all twelve members with representatives from each of the county's townships plus its municipalities.

The following individuals are recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Greg Hughes	At-Large	First Full Term (re-appointment)	03/31/2025
Rebecca Truluck	Hillsborough Township	First Full Term	03/31/2025
Jessie Birckhead	At-Large	First Full Term	03/31/2025

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

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
Chapel Hill Township	03/31/2023	**Vacant since 10/13/2021.**
Hillsborough Town Limits	09/30/2022	**Vacant since 01/18/2022.**

If the individual listed above is appointed, no vacancies remain.

Tara May introduced the item.

Commissioner Richards asked for clarification of current vacancies. She said there are three that say they expire in 2022.

Tara May said that if the three recommended applicants are appointed the remaining vacancies would be for the Chapel Hill Township and the Hillsborough Town Limits. She said there would still be two vacant seats.

The Board agreed by consensus on the recommended applicants.

A motion was made by Commissioner Bedford, seconded by Commissioner Hamilton, to adjourn the meeting at 9:30 p.m.

VOTE: UNANMIOUS

Renee Price, Chair

Laura Jensen
Clerk to the Board

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

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 8-b

SUBJECT: Motor Vehicle Property Tax Releases/Refunds

DEPARTMENT: Tax Administration

ATTACHMENT(S):
Resolution
Releases/Refunds Data Spreadsheet
Reason for Adjustment Summary

INFORMATION CONTACT:
Nancy Freeman, Tax Administrator,
(919) 245-2735

PURPOSE: To consider adoption of a resolution to release motor vehicle property tax values for seven taxpayers with a total of seven bills that will result in a reduction of revenue.

BACKGROUND: North Carolina General Statute (NCGS) 105-381(a)(1) allows a taxpayer to assert a valid defense to the enforcement of the collection of a tax assessed upon his/her property under three sets of circumstances:

(a) "a tax imposed through clerical error", for example when there is an actual error in mathematical calculation;
(b) "an illegal tax", such as when the vehicle should have been billed in another county, an incorrect name was used, or an incorrect rate code (the wrong combination of applicable county, municipal, fire district, etc. tax rates) was used;
(c) "a tax levied for an illegal purpose", which would involve charging a tax which was later deemed to be impermissible under state law.

NCGS 105-381(b), "Action of Governing Body" provides that "Upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the taxing unit shall within 90 days after receipt of such a request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct liability or notify the taxpayer in writing that no release or refund will be made".

For classified motor vehicles, NCGS 105-330.2(b) allows for a full or partial refund when a tax has been paid and a pending appeal for valuation reduction due to excessive mileage, vehicle damage, etc. is decided in the owner's favor.

FINANCIAL IMPACT: Approval of these release/refund requests will result in a net reduction of $2,988.65 to Orange County, the towns, and school and fire districts. Financial impact year to date for FY 2021-2022 is $16,791.68.

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

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

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

- Accept the report reflecting the motor vehicle property tax releases/refunds requested in accordance with the NCGS; and
- Approve the attached release/refund resolution.

NORTH CAROLINA RES-2022-015

ORANGE COUNTY

REFUND/RELEASE RESOLUTION (Approval)

Whereas, North Carolina General Statutes 105-381 and/or 330.2(b) allows for the refund and/or release of taxes when the Board of County Commissioners determines that a taxpayer applying for the release/refund has a valid defense to the tax imposed; and

Whereas, the properties listed in each of the attached "Request for Property Tax Refund/Release" has been taxed and the tax has not been collected: and

Whereas, as to each of the properties listed in the Request for Property Tax Refund/Release, the taxpayer has timely applied in writing for a refund or release of the tax imposed and has presented a valid defense to the tax imposed as indicated on the Request for Property Tax Refund/Release.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY THAT the recommended property tax refund(s) and release(s) are approved.

Upon motion duly made and seconded, the foregoing resolution was passed by the following votes:

Ayes: Commissioners _____

_____

Noes: _____

I, Laura Jensen, Clerk to the Board of Commissioners for the County of Orange, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the Board of Commissioners for said County at a business meeting of said Board held on _____, said record having been made in the Minute Book of the minutes of said Board, and is a true copy of so much of said proceedings of said Board as relates in any way to the passage of the resolution described in said proceedings.

WITNESS my hand and the corporate seal of said County, this _____day of _____, 2022.

_____
Clerk to the Board of Commissioners

BOCC REPORT - REGISTERED MOTOR VEHICLES
APRIL 5, 2022

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL EXPLANATION
Ange, Daniel	58415752	2021	21,600	500	(188.11)	Antique plate (property classification)	
Croop, Derick	16125079	2021	19,050	500	(168.53)	Antique plate (property classification)	
Greene, Troy Allen Jr	65029140	2021	34,490	0	(583.95)	County changed to Chatham (illegal tax)	
Larson, Michael	65053440	2021	27,100	500	(403.17)	Antique plate (property classification)	
Thompson, Sharee	50627048	2019	22,731	0	(409.40)	County changed to Durham (illegal tax)	
Williams, Elizabeth	64967477	2021	13,000	0	(238.79)	County changed to Durham (illegal tax)	
Williams, Nancy	62159249	2021	60,189	0	(996.70)	County changed to Durham (illegal tax)	
					(2,988.65)		

Adjustment Descriptions

Clerical error G.S. 105-381(a)(1)(a): e.g. when there is an actual error in mathematical calculation.

Illegal tax G.S. 105-381(a)(1)(b): e.g. when the vehicle should have been billed in another county, an incorrect name was used, or an incorrect rate code was used.

Tax levied for an illegal purpose G.S. 105-381(a)(1)(c): e.g. charging a tax that was later deemed to be impermissible under State law.

Appraisal appeal G.S. 105-330.2(b): e.g. reduction in value due to excessive mileage or vehicle damage.

**Situs error: An incorrect rate code was used to calculate bill. Value remains constant but bill amount changes due to the change in specific tax rates applied to that physical location.*

Classification GS 105-330-9(b): e.g. Antique automobiles are designated a special class of property under the NC Constitution.

The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.
Approval of the release or refund of the principal tax amount also constitutes approval of the release or
refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.

Military Leave and Earning Statement (LES): Is a document given on a monthly basis to members of the United States military which reports their pay, home of record and service status. The LES is required when applying for exemption from Motor Vehicle Property Taxes. Active duty, non-resident military personnel may be exempt from North Carolina motor vehicle property tax as allowed by United States Code, Title 50, Service members' Civil Relief Act of 1940. (Amended in 2009 by The Military Spouse's Residency Relief Act)

Titles and Brands: Section 1, Chapter 7

NCDMV Title Manual 14th Edition Revised January 2016

Title: Document that records the ownership of vehicles and the liens against them.
Custom-Built: A vehicle that is completely reconstructed or assembled from new or used parts. Will be branded "Specially Constructed Vehicle"
Flood Vehicles: A motor vehicle that has been submerged or practically submerged in water to the extent that damage to the body, engine, transmission or differential has occurred.
Reconstructed Vehicles: A motor vehicle required to be registered that has been materially altered from original construction due to the removal addition or substitution of essential parts.
Salvaged Motor Vehicles: Is a vehicle that has been damaged by collision or other occurrence to the extent that the cost of repairs exceeds 75% of fair market value, whether or not the motor vehicle has been declared a total loss by an insurer. Repairs shall include the cost of parts and labor, or a vehicle for which an insurance company has paid a claim that exceeds 75% of the Fair Market Value. If the salvaged vehicle is six model years old or newer, an Anti-Theft Inspection by the License and Theft Bureau is required.
Salvage Rebuilt Vehicle: A salvaged vehicle that has been rebuilt for title and registration.
Junk Vehicle: A motor vehicle which is incapable of operation or use upon the highways and has no resale value except as scrap or parts. The vehicle shall not be titled.
Antique Vehicle: A motor vehicle manufactured in 1980 and prior
Commercial Trucking (IRP): The International Registration Plan is a registration reciprocity agreement among jurisdictions in the US and Canada which provides for payment of license fee on the basis of fleet miles operated in various jurisdictions.
Total Loss: Repairs were more than the market value of the vehicle and the insurance company is unwilling to pay for the repairs.
Total Loss/Rebuilt: Whatever the repairs were to make the vehicle road worthy after a Total Loss status has been given. Vehicle must be 5 years old or older. Vehicle status then remains as salvaged or rebuilt.
Certificate of Destruction: NC DMV will not register this type of vehicle. It is not fit for North Carolina roads.

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 8-c

SUBJECT: Property Tax Releases/Refunds

DEPARTMENT: Tax Administration

ATTACHMENT(S):
Resolution
Releases/Refunds Data Spreadsheet

INFORMATION CONTACT:
Nancy T. Freeman, Tax Administrator,
(919) 245-2735

PURPOSE: To consider adoption of a resolution to release property tax values for eleven taxpayers with a total of nineteen bills that will result in a reduction of revenue.

BACKGROUND: The Tax Administration Office has received ten taxpayer requests for release or refund of property taxes. North Carolina General Statute 105-381(b), "Action of Governing Body" provides that "upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the Taxing Unit shall within 90 days after receipt of such a request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct liability or notify the taxpayer in writing that no release or refund will be made". North Carolina law allows the Board to approve property tax refunds for the current and four previous fiscal years.

FINANCIAL IMPACT: Approval of this change will result in a net reduction in revenue of $11,118.80 to the County, municipalities, and special districts. The Tax Assessor recognized that refunds could impact the budget and accounted for these in the annual budget projections.

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve the attached resolution approving these property tax release/refund requests in accordance with North Carolina General Statute 105-381.

NORTH CAROLINA RES-2022-016

ORANGE COUNTY

REFUND/RELEASE RESOLUTION (Approval)

Whereas, North Carolina General Statutes 105-381 and/or 330.2(b) allows for the refund and/or release of taxes when the Board of County Commissioners determines that a taxpayer applying for the release/refund has a valid defense to the tax imposed; and

Whereas, the properties listed in each of the attached "Request for Property Tax Refund/Release" has been taxed and the tax has not been collected: and

Whereas, as to each of the properties listed in the Request for Property Tax Refund/Release, the taxpayer has timely applied in writing for a refund or release of the tax imposed and has presented a valid defense to the tax imposed as indicated on the Request for Property Tax Refund/Release.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY THAT the recommended property tax refund(s) and release(s) are approved.

Upon motion duly made and seconded, the foregoing resolution was passed by the following votes:

Ayes: Commissioners _____

_____

Noes: _____

I, Laura Jensen, Clerk to the Board of Commissioners for the County of Orange, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the Board of Commissioners for said County at a business meeting of said Board held on _____, said record having been made in the Minute Book of the minutes of said Board, and is a true copy of so much of said proceedings of said Board as relates in any way to the passage of the resolution described in said proceedings.

WITNESS my hand and the corporate seal of said County, this _____day of _____, 2022.

_____
Clerk to the Board of Commissioners

Clerical error G.S. 105-381(a)(1)(a)
Illegal tax G.S. 105-381(a)(1)(b)
Appraisal appeal G.S. 105-330.2(b)

BOCC REPORT - REAL/PERSONAL
APRIL 5, 2022

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL INFORMATION
Celedon, Martin	1053673	2014	12,357	0	(118.36)	Assessed in error (illegal tax)	Double billed. Also on account 1005528
Celedon, Martin	1053673	2015	12,357	0	(118.36)	Assessed in error (illegal tax)	Double billed. Also on account 1005528
Celedon, Martin	1053673	2016	12,357	0	(118.36)	Assessed in error (illegal tax)	Double billed. Also on account 1005528
Celedon, Martin	1053673	2017	10,800	0	(99.84)	Assessed in error (illegal tax)	Double billed. Also on account 1005528
Celedon, Martin	1053673	2018	10,800	0	(102.29)	Assessed in error (illegal tax)	Double billed. Also on account 1005528
Celedon, Martin	1053673	2019	10,800	0	(104.18)	Assessed in error (illegal tax)	Double billed. Also on account 1005528
Celedon, Martin	1053673	2020	10,800	0	(104.18)	Assessed in error (illegal tax)	Double billed. Also on account 1005528
Celedon, Martin	1053673	2021	9,100	0	(82.67)	Assessed in error (illegal tax)	Double billed. Also on account 1005528
Colon, Andrews Nelson Jr.	3197194	2021	3,170	0	(340.33)	Assessed in error (illegal tax)	Gap Bill: vehicle registered in Missouri during gap period
Forest Ridge Master Homeowners Association Inc.	1055084	2021	331,400	2	(4,658.46)	Incorrect value (clerical error)	Property owned by HOA
Goloboy, Margaret Lee	3189699	2020	22,200	0	(746.33)	Assessed in error (illegal tax)	Gap Bill: vehicle registered in California during gap period
Hilliard, Nathan	3199113	2021	6,500	0	(287.02)	Assessed in error (illegal tax)	Not owner during gap period, vehicle sold September 2016 & re-purchased January 2022
Mbaga, Joyce	3193338	2020	6,580	0	(256.61)	Assessed in error (illegal tax)	Gap Bill: vehicle registered in California during the gap period
Miller, George	3196411	2021	12,380	12,380	(290.02)	Assessed in error (illegal tax)	Gap Bill: vehicle registered in Texas for 20 of the 23 months of gap period
Village at Lake Michael Townhome Associaton Inc.	1062165	2021	212,600	2	(2,739.75)	Incorrect value (clerical error)	Property owned by HOA
Wilson, Alyson	3193185	2020	8,100	0	(169.31)	Assessed in error (illegal tax)	Gap Bill: vehicle registered in Florida during gap period
Wilson, Alyson	3193100	2020	13,050	0	(220.32)	Assessed in error (illegal tax)	Gap Bill: vehicle registered in Florida during gap period
Wilson, Matthew	3193335	2020	18,440	0	(385.42)	Assessed in error (illegal tax)	Gap Bill: vehicle registered in Florida during gap period
Zwierzynski, Jason Scott	3198595	2021	5,190	5190	(176.99)	Assessed in error (illegal tax)	Gap Bill: vehicle registered in Virginia 27 of the 29 months of gap period
				Total	**(11,118.80)**		

Gap Bill: A property tax bill that covers the months between the expiration of a vehicle's registration and the renewal of that registration or the issuance of a new registration.

The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.
Approval of the release or refund of the principal tax amount also constitutes approval of the release or
refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 8-d

SUBJECT: Advisory Boards and Commissions - Appointments

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):
No Attachments

INFORMATION CONTACT:
Clerk's Office, 919-245-2130

PURPOSE: To approve the Advisory Boards and Commissions appointments as reviewed and discussed during the March 10, 2022 Work Session.

BACKGROUND: The following appointments are for Board approval:

- **Affordable Housing Advisory Board**

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Ehmu Ra Ho	At-Large	Partial Term	06/30/2022
Anjail Taylor	At-Large	Partial Term	06/30/2023
Hasan Abdullah	At-Large	First Full Term	06/30/2024

- **Arts Commission**

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Mark Bettger	At-Large	Partial Term	03/31/2023

- **Commission for the Environment**

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Taylor Oakley	At-Large	Partial Term	12/31/2022
Ian Morse	At-Large	Partial Term	12/31/2023

- **Economic Development Advisory Board**

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Elise Tyler	Tourism	First Full Term	06/30/2024
Hasan Abdullah	Core Business Community	Partial Term	06/30/2022

- **Nursing Home Community Advisory Committee**

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Jacqulyn Podger	At-Large	First Full Term (re-appointment)	03/31/2025
Martha Bell	At-Large	One-year extension	01/31/2023

- **Orange County Parks and Recreation Council**

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Greg Hughes	At-Large	First Full Term (re-appointment)	03/31/2025
Rebecca Truluck	Hillsborough Township	First Full Term	03/31/2025
Jessie Birckhead	At-Large	First Full Term	03/31/2025

- **Orange County Planning Board**

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Statler Gilfillen	Eno Township	First Full Term	03/31/2025
Elizabeth Bronson	At-Large	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 appointments as reviewed and discussed during the March 10, 2022 Work Session.

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 8-e

SUBJECT: Amendment to the Advisory Board Policy

DEPARTMENT: County Attorney/Clerk

ATTACHMENT(S):

Section V Recommended Changes

INFORMATION CONTACT:
John Roberts, County Attorney,
919-245-2318

PURPOSE: To consider one substantive deletion from the Advisory Board Policy.

BACKGROUND: The general Advisory Board Policy is a document that was created in 2012 after multiple meetings with two UNC School of Government consultants. Each term in the original policy originated from either the consultants or members of the Board of Commissioners ("Board"). During a recent review of the policy, one sentence stood out as problematic. The current language of this sentence is "Except for the Chair no member of the advisory board shall make any written or oral statement of any confidential matter to any individual, business, or agency." That language essentially authorizes the Chair of an advisory board to reveal confidential information to outside parties.

There is no indication in the 2012 Board minutes why this language was added or by whom, but it may have originated as something perceived to be needed for economic development purposes. However, economic development advisory board members do not meet with business prospects. It is recommended this language be amended to delete the beginning of the sentence "Except for the Chair" and to clarify the remainder of the subsection that this prohibition applies to confidential County matters. The clarification would allow for discussions of confidential matters related to official county investigations such as personnel investigations.

The only other clarification at this time is to delete the original subsection 1 as being repetitive. The same language related to the Chair serving as spokesperson for the advisory board is already found in Section IV.

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

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 the advisory board policy.

Section V.

C. Confidentiality

~~1. The Chair shall serve as the spokesperson for the advisory board.~~

~~2.~~1. ~~Except for the Chair, n~~No member of the advisory board shall make any written or oral statement of any confidential county matter to any individual, business, or agency. A violation of this section will result in that member's immediate removal from the advisory board. This prohibition does not apply to communications with county staff, officials, or their agents conducting official county investigations.

~~3.~~2. Members of the advisory board may receive information regarding personnel matters and other information of a sensitive or confidential nature. It shall be the duty and responsibility of each member to respect and maintain the confidentiality of client issues presented before the board. Neither the advisory board nor any individual member shall disseminate confidential information received during advisory board meetings.

~~4.~~3. Advisory board members may be required to sign confidentiality statements as necessary and will be removed from the advisory board upon violation of the confidentiality agreement.

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 8-f

SUBJECT: Request for Road Additions to the State Maintained Secondary Road System for Bridgeton Place and Forest Creek Road in the Creek Wood Subdivision

DEPARTMENT: Planning and Inspections

ATTACHMENT(S):	**INFORMATION CONTACT:**
1. Maps	Tom Ten Eyck, 919-245-2567
2. Subdivision Final Plat	Tom Altieri, 919-245-2579
3. NCDOT Petition Information	

PURPOSE: To make a recommendation to the North Carolina Department of Transportation (NCDOT), and the North Carolina Board of Transportation (NC BOT), concerning a petition to add Bridgeton Place and Forest Creek Road in the Creek Wood Subdivision to the State Maintained Secondary Road System.

BACKGROUND: This request includes a petition for two (2) road additions to the State Maintained Secondary Road System. The road length and width are as follows:

Road Name	Length in Miles	Number of Frontage Lots with Houses	Pavement/Right-of-way Widths in Feet
Bridgeton Place	0.10	4	20/60
Forest Creek Road	0.06	4	20/60
Total	**0.16**	**8**	**20/60**

The Creek Wood Subdivision is located in a Rural Buffer (RB) zone, north of Whitfield Road (State Road 1731) and west of Turkey Farm Road (State Road 1730) (*Attachment 1*). The single-family residential subdivision is located within Orange County's planning jurisdiction and was developed and approved subject to the County's zoning and subdivision regulations. There is no known subdivision violation associated with the subdivision.

The Creek Wood Subdivision was originally recorded on September 24, 1999 (Book 84/Page 64) (*Attachment 2*). Bridgeton Place and Forest Creek Road were designed to public road standards but have been private roads in the interim. The streets were intended to become public roads when conditions met NCDOT maintenance responsibility and ownership criteria.

Bridgeton Place has a length of 0.10 miles and provides access for four fully-developed lots. The road has a right-of-way width of 60 feet and a pavement width of 20 feet. The road serves as the connection between these lots and the main thoroughfare, Creek Wood Drive, which connects on the north end of the subdivision to Turkey Farm Road and on the south end of the subdivision to Whitfield Road.

Forest Creek Road has a length of 0.06 miles and connects with Creek Wood Drive on the north end of the subdivision, a few hundred feet west of the intersection of Creek Wood Drive and Turkey Farm Road. Forest Creek Road provides access for four fully-developed lots. It has a right-of-way width of 60 feet and a pavement width of 20 feet.

NCDOT has investigated this request and has submitted a petition to the Board of County Commissioners (BOCC) for its recommendation (*Attachment 3*). North Carolina General Statute §136-62 requires that road petitions for additions to the state system be made by the Board of County Commissioners (BOCC).

Conclusion: The above-referenced application meets the criteria endorsed by the BOCC for recommending acceptance of public roads into the State Maintained System for roads approved through the governing jurisdiction's subdivision process (NCDOT Subdivision Roads Minimum Construction Standards, January 2010, revised July 2020).

FINANCIAL IMPACT: There is no direct financial impact to the County associated with this item. NCDOT will incur additional maintenance responsibilities and costs.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goal is associated with this item:

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

The addition of County private residential streets to the State Maintained Secondary Road System results in positive outcomes related to the aforementioned goal.

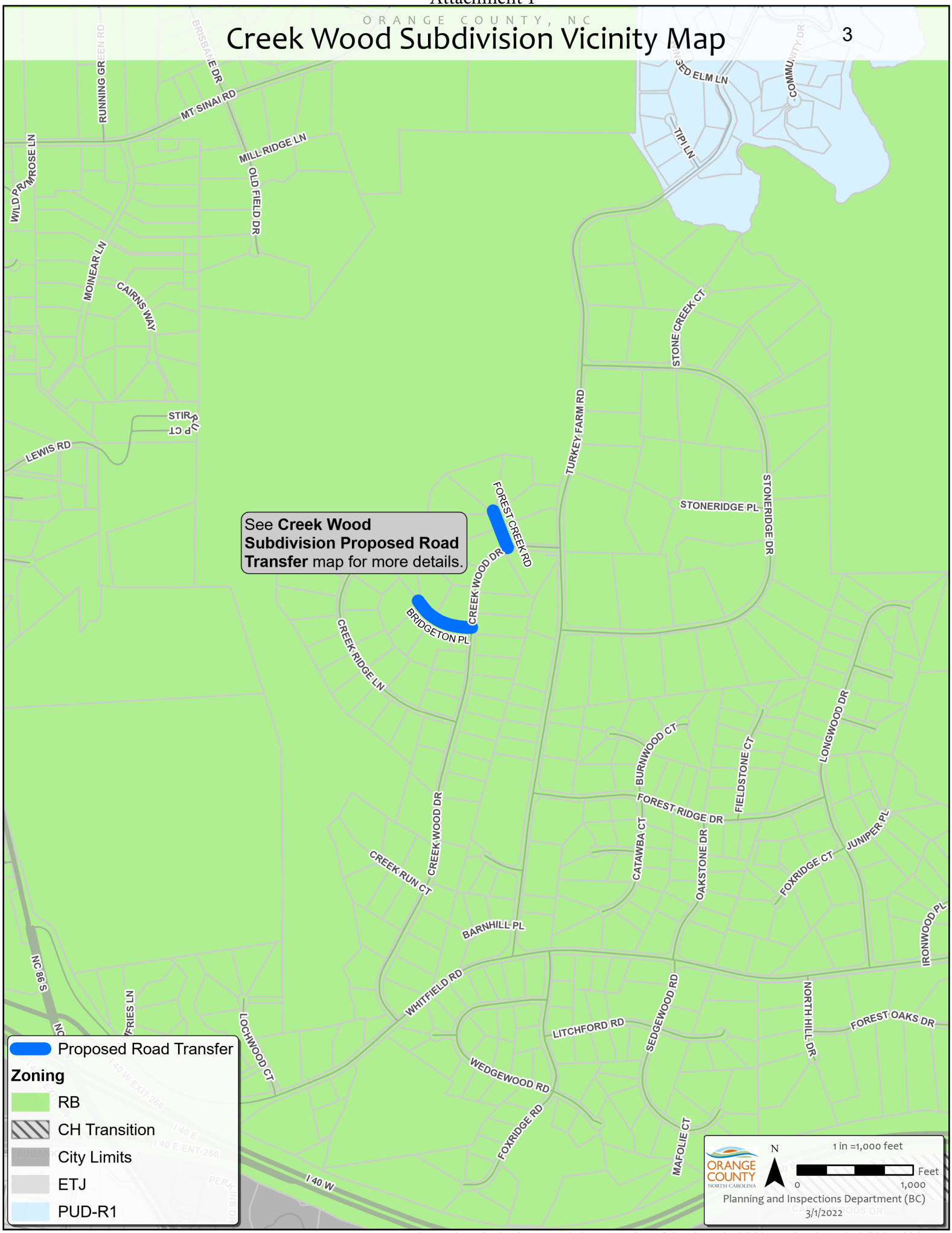
ENVIRONMENTAL IMPACT: There are no Orange County Environmental Responsibility Goal impacts applicable to this item:

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

1. Forward the Petition for Addition to the State Maintained System to the NCDOT for Bridgeton Place and Forest Creek Road in the Creek Wood Subdivision; and
2. Recommend the Department of Transportation accept the roads for maintenance as State Secondary Roads.

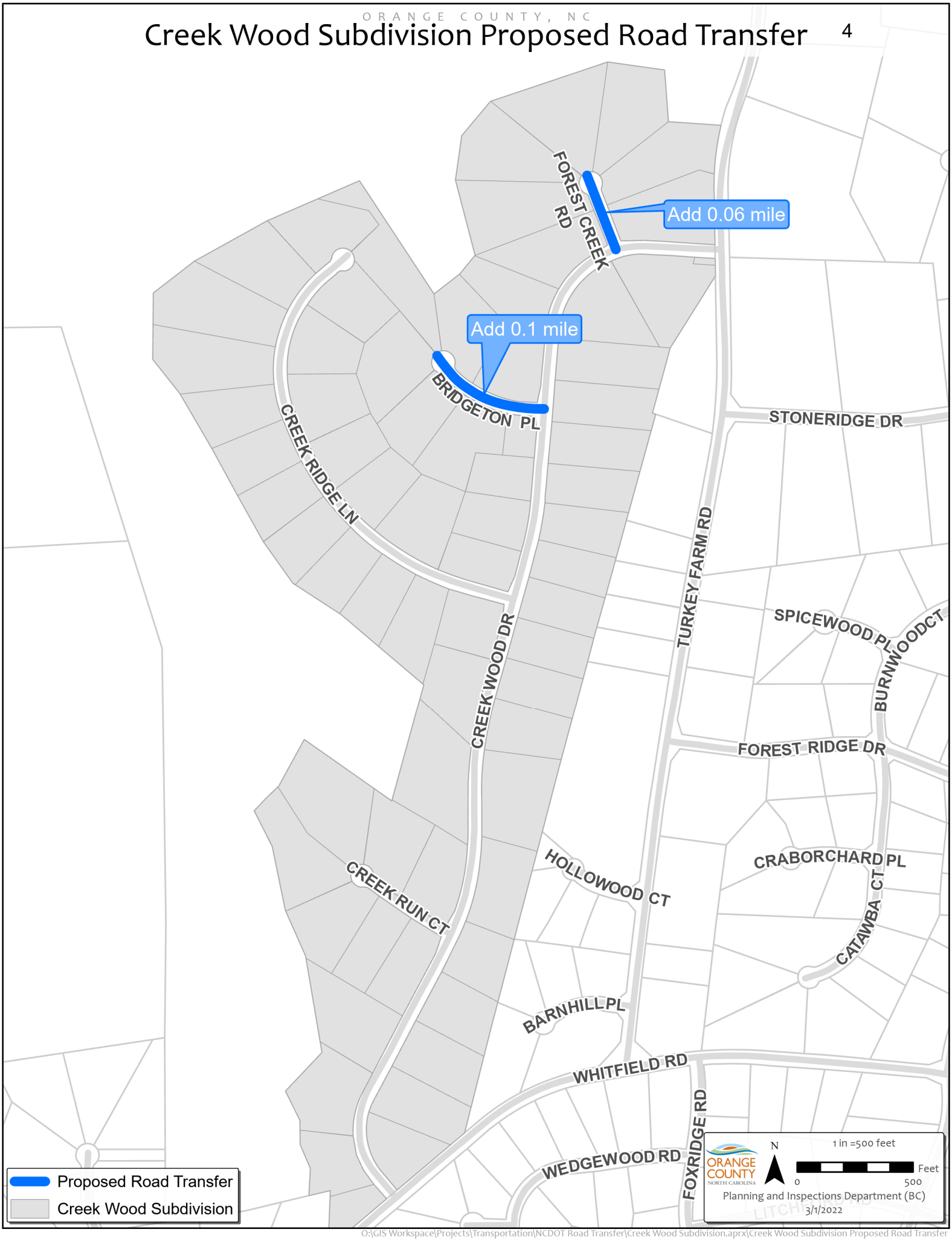
ORANGE COUNTY, NC

Creek Wood Subdivision Vicinity Map

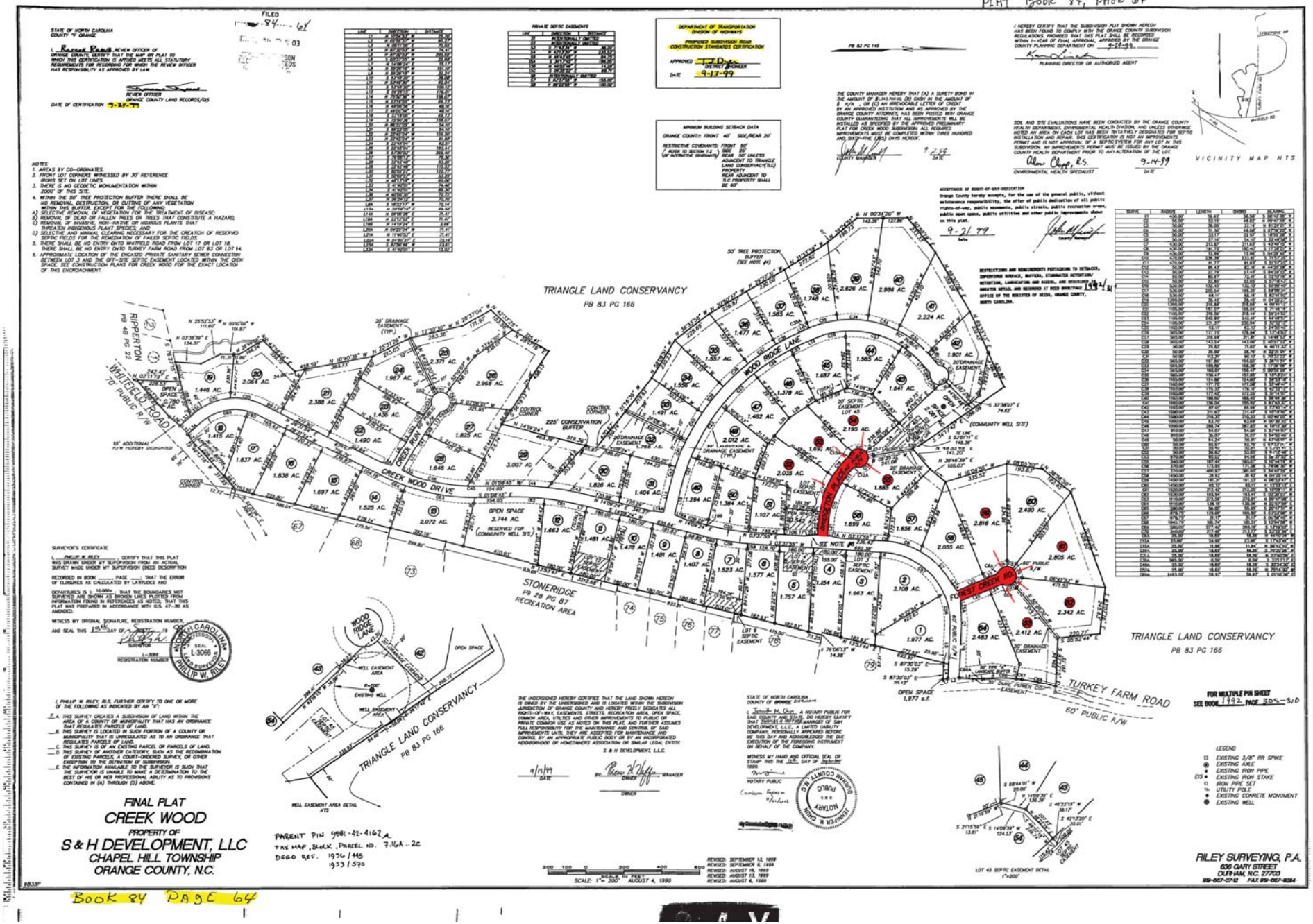


ORANGE COUNTY, NC

Creek Wood Subdivision Proposed Road Transfer



Attachment 2



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

February 14, 2022

ORANGE COUNTY

Ms. Bonnie Hammersley
County Manager
Orange County
P.O. Box 8181
Hillsborough, North Carolina 27278

SUBJECT: Request for Road Addition
Bridgeton Place (0.10 mile)
Forest Creek Road (0.06 mile)
Creek Wood Subdivision

Dear Ms. Hammersley,

Please find attached, Form SR-4 Secondary Road Addition Investigation Reports, Form SR-1 Petition for Road Addition, recorded plat, and a location map for the above subject.

This is being forwarded to you for consideration by your Board of Commissioners.

Sincerely,

C.N. Edwards, Jr., P.E.
District Engineer

Attachments
CNE/jlh

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 7, DISTRICT 1
PO BOX 766
GRAHAM, NC 27253-0766

Telephone: (336) 570-6833
Fax: (336) 570-6876
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
115 EAST CRESCENT SQUARE DRIVE
GRAHAM, NC 27253

North Carolina Department of Transportation
Division of Highways
Petition for Road Addition

ROADWAY INFORMATION: (Please Print/Type)

County: Orange Road Name: Bridgeton Place
(Please list additional street names and lengths on the back of this form.)
see back

Subdivision Name: Creek Wood Length (miles): .1

Number of occupied homes having street frontage: 4 Located (miles): .1

miles N [X] S [ ] E [ ] W [ ] (Check one) of the intersection of Route 2281 (SR) NC, US) and Route 2283 (SR) NC, US).

We, the undersigned, being property owners and/or developers of Creek Wood in Orange County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: Ed Bedford Community Manager Phone Number: 919-403-1400 x 1201

Street Address:

Mailing Address: c/o CAS, 5915 Farrington Rd Ste 104, Chapel Hill NC 27517

PROPERTY OWNERS

Name	Mailing Address	Telephone
Steven + Christiana Kurtz,	2701 Bridgeton Pl, Chapel Hill NC 27514	919-967-8890
Pamela Bates + David Smith,	2704 Bridgeton Pl, Chapel Hill NC 27514	919-969-0044
DB Real Property Trust,	2705 Bridgeton Pl, Chapel Hill NC 27514	919-370-7686
John Richard Parrish,	2709 Bridgeton Pl, Chapel Hill NC 27514	
1700 Forest Creek Lynne + Scott Albert,	110 Dairy Ct, Chapel Hill NC 27516	919-969-9949
Robert Roth + Patricia Feeney,	2704 Forest Creek Rd, Chapel Hill NC 27514	
Michael + Kathryn Kasten,	2707 Forest Creek Rd, Chapel Hill NC 27514	901-438-1249
Alice Armstrong + Rob Carter,	2708 Forest Creek Rd, Chapel Hill NC 27514	919-967-0088

Also Forest Creek Road length .1 miles
4 occupied homes with road frontage
.3 miles North of SR 2281 + SR 2283
intersection

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

☐ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☐ Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-or-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

ROAD NAME	HOMES	LENGTH	ROAD NAME	HOMES	LENGTH
Bridgeton Place	4	.1			
Forest Creek Road	4	.1			

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

DATE: February 10, 2022

TO: Chuck Edwards, Jr., PE, District Engineer

FROM: Sandy Taylor, Real Property Agent II

SUBJECT: Addition to the System: Bridgeton Place
Creek Wood Subdivision, Orange County

I have examined the plat of the Orange County Registry, furnished by your office. Based on my examination of the plat, it appears the right of way for **Bridgeton Place, Creek Wood Subdivision,** is as follows, as well as utility easements and sight distances, as shown on the plat, if any.

Bridgeton Place 60 ft.
(Plat Book 84, Page 64)

If you require any additional information, please feel free to contact me.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY UNIT
P.O. BOX 14996
GREENSBORO, NC 27415-4996

Telephone: 336-334-3515
Fax: 336-334-5331
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
1101 EAST WENDOVER AVENUE
SUITE 200
GREENSBORO, NC 27405

North Carolina Department of Transportation
Division of Highways
Secondary Road Addition Investigation Report

County: Orange | Co. File No: O-02-13 | Date: 2/2/22

Township: Chapel Hill | Div. File No: | Div. No: 7

Local Name: Bridgeton Place | Subdivision Name: Creek Wood Subdivision

Length: 0.10 mile | Width: 20' | Surface Type: SF9.5A | PVMT Condition: Good

Surface Thickness: 2" | Base Type: ABC | Base Thickness: 8"

*Bridges Yes____ No_✓_ | * Pipe > 48" Yes____ No_✓_ | *Retaining Walls Within Right of Way Yes____ No_✓_

*** If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? Yes

Recording Date: 9/24/99 | Book: 84 | Page: 64

Number of homes having entrances into road: 4

Other uses having entrances into road:

Right-of-Way Width: 60' | If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? Yes

Is the County Commissioners Approval (SR-2) attached? Yes | If not, why not?

Is a map attached indicating information for reference in locating road by the Planning Department? Yes

Cost to place in acceptable maintenance condition: Total Cost: $

Grade, drain, stabilize: $ | Drainage: $ | Other: $

Remarks and Recommendations: Meets Requirements. Recommend Addition

Submitted by: _____ (DISTRICT ENGINEER) | Reviewed and Approved: _____ (DIVISION ENGINEER)

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: _____

	Do not write in this space- For Use by Secondary Roads Unit Petition #

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

DATE: February 10, 2022

TO: Chuck Edwards, Jr., PE, District Engineer

FROM: Sandy Taylor, Real Property Agent II

SUBJECT: Addition to the System: Forest Creek Road
Creek Wood Subdivision, Orange County

I have examined the plat of the Orange County Registry, furnished by your office. Based on my examination of the plat, it appears the right of way for **Forest Creek Road, Creek Wood Subdivision,** is as follows, as well as utility easements and sight distances, as shown on the plat, if any.

Forest Creek Road (Plat Book 84, Page 64)	60 ft.

If you require any additional information, please feel free to contact me.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY UNIT
P.O. BOX 14996
GREENSBORO, NC 27415-4996

Telephone: 336-334-3515
Fax: 336-334-5331
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
1101 EAST WENDOVER AVENUE
SUITE 200
GREENSBORO, NC 27405

North Carolina Department of Transportation
Division of Highways
Secondary Road Addition Investigation Report

County: Orange | Co. File No: O-02-13 | Date: 2/2/22

Township: Chapel Hill | Div. File No: | Div. No: 7

Local Name: Forest Creek Road | Subdivision Name: Creek Wood Subdivision

Length: 0.06 mile | Width: 20' | Surface Type: SF9.5A | PVMT Condition: Good

Surface Thickness: 2" | Base Type: ABC | Base Thickness: 8"

*Bridges Yes____ No_✓_ | * Pipe > 48" Yes____ No_✓_ | *Retaining Walls Within Right of Way Yes____ No_✓_

*** If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? Yes

Recording Date: 9/24/99 | Book: 84 | Page: 64

Number of homes having entrances into road: 4

Other uses having entrances into road:

Right-of-Way Width: 60' | If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? Yes

Is the County Commissioners Approval (SR-2) attached? Yes | If not, why not?

Is a map attached indicating information for reference in locating road by the Planning Department? Yes

Cost to place in acceptable maintenance condition: Total Cost: $

Grade, drain, stabilize: $ | Drainage: $ | Other: $

Remarks and Recommendations: Meets Requirements. Recommend Addition

Submitted by: _____ Reviewed and Approved: _____

DISTRICT ENGINEER | DIVISION ENGINEER

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: _____

	Do not write in this space- For Use by Secondary Roads Unit Petition #

ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 8-g

SUBJECT: Major Subdivision Preliminary Plat Revision – The Lodges at Chapel Hill

DEPARTMENT: Planning and Inspections

ATTACHMENT(S):

1. Application Package
2. Vicinity Map
3. 2010 Resolution of Approval (RES-2010-028) and Various Development Approvals Issued to Date
4. Resolution of Approval for Class A Private Road
5. Town of Carrboro Courtesy Review Comments

INFORMATION CONTACT:

Perdita Holtz, Planner III, 919-245-2578

PURPOSE: To consider a revision to a previously-approved major subdivision Preliminary Plat for "The Lodges at Chapel Hill".

BACKGROUND: Orange County received an application (Attachment 1) to revise a Preliminary Plat for The Lodges at Chapel Hill major subdivision. The vicinity map in Attachment 2 depicts the location of the two parcels that currently comprise the subdivision. The Preliminary Plat for the subdivision was approved by the BOCC in 2010. The subdivision consists of 12 lots on 43.87 acres. Several extensions have been issued as the property owner worked through all of the various required development approvals (see Attachment 3).

As stated in the application, the North Carolina Department of Transportation (NCDOT) informed the applicant in September 2021 that the approved public road would not be accepted for maintenance by the NCDOT because the number of housing units per mile of road was too low. Instead, NCDOT issued a driveway permit for the subdivision in October 2021 (included in Attachment 3). The necessary length of the road due to the "flag lot" configuration of the two parcels that comprise the overall subdivision is a primary reason the NCDOT density calculation was too low.

Sections 2.15.3(F)(4) and 2.15.3(G)(2)(d) of the Unified Development Ordinance (UDO) requires that a change in the roadway classification be reviewed and approved through the prescribed Preliminary Plat process. The current application to revise the Preliminary Plat for the subdivision is to change the formerly approved public road to a Class A private road. The applicant proposes to construct the road to the same standards as a public road, but maintenance responsibility will be borne by the Homeowners Association. The proposed Road Maintenance Agreement is included in the materials in Attachment 1.

As an aside, in 2017 the UDO was amended to allow certain subdivisions of 12 or fewer lots to be processed as minor subdivisions and a Class A private road would be required under current regulations (dedication of a public road would not even be allowed through a minor subdivision process). This information is provided to note that a 12-lot subdivision with a Class A private road is allowable in Orange County. However, the minor subdivision process is not being used in this instance because the preliminary plat for The Lodges at Chapel Hill was previously approved as a major subdivision.

Development Advisory Committee (DAC) Review: The DAC reviewed this application at its February 17, 2022 meeting and had no comments on changing the road from public to private since it will be constructed as originally proposed.

JPA Review: In accordance with the Joint Planning Area Agreement, this project was sent to the Town of Carrboro for review and comment on February 18, 2022. Town staff did not have comments on changing the road designation from public to private (see Attachment 5).

Analysis: As required under Section 2.15.2 (E) of the UDO, the Planning Director is required to '*prepare and submit a recommendation'* on the concept plan to the Planning Board for consideration. In analyzing this request, the Planning Director offers the following:

1. The application has been deemed complete in accordance with the requirements of Section 2.2 and 2.15.2 of the UDO.
2. Staff has determined that the proposed private road meets the requirements set forth in Sections 7.8.4 and 7.8.5 of the Unified Development Ordinance.
3. The proposal appears consistent with the various goals outlined within the Comprehensive Plan concerning development, including:
    a. Land Use Overarching Goal: *Coordination of the amount, location, pattern, and designation of future land uses, with availability of County services and facilities sufficient to meet the needs of Orange County's population and economy consistent with other Comprehensive Plan element goals and objectives.*
    b. Land Use Goal 2: *Land uses that are appropriate to on-site environmental conditions and features and that protect natural resources, cultural resources, and community character.*
    c. Land Use Goal 3: *A variety of land uses that are coordinated within a program and pattern that limits sprawl, preserves community and rural character, minimizes land use conflicts, supported by an efficient and balanced transportation system.*
4. Staff has determined that the proposed subdivision is consistent with the provisions and goals of the Joint Planning Land Use Plan and Joint Planning Agreement.

Planning Director's Recommendation: The Planning Director recommends **approval** of the revised preliminary plat and the Resolution of Approval contained in Attachment 4.

Planning Board Review and Recommendation: The Planning Board reviewed this application at its March 2, 2022 meeting and **unanimously** voted to **recommend approval** of application. The Planning Board agenda packet is available at:
https://www.orangecountync.gov/AgendaCenter/ViewFile/Agenda/_03022022-1473

FINANCIAL IMPACT: Staff has determined there is no financial impact to County budgetary outlays if the road is changed from a public road to a private road.

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

- **GOAL: ESTABLISH SUSTAINABLE AND EQUITABLE LAND-USE AND ENVIRONMENTAL POLICIES**
  The fair treatment and meaningful involvement of people of all races, cultures, incomes and educational levels with respect to the development and enforcement of environmental laws, regulations, policies, and decisions. Fair treatment means that no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.

ENVIRONMENTAL IMPACT: There is no Orange County Environmental Responsibility Goal applicable to this item:

RECOMMENDATION(S): The Manager recommends the Board:

1. Receive the application to revise the Preliminary Plat for The Lodges at Chapel Hill subdivision,
2. Approve the Resolution of Approval, as contained in Attachment 4.

ORANGE COUNTY NORTH CAROLINA

Orange County Planning & Inspections Department

131 W. Margaret Lane, Suite 200, Hillsborough, NC 27278 • 919-245-2575

Major Subdivision – Preliminary Plat Application

If completing by hand, please use **black** or **blue** ink.

Date: 12-7-2021

CONTACT

Property Owner(s): Broyhill Wiles Building and Developing Inc

Mailing Address: 3808 Dunsinane Drive

Durham, NC 27707

Phone: 919-306-9959

E-mail: kentbwiles@gmail.com

Applicant (if different than property owner):

Mailing Address:

Phone:

E-mail:

PROPERTY INFORMATION

Parcel ID Number (PIN): 9777029266 and 9777110563

Existing Structures? Yes ☐ No ☑

Location (Road Name): Lodge Trail

If yes, please list existing structures below:

Total Acreage: 43.87

Zoning District:

Watershed: University Lake

Streams on lot? Yes ☑ No ☐

Floodplain on lot? Yes ☐ No ☑

SUBDIVISION INFORMATION

Proposed Number of Lots: 12

Water Supply: Well ☐ Public ☑ Community ☐

New private road proposed? Yes ☑ No ☐

Wastewater: Septic ☐ Public ☑ Community ☐

If existing road, how many lots are using it?

Public road proposed? Yes ☐ No ☑

TURN PAPER OVER

⇨

OTHER SUBMITTAL REQUIREMENTS
In addition to this application, please submit the following:

- A sketch vicinity map showing the location of the subdivision in relation to the existing street or highway system, which can also be a GIS Map showing the surrounding area;
- A scaled copy of the Orange County GIS Map showing Contour Lines, Soils, Water Features, and any known easements;
- 25 Physical copies and 1 electronic copy of the Preliminary Plat, completed by a registered land surveyor, drawn to scale containing the information required in Section 7.13.2 *Major Subdivisions* of the UDO (attached)
- Application review fee per the adopted Orange County Planning Fee Schedule.

NOTE ON SUBDIVIDING FARM PROPERTIES

If the property to be subdivided is currently under farm use value taxation, please contact the Orange County Tax Office at 919-245-2100. Subdivision of the property may require payment of deferred taxes under farm use value taxation.

I certify that to the best of my knowledge the information contained above, and in the supporting documents, is a factual representation of the proposed development.

I acknowledge that by signing this application, the Orange County Planning and Inspections Department is authorized, pursuant to N.C. Gen. Stat. Section 153a-360, to make as many inspections of the subject property as may be necessary to verify that the proposed work outlined herein is consistent with the provisions of all applicable State and local laws, ordinances, and regulations.

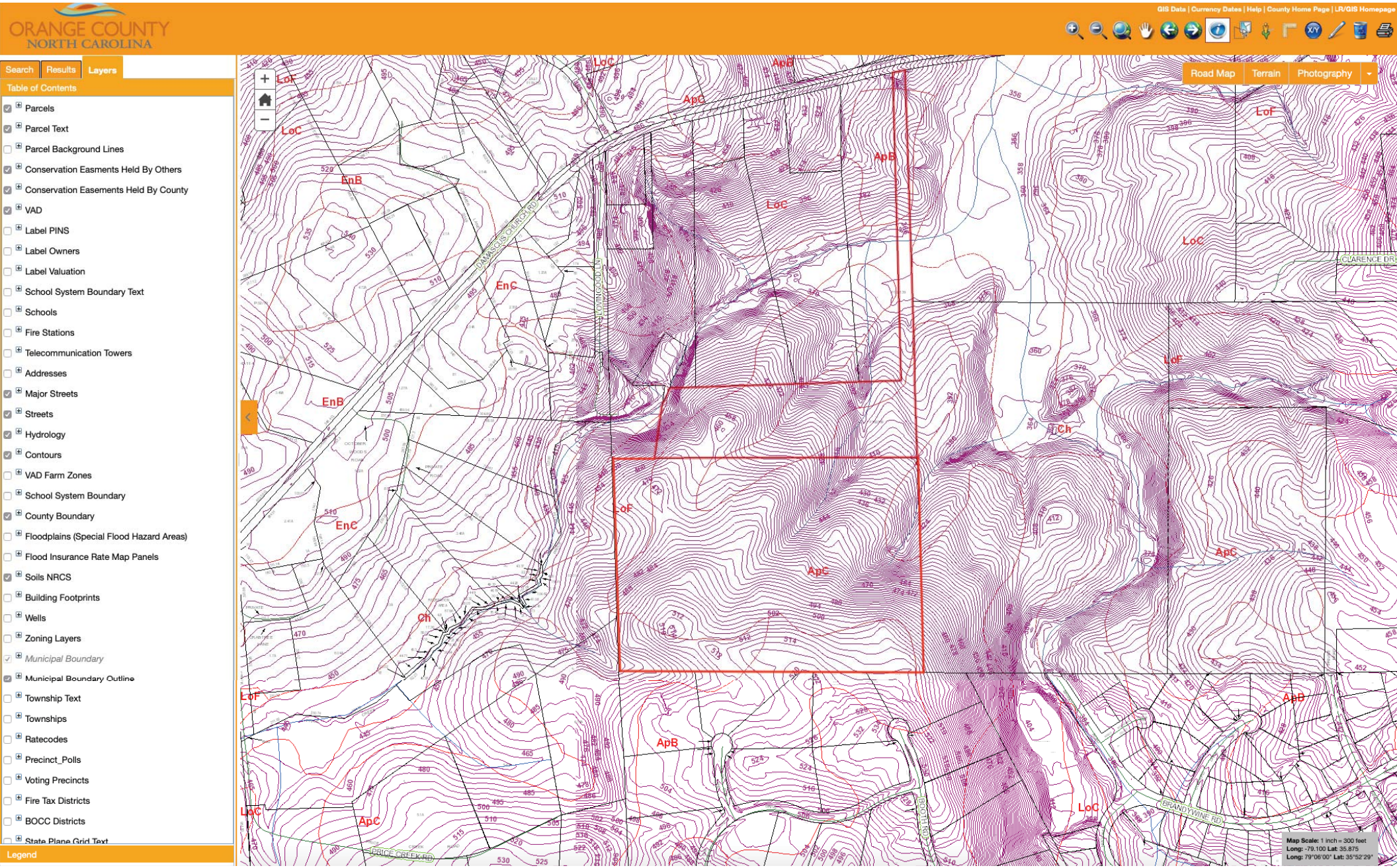
By signing this application, I acknowledge and agree that inspectors, zoning officers, erosion control officers, and other staff of the Orange County Planning & Inspections Department have a right, upon presentation of proper credentials, to access the subject property at a reasonable hour for the purposes of inspection or other enforcement action.

President Broyhill Wiles Building and Developing Inc	
OWNER SIGNATURE(S)	**APPLICANT SIGNATURE (IF DIFFERENT FROM OWNER)**
12-7-2021	
DATE	**DATE**

FOR OFFICE USE ONLY

RECEIVED: **Date** _____ **By** _____

FEES PAID: **Date** _____ **Amount** _____ **Receipt #** _____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Parcel Background Lines
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Conservation Easements Held By County
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Label Owners
Label Valuation
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Schools
Fire Stations
Telecommunication Towers
Addresses
Major Streets
Streets
Hydrology
Contours
VAD Farm Zones
School System Boundary
County Boundary
Floodplains (Special Flood Hazard Areas)
Flood Insurance Rate Map Panels
Soils NRCS
Building Footprints
Wells
Zoning Layers
Municipal Boundary
Municipal Boundary Outline
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Voting Precincts
Fire Tax Districts
BOCC Districts
State Plane Grid Text
Legend
Road Map
Terrain
Photography
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CLARENCE DR
BRANDYWINE RD
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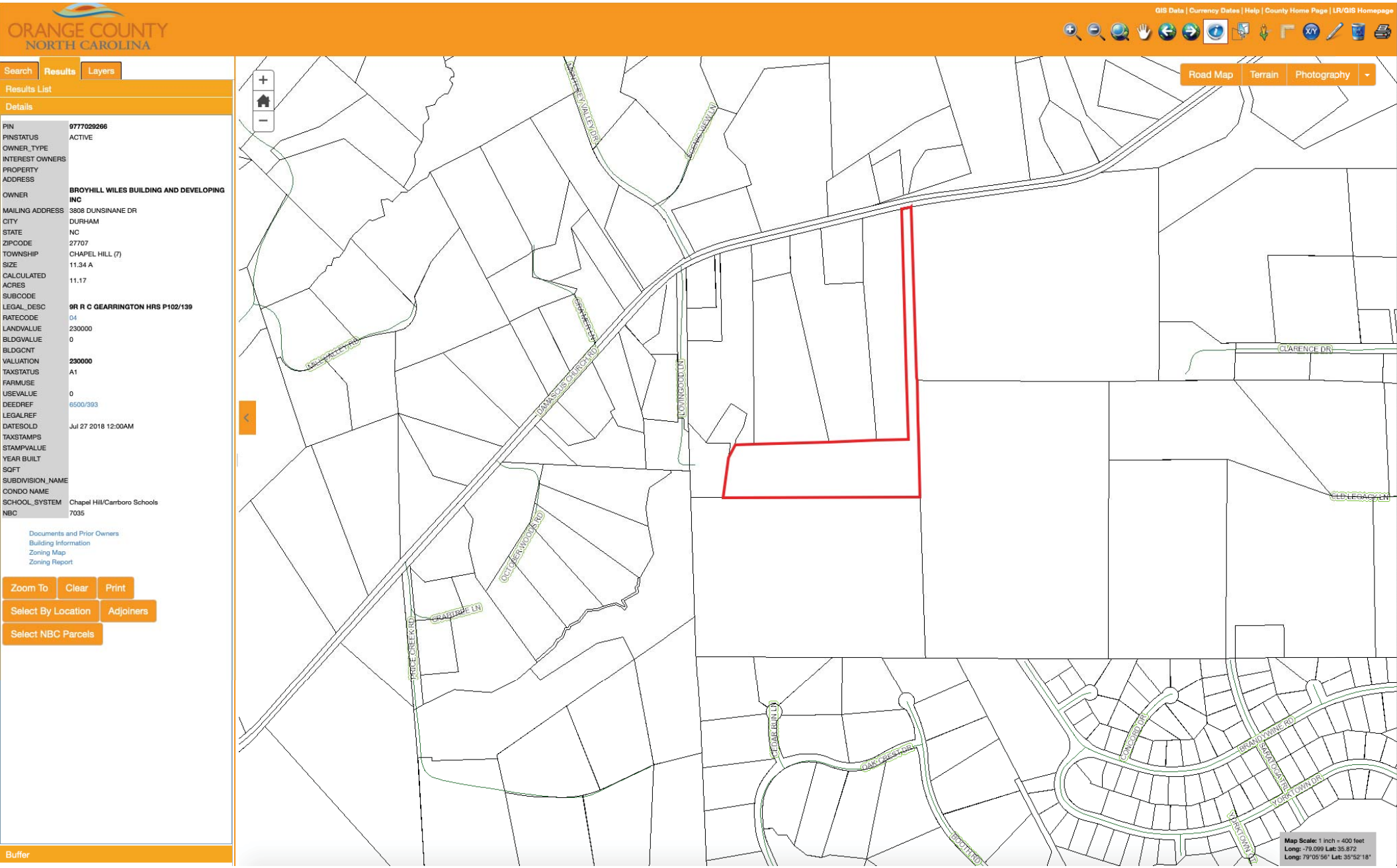
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OWNER_TYPE
INTEREST OWNERS
PROPERTY ADDRESS
OWNER BROYHILL WILES BUILDING AND DEVELOPING INC
MAILING ADDRESS 3808 DUNSINANE DR
CITY DURHAM
STATE NC
ZIPCODE 27707
TOWNSHIP CHAPEL HILL (7)
SIZE 11.34 A
CALCULATED ACRES 11.17
SUBCODE
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BLDGVALUE 0
BLDGCNT
VALUATION 230000
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LEGALREF
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STAMPVALUE
YEAR BUILT
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SUBDIVISION_NAME
CONDO NAME
SCHOOL_SYSTEM Chapel Hill/Carrboro Schools
NBC 7035
Documents and Prior Owners
Building Information
Zoning Map
Zoning Report
Zoom To
Clear
Print
Select By Location
Adjoiners
Select NBC Parcels
Buffer
Road Map
Terrain
Photography
DAMASCUS CHURCH RD
CLARENCE DR
OLD LEGACY LN
LOVINGWOOD LN
CRABTREE LN
PRICE CREEK RD
CEDAR RUN LN
YORK RESTOR
CONCORD DR
BRANDYWINE RD
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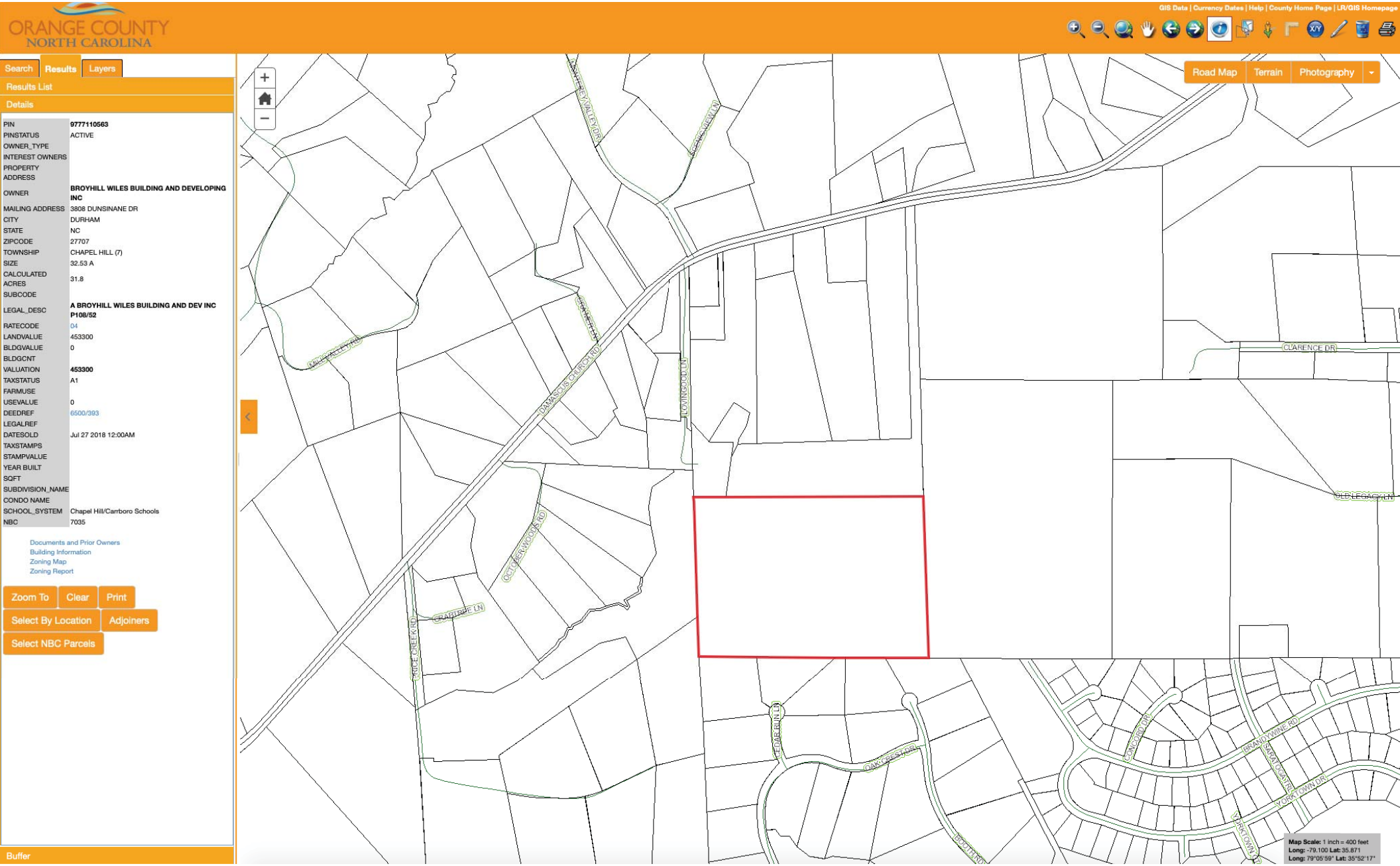
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PROPERTY ADDRESS
OWNER BROYHILL WILES BUILDING AND DEVELOPING INC
MAILING ADDRESS 3808 DUNSINANE DR
CITY DURHAM
STATE NC
ZIPCODE 27707
TOWNSHIP CHAPEL HILL (7)
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SUBDIVISION_NAME
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OLD LEGACY LN
OLD DEERWOOD RD
CRAGTREE LN
PRICE CREEK RD
CEDAR RUN LN
OAK CREST DR
BOOTH RD
CACCIOLI DR
BRANDYWINE RD
SARATOGA TRL
YORKTOWN DR
Map Scale: 1 inch = 400 feet
Long: -79.100 Lat: 35.871
Long: 79°05'59" Lat: 35°52'17"

Broyhill Wiles Building and Developing, Inc.

3808 Dunsinane Drive, Durham, NC 27707
Office: 919-306-9959 • Fax: 919-595-0513
Email: kentb@broyhillwilesinc.com • Web: www.broyhillwilesinc.com
North Carolina Licensed General Contractor #60702-Unlimited Commercial & Residential
Insured with General Liability and Workers Compensation

Date: 2/2/2022

Dear Orange County NC:

Broyhill Wiles Building and Developing, Inc is submitting a major development application for The Lodges at Chapel Hill in order to change the existing approved development road from public to private. The North Carolina Department of Transportation, NCDOT, recently decided on September 1st, 2021 that the Orange County approved development road will not meet the needed density requirements for a public road. In other words, the road is too long and the number of homes is too few to meet the restrictions of an NCDOT public road. Therefore, public road maintenance will not be available for The Lodges at Chapel Hill. The current application changes the road from public to private by creating a Road Maintenance Agreement attached hereto. No other details of the subdivision or road design have changed.

The environmental permits from the Army Corps of Engineers and NCDEQ are attached as well. The soil and erosion control permit through Orange County has been approved and construction of the road has progressed with tree clearing and rough grading. Again, the only change in the approved subdivision is to change the road from public to private.

Best Regards,

2/2/2022

K. B. Wiles **Date**

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2022, by the Owners, Grantors/Grantees, (individually or collectively, the "**Owners**") of a private road known as Lodge Trail (the "**Road**").

WHEREAS, the Road is a private road along which rest the various properties owned and occupied by the Owners, and more particularly described as follows:

See Exhibit A, attached hereto; and

WHEREAS, the Owners desire to provide for the maintenance, repair and upkeep of the Road from the date of this Agreement and henceforth, and to share equally in the costs of same.

NOW THEREFORE, by the acknowledgement of this Agreement, and for other good and valuable consideration, the Owners hereby agree as follows:

1. **MAINTENANCE:** The Owners collectively and individually agree that they will maintain, repair, and keep up the Road so that it is maintained in a first class condition for the benefit of each and all of the Owners, and their respective successors.

2. **ASSESSMENTS:**

   a. **AMOUNT:** Each Owner shall pay an annual assessment in the amount of $1,000.00 for the maintenance, repair and upkeep of the Road.

   b. **LIEN:** The assessments provided for herein shall be a lien on the real estate of each Owner until paid, subordinate, however, to the lien of any First Deed of Trust to secure any promissory note providing funds for the construction of improvements on said real estate. Said lien may be enforced by any Owner in the manner in which subdivision assessment liens are enforced under North Carolina law.

   c. **COLLECTION:** The Owners, by a majority vote, shall elect one of themselves as Treasurer to collect the assessments due hereunder (the "**Treasurer**"). The Treasurer shall establish a Trust or Escrow Account in a Bank for the purpose of depositing the assessments collected. The Treasurer shall be authorized to spend collected assessments for the purpose of maintenance, repair and upkeep of the Road and shall provide the other Owners with receipts for and an accounting of all expenditures for said

maintenance, repair and upkeep of the Road within forty-eight (48) hours of any such request by any other Owner.

3. BINDING EFFECT: This Agreement shall be binding on the below-named Owners, their heirs, successors, assigns and personal representatives, and the covenants and agreements contained herein shall run with the land described.

IN WITNESS WHEREOF, the owners have hereunto set their hands this _____ day of _____, 2022.

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

State of North Carolina
} ss
County of _____

On this _____ day of _____, 2022, before me personally appeared _____, to me known to the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

Exhibit A – Legal Description(s)

See Attached Plat Map

BYLAWS
OF
THE LODGES AT CHAPEL HILL HOMEOWNERS ASSOCIATION, INC.

ARTICLE I: OFFICE

The Association shall at all times maintain a registered office in the State of North Carolina and a registered agent at that address. The Association may also have such other offices as the Board of Directors shall determine.

ARTICLE II: DEFINITIONS

Unless the context requires otherwise, the terms defined in the Declaration of Covenants, Conditions and Restrictions for The Lodges at Chapel Hill Subdivision, recorded in the Orange County, North Carolina Registry (the ***"Declaration"***, the Declaration being incorporated herein in its entirety) shall have the same meanings for purposes of these Bylaws as are ascribed to them in the Declaration.

ARTICLE III: MEMBERS

Section 3.1 Membership. The Association shall have two classes of membership, Class A and Class B, which classes of membership shall have the rights conferred upon them by the Declaration, the Articles of Incorporation of the Association and these Bylaws.

Persons who hold an interest merely as security for the performance of an obligation are not Members, and the giving of a security interest shall not terminate a Member's membership. In no event shall there be more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, rights of use and enjoyment shall be as provided in the Declaration and in the Bylaws, and all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

In the event a Member is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Member, which will create a vacancy in any elected or appointed position within the Association in which such person may have been serving, to be filled by the Board.

Section 3.2 Annual Meeting. A meeting of the Members of the Association shall be held annually at such time and place on such date as the Directors shall determine from time to time.

Section 3.3 Special Meetings. Special meetings of the Members may be called at any time by the President of the Association. Additionally, it shall be the duty of the President to call a special meeting of the Members upon being presented with a written request to do so signed (i) by a majority of the members of the Board of Directors, or (ii) after the termination of the Class B membership, by the Members of the Association entitled to cast no less than twenty percent (20%) of the total vote of the Association.

Section 3.4 Notice of Meetings. It shall be the duty of the Secretary to give a notice to each Member of each meeting of the Members at least 21 days in advance of any annual or regularly scheduled meeting and at least seven days in advance of any other meeting. Each notice of a meeting shall state the purpose thereof, as well as the time and place where it is to be held, and shall be delivered personally or sent by United States mail, postage prepaid, to all Owners of record at such address or addresses as designated by such Owners or, if no other address has been so designated, at the address of their respective Lot.

Section 3.5 Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any Association meeting, either before or after such meeting. Attendance at a meeting by a Member, whether in person or represented by proxy, shall be deemed a waiver by such Member of notice of the time, date, and place thereof unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 3.6 Quorum. A quorum is composed of those Members attending a meeting or voting on a matter in person or by proxy, provided that, unless 20 percent or more of the voting power is present in person or by proxy, the only matters that may be voted upon at an annual or regular meeting of Members are those matters that are described in the meeting notice.

Section 3.7 Voting. On all matters upon which the Members are entitled to vote, each Member shall be entitled to cast one (1) vote for each Lot in which he shall own of record a fee interest or an undivided fee interest. When more than one (1) Person owns a Lot, the vote for such Lot shall be exercise as they determine between themselves, but in no event shall more than one vote be cast with respect to any Lot. If only one co-owner attempts to cast the vote for a Member Lot, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Lot. In the event of disagreement among co-owners and two or more of them attempt to cast a vote, such Persons shall not be recognized and such votes shall not be counted.

No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board, if that Member is shown on the books or management accounts of the Association to be more than (30) days delinquent in any payment due the Association or if the Member has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of a Member have been suspended, that Member shall not be counted as an eligible vote for purposes of establishing a majority or a quorum or for purposes of amending these Bylaws or the Declaration.

Section 3.8 Adjournments. Any meeting of the Members may be adjourned by the holders of a majority of the votes represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting, any business may be transacted which could have been transacted at the meeting which was adjourned.

Section 3.9 Proxy. Any Member entitled to vote may do so by written proxy duly executed by such Member setting forth the meeting at which the proxy is valid. Only Members and their spouses or co-habitants may hold proxies. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail, or facsimile transmission to any Board member to any Board member. Proxies may be revoked only by written notice delivered to the Association, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 3.10 Consents. In the Board's discretion, any action that may be taken by the Association Members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every Member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the corporation in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the Members is approved by written consent hereunder, the Board shall issue written notice of such approval to all Members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration which must be recorded, the effective date shall be no earlier than the date of recording of such amendment

Section 3.11 Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation.

ARTICLE IV: DIRECTORS

Section 4.1 Number. The initial number of directors on the Board of Directors shall be three (3). From and after the election of the first Board of Directors to be elected by the Class A Members, the Board of Directors shall consist of five (5) directors who shall be Members or spouses or cohabitants of Members, provided, however, that no Member and his or her spouse or cohabitant or co-Owner may serve on the Board at the same time. The two (2) directors receiving the most votes shall be elected for a term of two (2) years and the remaining three (3) directors elected shall have a term of one (1) year. At the expiration of the term of office of each Board member, and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. The Board members shall hold office until their respective successors shall have been elected by the Association.

Section 4.2 Appointment and Election. Until the termination of the Class B membership, as provided in the Declaration and the Articles of Incorporation of the Association, the Board of Directors shall be appointed by the Class B member.

From and after the termination of the Class B membership, as provided in the Declaration and the Articles of Incorporation of the Association, the members of the Board of Directors (except for the members of the first Board of Directors to be elected after the termination of the Class B membership) shall be elected at each annual meeting of the Members of the Association.

Each Member entitled to vote shall be entitled to cast one (1) vote for each Lot owned by such member for each directorship to be filled on the Board of Directors. Cumulative voting shall not be permitted. The candidates receiving the most votes shall be elected. Voting for election of Board member shall be by secret written ballot (unless dispensed with by unanimous consent at such meeting at which such voting is conducted).

Section 4.3 Removal of Members of the Board of Directors. At any valid regular or special Association meeting, any one or more Board members may be removed with or without cause by a majority of the Members and a successor may then and there be elected to fill the vacancy created. Moreover, any director who has had two (2) consecutive unexcused absences from regularly scheduled Board meetings or missed more than one-third of the meetings of the Board during their term, or who is more than sixty (60) days past due in the payment of any assessment may be removed by the vote of a majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4.4 Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by vote of the membership, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any Board meeting. The successor selected shall hold office for the remainder of the term of the director being replaced.

Section 4.5 Compensation. No fee or compensation shall be paid by the Association to directors for their services in said capacity unless such fee or compensation is approved by a majority of the votes of the Members cast at a duly convened meeting thereof, and in no event shall any director receive any compensation from the Association for serving as a director prior to the termination of the Class B membership. The directors shall, however, be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties upon Board approval of such expenses.

Section 4.6 Regular Meetings. Until such time as the Class B membership shall terminate, the Board of Directors shall not be required to hold regular meetings and the Board of Directors shall meet as often as the President of the Association shall determine. Thereafter, the Board of Directors shall meet no less frequently than once every six months, and, in all events, within thirty (30) days after the election or appointment of new directors.

Section 4.7 Special Meetings. Special meetings of the Board of Directors may be called at any time by the President, or by any two directors, on three (3) days notice to each director, which notice shall specify the time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Attendance in person at any meeting shall constitute a waiver of notice thereof.

Section 4.8 Waiver of Notice. Any director at any time, in writing, may waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 4.9 Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 4.10 Open Meetings. All Board meetings shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 4.11 Action Without a Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent in writing to

such action. The written consents must describe the action taken and be signed by no fewer than a majority of the directors. The written consents shall be filed with the minutes of the Board.

Section 4.12 Duties and Powers. Except as specifically provided otherwise in the North Carolina Nonprofit Corporation Act, the Declaration, the Articles of Incorporation of the Association or these Bylaws, all powers inherent in or expressly granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Members. The Board of Directors shall also have the responsibility of discharging all of the duties imposed upon the Board of Directors under the terms and provisions of the aforesaid instruments. By way of explanation, but not limitation, the Board of Directors shall have the power to and shall be responsible for the following:

(a) preparation and adoption of an annual budget, in which there shall be established the contribution of each class of Members to the Annual Expenses;

(b) making assessments to defray the Annual Expenses, establishing the means and methods of collecting such assessments, and establishing the due dates and period of the payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility as defined in the Declaration;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Area of Common Responsibility, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments and other fees or charges, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. & 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations and imposing sanctions for violation thereof, including reasonable monetary fines as provided herein;

(g) suspending the membership rights of any Member of the Association, including the right to vote and use the Common Areas and the facilities located thereon, during the period of time such Member shall be delinquent in the payment of any assessment, assessment installment, or any other amount or amounts as shall be due and payable to the Association, or shall fail to comply with or abide by any rule or regulation adopted by the Board of Directors in regard to the Common Areas;

(h) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;

(i) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Area of Common Responsibility in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;

(j) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;

(k) obtaining and carrying insurance against casualties and liabilities, as provided in the Act and the Declaration, and paying the premium cost thereof;

(l) paying the costs of all services rendered to the Association or its Members and not directly chargeable to specific Members;

(m) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses recurred and

(n) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts or other' associations or corporations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

(o) establishing an office and/or post office box as may be necessary for the transaction of the business of the Association.

Section 4.13 Management Agent. The Board may, but is not required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract with or without cause and without penalty, upon no more than thirty (30) days written notice, and for a term not in excess of one (1) year. The Board may delegate to one of its members the authority to act on behalf of the Board on all matter relating to the duties of the managing agent which might arise between meetings of the Board.

Section 4.14 Borrowing. The Board of Directors shall have the power to borrow money for any legal purpose subject to the approval of a two-thirds (2/3) of the Members present and voting in person or by proxy at a duly called meeting or by ballot.

Section 4.15 Committees. The Board shall have the authority to establish such committees as the Board may determine with such powers and duties that the Board shall authorize. The members of all committees shall be appointed by the Board of Directors and shall serve at the pleasure of the Board. Any committee member may be removed with or without cause at any time and with or without a successor being named.

Each committee shall make recommendations to the Board of Directors with respect to the matters within the jurisdiction of such committee. The Board of Directors shall consider the recommendations of the committees in managing the affairs of the Association. The committees shall have no authority to transact business on behalf of the Association or to bind the Association, which authority is vested exclusively in the Board of Directors.

ARTICLE V: OFFICERS

Section 5.1 General Provisions. The officers of the Association shall consist of a President, a Vice President, and a Secretary/Treasurer. In addition, the Association shall have such other officers as the Board of Directors shall deem to be desirable in connection with the administration of the affairs of the Association. Any two or more offices may be held by the same persons, except the offices of President and Secretary.

Section 5.2 Appointment. All of the officers of the Association shall be appointed by, and shall serve at the pleasure of, a majority of the members of the Board of Directors.

Section 5.3 President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Members and of the Board of Directors. The President shall manage, supervise and control all of the business and affairs of the Association, and shall have all of the powers and duties which are incident to the office of the president of a corporation organized under the North Carolina Nonprofit Corporation Act.

Section 5.4 Vice President. The Vice President shall perform the duties of the President whenever the President shall be absent or unable to perform such duties. If neither the President nor the Vice President shall be able to perform such duties, the Board of Directors shall appoint one of their members to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as the President may delegate to him from time to time.

Section 5.5 Secretary. The Secretary (a) shall attend all meetings of the Members and of the Board of Directors and shall keep the minutes thereof, (b) shall be responsible for the preparation and giving of all notices which are required to be given by the Declaration and these Bylaws, (c) shall perform the responsibilities of the Secretary under Section 4.2 of these Bylaws, (d) shall be the custodian of the books and records of the Association, (e) shall keep a register of the addresses of each Member of the Association, and (f) shall perform such other duties as are incident to the office of the secretary of a corporation organized under the North Carolina Nonprofit Corporation Act.

Section 5.6 Treasurer. The Treasurer shall be charged with the management of the financial affairs of the Association, and shall keep full and accurate financial records and books of account showing all receipts and disbursements and of the Association, and shall prepare all required financial data. The Treasurer shall also perform all of the duties which are incident to the office of the treasurer of a corporation organized under the North Carolina Nonprofit Corporation Act.

Section 5.7 Compensation of Officers. The officers of the Association shall be entitled to the payment of such compensation as shall be approved by two-thirds (2/3) of the total members of

the Board of Directors; provided, however, that prior to the termination of the Class B membership, in no event shall any officer receive any compensation from the Association for serving in such capacity. The officers shall, however, be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties upon Board approval of such expenses.

ARTICLE VI: MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the Association shall be selected by the Board. Unless otherwise selected, the fiscal year shall be the calendar year.

Section 6.2 Certain Notices. Any Member who shall sell or lease any Lot in which he has a fee or undivided fee interest shall promptly give the Secretary a written notice of such sale or lease, which notice shall also set forth the name and address of such purchaser or lessee. The address so furnished for such purchaser or lessee shall be the address to which the Secretary shall send any notices to be sent to such purchaser or lessee, until such purchaser or lessee shall furnish the Secretary with another address for such purpose.

ARTICLE VII: AMENDMENTS

These Bylaws may be amended only in accordance with the following procedure: the Board of Directors shall first adopt a resolution proposing the amendment and recommending its adoption by the Members. Such proposed amendment shall then be presented to the Members at a meeting thereof duly called and held for the purpose of considering such proposed amendment. If such proposed amendment is approved by at least two-thirds (2/3) of the votes cast at such meeting, such amendment shall become effective; provided, however that the U.S. Department of Veterans Affairs (if it is then guaranteeing any Mortgage secured by any Lot) and/or the U.S. Department of Housing and Urban Development (if it is then insuring any Mortgage secured by any Lot) shall have the right to veto material amendments to these Bylaws for as long as the Class B membership shall not have terminated.

ARTICLE VIII: INDEMNIFICATION

Each person who is or was a director or officer of the Association, shall be indemnified by the Association against those expenses (including attorneys' fees), judgments, fines and amounts paid in settlement which are allowed to be paid or reimbursed by the Association under the laws of the State of North Carolina and which are actually and reasonably incurred in connection with any action, suit or proceeding, pending or threatened, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director of officer of the Association. Such indemnification shall be made only in accordance with the laws of the State of North Carolina and subject to the conditions prescribed therein.

In any instance where the laws of the State of North Carolina permit indemnification to be provided to persons who are or have been an officer or director of the Association only on a determination that certain specified standards of conduct have been met, upon application for

indemnification by any such person the Association shall promptly cause such determination to be made (i) by the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding; (ii) if a quorum cannot be obtained, by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding; (iii) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed in (i) or (ii), or if a quorum of the Board of Directors cannot be obtained under (i), and a committee cannot be designated under (ii), selected by majority vote of the full Board of Directors (in which selection directors who are parties may participate); or (iv) by the Members, but Members who are also directors who are at the time parties to the proceeding may not vote on the determination.

As a condition to any such right of indemnification, the Association may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Association and at the expense of the Association.

The Association may purchase and maintain insurance on behalf of any such persons whether or not the Association would have the power to indemnify such officers and directors against any liability under the laws of the State of North Carolina. If any expenses or other amounts are paid by way of indemnification, other than by court order, action by the Members or by an insurance carrier, the Association shall provide notice of such payment to the Members in accordance with the provisions of the laws of the State of North Carolina.

CERTIFICATION OF BYLAWS

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of The Lodges at Chapel Hill Homeowners Association, Inc, a North Carolina corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a Board of Directors meeting thereof held on the ____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal of said Association this ____ day of _____, 20__.

_____(SEAL)
Name:_____
Title: _____

4220-1\M\Bylaws Lodges CH

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LODGES AT CHAPEL HILL SUBDIVISION

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS.
THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE FLAG OF THE UNITED STATES OF AMERICA OR STATE OF NORTH CAROLINA.

STATE OF NORTH CAROLINA

ORANGE COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LODGES AT CHAPEL HILL SUBDIVISION

Prepared By:
Return To:

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LODGES AT CHAPEL HILL SUBDIVISION ("Declaration"), is made the ____ day of _____, 2022, by BROYHILL WILES DEVELOPMENT, INC., a North Carolina Corporation, hereinafter referred to interchangeably as "Declarant" or "Developer."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located on Damascus Church Road (S.R. 1234), Orange County, North Carolina, (hereinafter referred to as the "Property") which is more particularly described on Exhibit A attached hereto and made a part hereof;

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Article I.

DEFINITIONS

Section 1. "Association" and "HOA" shall be used interchangeably to mean and refer to The Lodges at Chapel Hill Homeowners Association, Inc, Its Successors and Assigns, a private non- profit corporation formed or to be formed by the Declarant for the mutual benefit and protection of the Property and the Owners of the Lots in The Lodges at Chapel Hill Subdivision, all of whom shall be members of the Association.

Section 2. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners, which shall include any real property, improvements thereon, and other amenities conveyed to the Association by the Developer. The Common Area to be owned by the Association is set forth in the plat of The Lodges at Chapel Hill Subdivision, as recorded in Plat Book ___at Page _____of the Orange County Registry and shall include but not be limited to the following: Primary Conservation Areas, Secondary Conservation Areas, Open Space, subdivision signage and associated landscape area.

Section 3. "Declarant" shall be used interchangeably with "Developer," and shall mean and refer to Broyhill Wiles Building and Development, Inc, or its successor in interest if such successor should acquire undeveloped Property from the Declarant for the purpose of

development.

Section 4. "Declaration" shall mean this instrument as it may be from the time to time amended or supplemented.

Section 5. "Architectural Committee" shall mean and refer to a committee of Owners appointed by the Board of Directors of the Association, which committee shall be responsible for the review and approval of all plans and specifications for the construction of dwellings and improvements on Lots.

Section 6. "Lot" shall mean and refer to any of the numbered lots as shown on the plat of The Lodges at Chapel Hill Subdivision, recorded in Plat Book _____, Page _____, Orange County Registry. Declarant hereby reserves the right to reconfigure, from time to time and without the consent of any other Owner or the Members of the Association, the boundaries of any Lot or Lots owned by Declarant or an affiliate of Declarant, as the case may be, and to thereby create additional Lots, eliminate existing Lots or create additional Common Areas; provided, however, in no event shall the Property contain more than 12 (twelve) Lots. If Declarant or Dynpro Landholding, LLC elects to exercise their right to revise the boundaries of one or more Lots owned by one of them, that party shall record a revised plat of the affected Lot or Lots. Upon the recording by Declarant and/or Dynpro Landholding, LLC of such a revised plat, each lot shown on the previously recorded plat or plats, the boundaries of which are revised by the revised plat, shall cease to be a "Lot" as defined in this Declaration and each newly configured lot shown on the revised plat shall be a "Lot" as defined in this Declaration.

Section 7. "Memberships" shall mean and refer to the rights, privileges, benefits, duties, and obligations, which shall inure to the benefit of and burden each Member of the Association.

Section 8. "Member" shall mean and refer to every person or entity who has a membership in the Association.

Section 9. "Mortgagee' shall mean a beneficiary under a mortgage or Deed of Trust.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property.

Section 11. "Property" shall mean and refer to that certain property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. "Stormwater Control Measures" or "Stormwater Control Facilities" (such terms being used interchangeably herein) shall mean and refer to one or more of the following devices and measures, together with associated private stormwater drainage easements (however identified on a map, plat or document recorded in the Registry) that serve the Property: conduits, inlets, channels, pipes, level spreaders, ditches, grassed swales, sand filters, wet ponds, dry detention basins, wetlands, permanently protected undisturbed open space areas, bio-retention areas, retention or detention ponds, and other devices and measures, necessary to collect, convey, store, and control stormwater runoff and pollutants for more than one (1) Lot in the Property, and which are located outside public street rights-of-way and governmental drainage easements. Private stormwater drainage easements that serve more than one (1) Lot in the Property, however identified on a recorded map or plat or in a recorded document, are deemed to be dedicated to the

Association for the benefit of the Property or applicable portion thereof. All Stormwater Control Measures are Common Area, as applicable.

ARTICLE II.
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in addition to the Common Areas and all access easements thereto which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to limit the number of guests of members.

b. The right of the Association to suspend the voting rights and privileges by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

c. The rights of the Declarant as set forth herein.

d. The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon which regulations may further restrict the use of the Common Area.

e. The right of the Association to mortgage or convey all or part of the Common Area subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument creating such a dedication or transfer is signed by two-thirds (2/3) of each class of members eligible to vote (which votes may be cast in person or by proxy) and properly recorded.

Section 2. Delegation of Use. An Owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area and facilities to any member of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III.

EASEMENTS

Section 1. Easements are reserved and may be granted by Declarant or the Association as necessary in the Common Areas for installation and maintenance of underground utilities and drainage facilities.

Section 2. In case of an emergency originating in or threatening any Lot or the Common Areas and facilities, regardless of whether any Owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it, shall have the right to enter upon any Lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Owners, at the Owner’s expense, and such right of entry shall be immediate.

Section 3. The Declarant reserves unto itself, its successors and assigns, a perpetual and

inalienable easement and right on, over, and under the ground to erect, maintain, inspect, repair and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, cable television or other public conveniences or utilities on, in, or over each Lot and such other areas as are shown on the plat of the Properties recorded or to be recorded in the office of the Register of Deeds of Orange County; provided further, that the Declarant may establish drainage ways for surface water whenever such action may appear to the Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. These easement rights expressly include the right to cut any trees, bushes, or shrubbery, grade the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Each Owner shall not allow the diversion or concentration of stormwater runoff, without the prior written approval of the Architectural Committee, and no drainage diversion or structure may be constructed in violation of any North Carolina Department of Transportation regulation. Such rights may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 4. The Declarant reserves unto itself, its successors and assigns, the right to subject the Property to a contract with Piedmont Electric Membership Coop or other electricity generating company for the installation of street lighting, which contract requires a continuing monthly payment to Piedmont Electric Membership Coop by the Association for street lighting service.

Section 5. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

ARTICLE IV. MEMBERSHIP AND

VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

a. CLASS "A". Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot. When more than one person or entity holds an interest in any Lot, all such persons or entity shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

b. CLASS "B". The Class B member shall be the Declarant or Developer and Declarant or Developer shall be entitled to twelve (12) votes for each Lot owned by Developer. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(1) The time that Declarant owns no Lots, or

(2) Ten (10) years from the date of recordation of this Declaration, or

(3) Upon Declarant's resignation from Class B status, upon which Declarant shall no longer be Declarant and shall be a Class A member.

ARTICLE V

MANAGEMENT AND CONTROL

Management of the affairs of the Association shall be the right and responsibility of its Board of Directors in accordance with this Declaration and the By-Laws. PROVIDED HOWEVER, that all of the powers and duties of the Board of Directors may be exercised by the Declarant until the earlier of: (1) such time as all of the Lots in The Lodges at Chapel Hill have been sold and conveyed by the Declarant to purchasers or (2) the date that is ten (10) years from the date of recordation of this Declaration, whichever occurs first. Management and control may be transferred to the Owners at any time by Declarant in its sole discretion.

ARTICLE VI.

COVENANTS FOR ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

a. Annual assessments, annual road maintenance fee or charges;

b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;

c. Insurance assessments;

d. To the appropriate governing taxing authority, a pro rata share, per Lot, of ad valorem taxes levied against the Common Area, if any;

e. A working capital assessment; and

f. Penalty assessments, such assessments to be established and collected as hereinafter provided.

The annual, road maintenance, special, working capital and penalty assessments, along with insurance and property assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of all easements, utilities, and the Common Area, as conveyed to the Association and as shown on the recorded plat of The Lodges at Chapel Hill Subdivision, and repair of any other amenities located upon the common areas, the costs of enforcing this Declaration, maintenance of the roadways until such roads are accepted for maintenance by NC Department of Transportation, and the payment of all other expenses associated with the common areas, including the prompt and full payment of all ad valorem property taxes and insurance for said common area(s), and, in addition, for the Association to keep the property in neat and good order, and to provide for the health, welfare, and safety of the Owners and residents of The Lodges at Chapel Hill.

Section 3. ANNUAL ASSESSMENTS. A Lot shall become subject to annual assessments from the day following the day of conveyance by the Declarant or Developer to the Owner. The annual assessments shall be determined as follows:

a. Until January 1 of the year immediately following the initial conveyance of a Lot by Developer to an Owner, the annual assessments shall be in the amount of $1,000.00 (and shall be in addition to a one-time capital contribution of $1,000.00 payable to the Association at the closing of the purchase and sale of each Lot pursuant to Section 7 of this Article) in order to carry out the responsibilities of the Association. Following the purchase of any Lot by an original Owner, at the time that any Lot is sold, transferred, or conveyed by an Owner thereafter, the new Owner shall pay a one-time capital contribution of $1,000.000 to the Association, in addition to the payment of the annual assessment, as it becomes due.

b. From and after January 1 of the year immediately following the conveyance of a Lot to an Owner by Developer, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

c. From and after January 1 of the year immediately following the conveyance of a Lot to an Owner by Developer, the maximum annual assessment may be increased above ten (10%) percent by vote of the owners of 2/3 of the Lots within the Property who are eligible to vote and voting, whether in person or by proxy, at a meeting duly called for this purpose.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of the Owners of 2/3 of the Lots who are eligible to vote, whether the owners are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. INSURANCE. The Board of Directors, on behalf of the Association, as a common expense, shall at all times keep the property of the Association, if any, insured against loss or damage by fire or other hazards or other such risks, including, but not limited to, director's liability and public liability insurance, upon such terms and for such amounts as may be reasonably necessary from time to time to protect the Property and Common Area, which

insurance shall be payable in case of loss to the Association for all members. The Association shall have the sole authority to deal with the insurer in the settlement of claims. Such insurance shall be obtained without prejudice to the right of each member to insure his personal property for his own benefit at this own expense. In no event shall the insurance coverage obtained by the

Association be brought into contribution with insurance purchased by members or their mortgagees.

6. INSURANCE ASSESSMENTS. All insurance policy premiums on the Common Areas for the benefit of the Association purchased by the Board of Directors or its designee and any deductibles payable by the Association upon loss shall be a common expense, and the Association shall levy against each Lot equally as an additional annual assessment, (herein called "Insurance Assessment") which shall be in addition to the amounts provided for all such insurance premiums.

Section 8. PENALTY ASSESSMENT. The Association may assess a penalty assessment against any Owner for violation of any provision of this Declaration or for violation of any rule or regulation promulgated by the Board of Directors of the Association. A schedule of penalty assessments to be assessed for a restriction violation or rule violations shall be established annually by the Board of Directors at their annual meeting and the collection of such assessments shall be enforced in the same manner as the collection of annual capital, special and insurance assessments.

Section 9. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4 IN THIS ARTICLE. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this article shall be sent to all Members not less than thirty (30) days and not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast two-thirds of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half/ (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 10. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS AND DUE DATES. The annual assessments provided for herein shall commence as to each Lot on the first day following the date of conveyance of the Lot by the Declarant or Developer to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro rata monthly installments. The Association shall, upon

demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 11. EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall be delinquent, in default, and shall bear interest from the due date at the highest rate then permitted by North Carolina law not to exceed twelve (12%) per annum. The Association may bring an action at law against the Owner, who shall be personally obligated to pay the same plus interest, costs, late payment charges and reasonable attorneys' fees, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

The lien herein granted unto the Association shall be enforceable pursuant to Article 2A of Chapter 45 of the General Statutes from and after the time of recording a Claim of Lien in the Office of the Clerk of Superior Court in the County in which the Property is located in the manner provided therefore by Article 8 of Chapter 44 of the North Carolina General Statutes, which claim shall state the description of the Lot encumbered thereby, the name of the record owner, the amount due and date when due. The claim of lien shall be recordable any time after thirty (30) days after the due date of the assessment or any installment thereof and the lien shall continue in effect until all sums secured by said lien as herein provided shall have been fully paid. Such claims of lien shall include all assessments which are due and payable when the claim of lien is recorded, plus interest, costs, late charges, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

Section 12. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but shall not relieve the Owner oof the Lot at the time of the assessment from personal liability. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien of such assessments.

ARTICLE VII

INSURANCE

Section 1. INSURANCE TO BE MAINTAINED BY THE ASSOCIATION. The following insurance coverage shall be maintained in full force and effect by the Association:

(a) Public liability and property damage insurance in such amounts and in such forms as shall be required by the Association, but public liability shall be an amount of at least One Million and no/100 Dollars ($1,000,000.00) for each occurrence.

(b) All liability insurance shall contain cross-liability endorsements to cover liability of the Owners as a group to an individual Owner.

(c) Such other insurance coverage as it may determine to be desirable and necessary, including fire and hazard insurance covering all improvements located on the Common Elements.

(d) Such other fidelity bonds as it may determine to be desirable and necessary for those officers or employees having control over Association funds.

(e) Other insurance required by law.

Section 2. PREMIUMS. Premiums for insurance policies purchased by the Association shall be paid by the Association and charged as a Common Expense chargeable to Owners as an annual assessment according to the applicable provisions of this Declaration.

Section 3. INSURANCE BENEFICIARIES. All such insurance policies shall be purchased by the Association for the benefit of the Association and the Owners as a group.

Section 4. INSURANCE TO BE MAINTAINED BY THE OWNERS. Every Owner shall maintain in full force and effect at all times fire and hazard insurance in an amount equal to the full insurable value of his improvements except that the amount shall not be required to exceed the replacement cost of the improvements. An Owner shall exhibit to the Board, upon request, evidence that such insurance is in effect. If any Owner shall fail to maintain such insurance, the Board is authorized to obtain such insurance in the name of the Owner from an insurer selected by the Board, and the cost of such insurance shall be included in the annual assessment of the Owner and shall constitute a lien against his Lot until paid as a result of enforcement by the Association or otherwise.

ARTICLE VIII.

ARCHITECTURAL CONTROL

Section 1. BUILDING AND SITE IMPROVEMENTS. No dwelling, wall or other structure shall be commenced, erected, or maintained upon any Lot in the Property, nor shall any exterior addition to or change in or alteration therein (including color of paint or finish) be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, or its designee, or, after the sale of all Lots by the Declarant, by the Board of Directors of the Association, or by the Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event the Declarant, or its designee or, if applicable, the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with, provided that such addition, change, or alteration is in general conformity with the overall plan, design, and appearance of the subdivision in general. Refusal or approval of any such plans, location or specification may be based upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the Declarant, the board of directors or the Architectural Committee, as the case may be, shall be deemed sufficient. One copy of all plans and related data shall be furnished to the Declarant or the Architectural Committee as the case may be, for its records.

The Declarant, Association, Board of Directors and the Architectural Committee shall not be responsible for any structural or other defects in plans and specifications submitted to it or any structure erected according to such plans and specifications.

Section 2. LANDSCAPING PLANS. All landscaping plans must first be approved by the Declarant, the Board of Directors, or the Architectural Committee. The removal of any tree in excess of eight (8") inches in diameter on any Lot in the subdivision shall require the prior approval of the Declarant, the Board of Directors, or the Architectural Committee. No landscaping shall be commenced or maintained upon any Lot in the subdivision until the plans and specifications showing the nature, kind, and location of the same shall have been submitted to and approved in writing as to harmony of design and location in relation to surrounding structures and topography by the Declarant, or its designee, or, after the sale of all Lots by the Declarant, by the Board of Directors of the Association, or by the Architectural Committee. In the event the Declarant, or its designee, or, if applicable, the Board, or the Architectural Committee, fails to approve or disapprove such landscape plan within thirty (30) days after said plan has been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with, provided that such plan is in general conformity with the overall plan, design, and appearance of the subdivision in general. Refusal or approval of any such plan may be based upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the Declarant, the Board of Directors, or Architectural Committee shall be deemed sufficient. One copy of all plans and related data shall be furnished to the Declarant or Architectural Committee, as the case may be, for its records.

Section 3. DEVELOPER'S RIGHTS. All duties and responsibilities conferred upon the Board or the Architectural Committee by this Declaration or the Bylaws of the Association shall be exercised and performed by the Declarant or its designee, so long as Declarant shall own any Lot in the Properties.

Section 4. APPROVAL OF PLANS:

A. All dwelling units shall have a minimum of 2,500 square feet of finished and heated enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum requirements shall be the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas.

B. No dwelling erected on a detached single-family residential Lot (including garage) shall be constructed nearer than fifty (50') feet to the front Lot line, twenty-five (25') feet to any side Lot line, and fifty (50') feet to the rear Lot line. This restriction shall prevail over any lesser governmental setback standard. Variances of these setback requirements may be granted by Declarant or the Board of Directors of the Association, but in no case will the setback be less than that required by the governmental agency having jurisdiction over the Property. Roof overhangs, decks, stoops, steps and patios shall not intrude into any setback area.

C. No structure shall be erected, altered, placed or permitted to remain on any Lot, except one single family dwelling not to exceed two and one-half stories of heated living space

in height, unless the Declarant, the Board of Directors, or the Architectural Committee, as the case may be, approves in writing a structure of more than two and one-half stories, and/or one or more small accessory buildings (which may include guest facilities) provided that the use of such dwelling or accessory building does not in the opinion of the Declarant, the Board of Directors, or Architectural Committee overcrowd the site, and provided further, that such buildings are not used for any activity normally conducted as a business.

D. No mobile homes, manufactured homes, modular homes, or other similar pre-manufactured home shall be constructed, placed, located, or allowed to remain on any Lot within the Property. It is the intent of the Declarant to only allow "stick-built" houses to be constructed on the Lots within the Property.

E. All service utilities, trash containers, fuel tanks, clothes lines and wood piles are to be enclosed within a wall or plant screen of a type and size approved by the Declarant, the Board of Directors, or the Architectural Committee, so as to preclude the same from causing an unsightly view from any neighboring Lot, highway, street or way within the Property. All mail and newspaper boxes shall be uniform in design, and the design for mail and newspaper boxes shall be furnished by the Declarant. No fences shall at any time be placed or permitted to remain on any Lot without approval of the Declarant, the Board of Directors, or the Architectural Committee.

F. Off street parking within an enclosed garage for not less than two (2) passenger automobiles must be provided on each Lot prior to the occupancy of any dwelling constructed on said Lot which parking areas and the driveways connected thereto shall be constructed of a material approved by the Declarant, or its designee. No Owner or invitee of any Owner shall be allowed to park on any common areas, on any roadway or street right of way, or on any yard areas.

G. There shall be a forty foot (40') landscape buffer located along the front of all Lots in order to maintain and enhance a consistent natural look along the neighborhood streets. Trees, bushes, shrubs, grass or other vegetation contained therein shall not be installed or removed except upon written approval by the Architectural Committee.

H. Minimal and selective clearing of trees and vegetation for the installation of septic fields and septic repair areas shall be permitted pursuant to the approval and guidelines of the Orange County Health Department. It is the intent of the Declarant that septic fields and septic repair areas be maintained in a generally natural condition, however, this requirement shall not be interpreted to prevent installation of a septic tank or septic field on any Lot.

I. Open Loop Geothermal HVAC systems are prohibited, as closed loop geothermal systems are encouraged.

J. Surfaces considered to be impervious surfaces shall be determined based on Orange County regulations in effect at the time of construction of any improvement on a Lot. The impervious surface for each Lot is listed below. Impervious Surface which has been allocated to one Lot may be reallocated to another Lot or Lots upon request of all affected Lot Owners, and upon approval of the reallocation by the Declarant or the Architectural Control Committee, or Orange County, as the case may be. In the event of reallocation of Impervious Surface, the Association shall prepare a statement: (i) stating the amount of Impervious Surface originally granted to each Lot participating in the reallocation; (ii) stating the re-allocation of Impervious Surface among the participating Lots; and (iii) stating the total Impervious Surface allocated to

each Lot participating in the reallocation. This statement of re-allocation shall be executed by the president of the Association and by the Lot Owners participating in the re-allocation and shall be recorded in the Orange County Registry.

Lot Number	Impervious Surface Limitation
1	5853 Square Feet
2	4845 Square Feet
3	4934 Square Feet
4	4221 Square Feet
5	4532 Square Feet
6	4635 Square Feet
7	4775 Square Feet
8	4876 Square Feet
9	4662 Square Feet
10	5038 Square Feet
11	4358 Square Feet
12	4617 Square Feet

Section 5. MAINTENANCE BY ASSOCIATION. The Association shall maintain all Common Areas, including all roadways, road lighting fixtures, entryway plantings, sidewalks, and shall pay all costs of operation thereof including premiums associated with general liability insuring the Association from liability arising from the ownership and operation thereof.

ARTICLE IX. USE

RESTRICTIONS

Section 1. LAND USE AND BUILDING TYPE. Except for the Common Areas, which may be used for recreational purposes, all Lots shall be used for residential purposes only except that so long as the Declarant or the Developer shall retain ownership of any Lots, it may utilize any such Lot for models for the purpose of selling or renting Lots within the Property including the right to place "For Sale" or "For Rent" signs on such Lot. The Declarant may assign this limited commercial usage right to any other person or entities as it may choose; provided, however, that when all Lots have been sold by the Declarant, this right of commercial usage by the Declarant, its successors and assigns shall immediately cease. Co-ownership of Lots shall not be prohibited. Except as herein provided, any building erected, altered, placed, or permitted to remain on any Lot shall be subject to the provisions of Article IX of this Declaration relating to Architectural Control.

Section 2. NUISANCES. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or other nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such Lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specified area.

Section 3. LOT MAINTENANCE. In the event that any Owner of a Lot shall fail or

refuse to keep it free from weeds, underbrush or refuse piles, or unsightly growth or objects, then, after thirty days' notice from the Architectural Committee, the Association or its designee may enter upon such Lot and remove the same at the expense of the Owner, and such entrance shall not be deemed a trespass, and in the event of such removal a lien shall arise and be created in favor of the Association for the full amount of the cost thereof chargeable to such Lot, including collection costs and reasonable attorney fees, and such amounts shall be due and payable within thirty (30) days after the Owner is billed therefore. Such lien shall be enforceable in the same manner as the collection of annual, capital, special and insurance assessments hereunder.

Section 4. JUNK VEHICLES AND TRACTOR TRAILERS. No inoperable vehicle or vehicle without current registration, current state inspection sticker, current license plate, and current insurance will be permitted on the Property, and no tractor-trailers will be permitted on the Property. The Association shall have the right to have all such vehicles towed away at the Owner's expense.

Section 5. SIGNS. No signs shall be permitted on any Lot or in the common areas without permission of the Board of Directors, except that "For Sale" signs conforming to Orange County Sign Ordinances may be displayed by an Owner on the Owner's Lot. The display of political signs is permitted; provided, however, there shall be no display of political signs earlier than 45 days before the day of the election nor later than seven days after an election. Further, no political sign may be larger than 24 inches by 24 inches in accordance with N.C.G.S. §47F-3-121.

For purposes of this section a political sign means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on an election ballot. Further, no pole or other device for the display of decorative flags shall be erected or displayed on or about any Lot or in the Common Areas unless approved in advance by the Association. To the extent permitted by law, no signs or flags shall be placed on any building or improvement unless otherwise approved by the Association. In the event that the Association approves installation of a pole or device for the display of decorative flags, any such flags displayed by an Owner shall be in good taste and shall not contain lewd or offensive displays or material. The display of the flag of United States or North Carolina is permitted as long as its size is no greater than 4 feet by 6 feet and it is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. § 5-10, as amended. No flag (North Carolina or United States included) of a size greater than 4 feet by 6 feet shall be displayed or erected on or about any Lot or Common Areas.

Section 6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be allowed on any Lot any time either temporarily or permanently. Provided however, that this provision shall not prevent the Declarant, its designees or assigns from maintaining a construction trailer or office on any Lot until the construction of dwellings on all Lots in the subdivision is complete.

Section 7. RECREATIONAL VEHICLES. No boat, motorboat, camper trailer, or mobile home shall be permitted to remain on any Lot or on any street in the Property at any time, without the written consent of the Developer or the Association or its designee. If allowed by the Developer or the Association or its designee, such boats or other vehicles must be screened or otherwise hidden from view from the street.

Section 8. ANIMALS. No animals, livestock or poultry of any kind shall be kept or

maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are at all times properly leashed or under the control of their owner and do not become a nuisance to the neighborhood.

Section 9. TV SATELLITE DISHES AND OUTSIDE ANTENNAS. No TV satellite signal receiving dishes will be permitted on any Lot and no outside radio or television antennas shall be erected on any Lot within the Properties unless and until permission for such dishes or antennae has been approved by the Board of Directors of the Association or its Architectural Committee in regard to size and location.

Section 10. EXTERIOR LIGHTS. All light bulbs or other lights installed in any fixtures located on the exterior of any building or any Lot shall be clear, white, or non-frost lights or bulbs. No "area lights" or similar flood lights shall be allowed within the subdivision.

Section 11. VEHICLE REPAIRS. No repairs to any vehicle may be made in driveways, only in garages and not be visible from the street. No inoperable or immobile vehicle, whether or not containing current registrations, shall be permitted to remain in any driveway or on any street.

Section 12. ALTERATIONS. No person shall undertake, cause, or allow any alteration of construction in or upon any portion of the Common Areas except at the direction or with the express written consent of the Association.

Section 13. SUBDIVIDING. Except as allowed in Section 18 hereinbelow, no Lot shall be subdivided, or its boundary lines changed, except with the prior written consent of the Declarant during Declarant's Class B membership of the Association and thereafter by the Board. However, the Declarant hereby expressly reserves unto itself, its successors and assigns, the right to re-plat any two (2) or more Lots shown on the plat of the subdivision of the Property in order to create one or more modified Lots; to further subdivide tracts shown on any such subdivision plat into two or more Lots; to recombine one or more tracts or Lots or a tract and Lots to create a larger tract; to eliminate from this Declaration Lots that are not otherwise buildable or are needed for access to any area of the Properties or are needed for use as private roads or access areas, and to take such steps as are reasonably necessary to make such re-platted Lots or tracts suitable and fit as a building site or access area or roadway, said steps to include, but not to be limited to the relocation of easements, walkways, and rights-of-way to conform to the new boundaries of the said re-platted Lots. In no event may a Lot be subdivided or reconfigured without the approval of the appropriate local governmental authority.

Section 14. SWIMMING POOLS. No above ground swimming pools shall be permitted within the subdivision. Swimming pools and hot tubs shall be located on a Lot in a place specified by the Architectural Committee. All fencing surrounding swimming pools, spas, and hot tubs shall be approved by the Architectural Committee.

Section 15. COMMON AREA MAINTENANCE. The Common Area owned by the Association is intended to remain in its natural state. Hence, removing, destroying or cutting trees and vegetation within the Open Space is strictly prohibited except for: (a) selective removal of trees or vegetation for the prevention or treatment of disease, (b) removal of dead or fallen trees posing a hazard, (c) removal of invasive, non-native or noxious plants that threaten indigenous plant species, (d) relocation of exposed root balls to their original position, and (e) minimal and selective clearing necessary to maintain best forestry practices in the management of wooded areas. Trees and limbs from trees may be removed from the Open Space only with the

prior approval of the Architectural Committee to determine if a tree has fallen or constitutes a hazard. The method of removal shall be approved by the Architectural Committee, and may include on-site chipping or grinding, provided the methods and machinery used shall not result in erosion or compaction of soil.

Section 16. COMMENCEMENT OF CONSTRUCTION. Except for the Lots owned by Dynpro Landholding, LLC and Rugby Ventures, LLC, all construction of any improvements to a Lot must be commenced within twelve (12) months of purchase, and must be completed within eighteen (18) months from the commencement of the date of construction, unless otherwise extended by written consent of the Architectural Committee.

Section 17. GARDENS. No garden or fenced garden shall be permitted in the front yard of any Lot or Lots.

Section 18. COMBINATIONS. Except for the Lots owned by Dynpro Landholding, LLC and the Declarant, there shall be no combining of adjacent Lots.

ARTICLE XI. GENERAL

PROVISIONS

Section 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to the foregoing, the Association shall have the right, at its option, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, to enter upon such Property were such violations exist, and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any such entry, abatement, or removal shall not be deemed a trespass. The failure to enforce any covenants, restrictions, reservations or conditions contained in these Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 2. COST OF ENFORCEMENT. Should the Association employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, or re-entry, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Owner of such Lot or Lots, and the Association shall have a lien upon such Lot to secure payment of all such claims.

Section 3. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect any other provisions which shall remain in full force or effect.

Section 4. LOTS SUBJECT TO DECLARATION. All present and future Owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of this Declaration, and as this Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association, or the Owner of

any Lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any Lot as though such provisions were made apart of each and every deed of conveyance or lease. The covenants and restrictions of this Declaration are to run with the land and be binding on all persons and parties with an interest in the Property.

Section 5. AMENDMENT OF DECLARATION. Except as herein provided, the covenants and restrictions of this Declaration may be amended by an instrument signed by two-thirds (2/3) of each class of Members recorded in the Orange County Register of Deeds. Declarant's power to amend this Declaration as provided in Section 6 of this Article shall not require the consent of the Class A members and shall be valid when signed by the Declarant and recorded in the Orange County Register of Deeds.

Section 6. AMENDMENT BY THE DECLARANT. The following amendments may be effected by the Declarant, or the Board, as the case may be, without consent of the Members:

A. Prior to the sale of the first Lot, this Declaration may be amended by the Declarant, subject to the review and approval of Dynpro Landholding, LLC, such approval to be provided in a timely manner and not unreasonably withheld. If within 30 days, no approval has been received, approval is assumed.

B. The Declarant or the Board may amend this Declaration to correct any obvious error or inconsistency in drafting, type or reproduction.

C. The Declarant, so long as it shall retain control of the Association, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property, or to qualify the property or any Lots and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency, or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government or the State of North Carolina regarding purchase or sale of such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare.

D. The Declarant, for so long as it shall retain control of the Association, and thereafter, the Board of Directors, may amend this Declaration as shall be necessary, in its opinion, and

without the consent of any owner, to qualify the Association or the Property, or any portion thereof, for tax-exempt status.

E. The Declarant, for so long as it has control of the Board, may amend this Declaration to include any platting change of the Property as permitted herein.

(SIGNATURE AND NOTARY ACKNOWLEDGMENT ON NEXT PAGE)

IN WITNESS WHEREOF, the Declarant has hereunto executed this Declaration on the day and year first above written.

Broyhill Wiles Building and Development, Inc.

_____

(SEAL)

Kenton B. Wiles, President

NORTH CAROLINA

ORANGE COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document in the capacity indicated: Kenton B. Wiles

_____

(print name) _____ Notary Public

This _____ day of _____ , 20__

My Commission Expires: _____

THE LODGES AT CHAPEL HILL HOMEOWNERS ASSOCIATION, INC.,
a North Carolina Nonprofit Corporation

WRITTEN CONSENT OF SOLE INCORPORATION
IN LIEU OF ORGANIZATIONAL MEETING
AS OF THE __ DAY OF _____, 2021

The undersigned, being the sole incorporator of Miramonte Homeowners Association, Inc., a North Carolina nonprofit corporation (the "Corporation"), and acting in accordance with Section 55A-2-05 of the North Carolina Nonprofit Corporation Act (the "Corporation Code"), hereby takes the following actions and adopts the following resolutions by written consent in lieu of a meeting, and directs that this written consent be filed in the minute book of the Corporation:

RESOLVED, that the Bylaws attached hereto **as Exhibit A** are approved and adopted as the Bylaws of the Corporation.

RESOLVED, that the following persons are elected to the following offices to have the responsibilities and duties established in the Bylaws:

President:	Kent Wiles
Vice President:	Natasha Wiles
Secretary/Treasurer:	Ron Snyder

RESOLVED, that the Articles of Incorporation of the Corporation, filed with the Secretary of State of North Carolina, are approved and accepted, and the Secretary of the Corporation is directed to place a copy thereof in the minute book of the Corporation.

RESOLVED, that the Secretary of the Corporation is authorized to approve a corporate seal of the Corporation.

RESOLVED, that the fiscal year of the Corporation will be fixed by the President.

RESOLVED, that the President or the Treasurer of the Corporation is each authorized:

(a) to designate such bank or banks as depositories (the "Depository" or "Depositories") for the funds of the Corporation as either of them may deem necessary or advisable;

(b) to open, keep, and close general and special bank accounts (the "Accounts") and safe deposit boxes with any Depository;

(c) to cause to be deposited in the Accounts from time to time such funds of the Corporation as such officer may deem necessary or advisable;

(d) to designate from time to time officers and agents of the Corporation authorized to sign or countersign checks, drafts, or other orders for the payment of money issued in the name of the Corporation against the Accounts; and

(e) to make such general and special rules and regulations with respect to the Accounts (including, without limitation, authorization for use of facsimile signatures) as such officer may deem necessary or advisable.

If any Depository requires a prescribed form or forms of resolutions relating to the Accounts or to any application, statement, instrument, or other documents connected with the Accounts, the resolutions contained in any such prescribed form will be deemed to be adopted by the Board of Directors, and the Secretary or any Assistant Secretary, if there is one, of the Corporation is authorized to certify the adoption of any such resolution as though it were presented to the Board of Directors at the same time as this written consent, and to insert all such resolutions in the minute book of the Corporation.

RESOLVED, that the following officers and employees of the Corporation are hereby provided the same indemnification and other rights as provided to the Corporation's directors pursuant to the Corporation's Articles and Bylaws (subject to the conditions, limitations and obligations specified therein): President, Vice President, Secretary, and Treasurer.

RESOLVED, that the President (or any other officer authorized by the President) is authorized to take such steps as may be necessary to accomplish an election to have the Corporation treated as a 501(c)(6) nonprofit corporation within the meaning of the Internal Revenue Code of 1986, as amended, including the filing with the Internal Revenue Service of such properly completed and executed forms and documents as the President (or such authorized officer) may deem necessary or advisable if such an election is made.

Executed this ____ day of _____, 2021 and effective as of the day and year first above written.

_____
Kent Wiles

4220-1\M\Written Consent Lodges

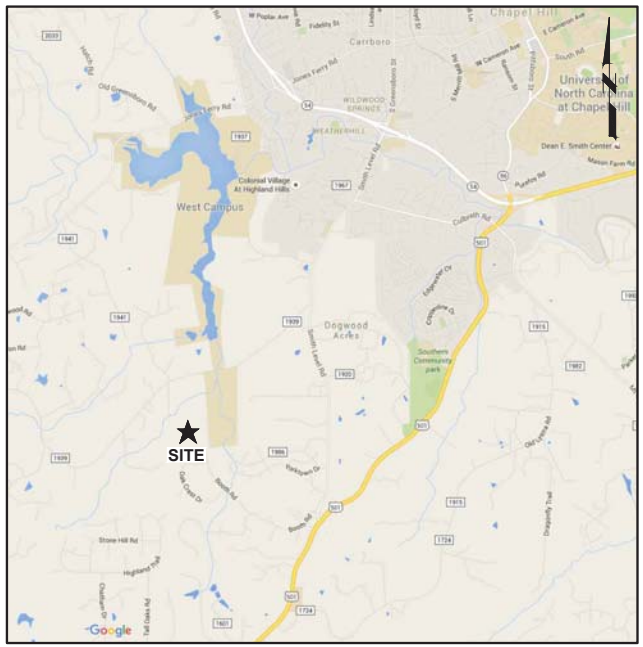
EXHIBIT A

BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

PROJECT No. A55602.00



VICINITY MAP

SCHEDULE OF DRAWINGS:

	COVER SHEET
C-101	EXISTING CONDITIONS
C-102	PROPOSED SITE PLAN
C-103	PRE-DEVELOPMENT LAND COVER
C-104	POST-DEVELOPMENT LAND COVER
C-105	STORMWATER PLAN
C-106	SEDIMENTATION AND EROSION CONTROL PLAN
C-107	LODGES TRAIL PLAN AND PROFILE 1
C-108	LODGES TRAIL PLAN AND PROFILE 2
C-109	LODGES TRAIL PLAN AND PROFILE 3
C-110	LODGES TRAIL PLAN AND PROFILE 4
C-111	LODGES TRAIL PLAN AND PROFILE 5
C-112	STREAM CROSSING PLAN
C-113	FLOODPLAIN MAP
D-101	DETAILS 1
D-102	DETAILS 2
D-103	DETAILS 3
D-104	DETAILS 4
D-105	DETAILS 5
D-106	DETAILS 6
D-107	DETAILS 7
D-108	DETAILS 8

LOCATION MAP

PROJECT MANAGEMENT

PROJECT MANAGEMENT

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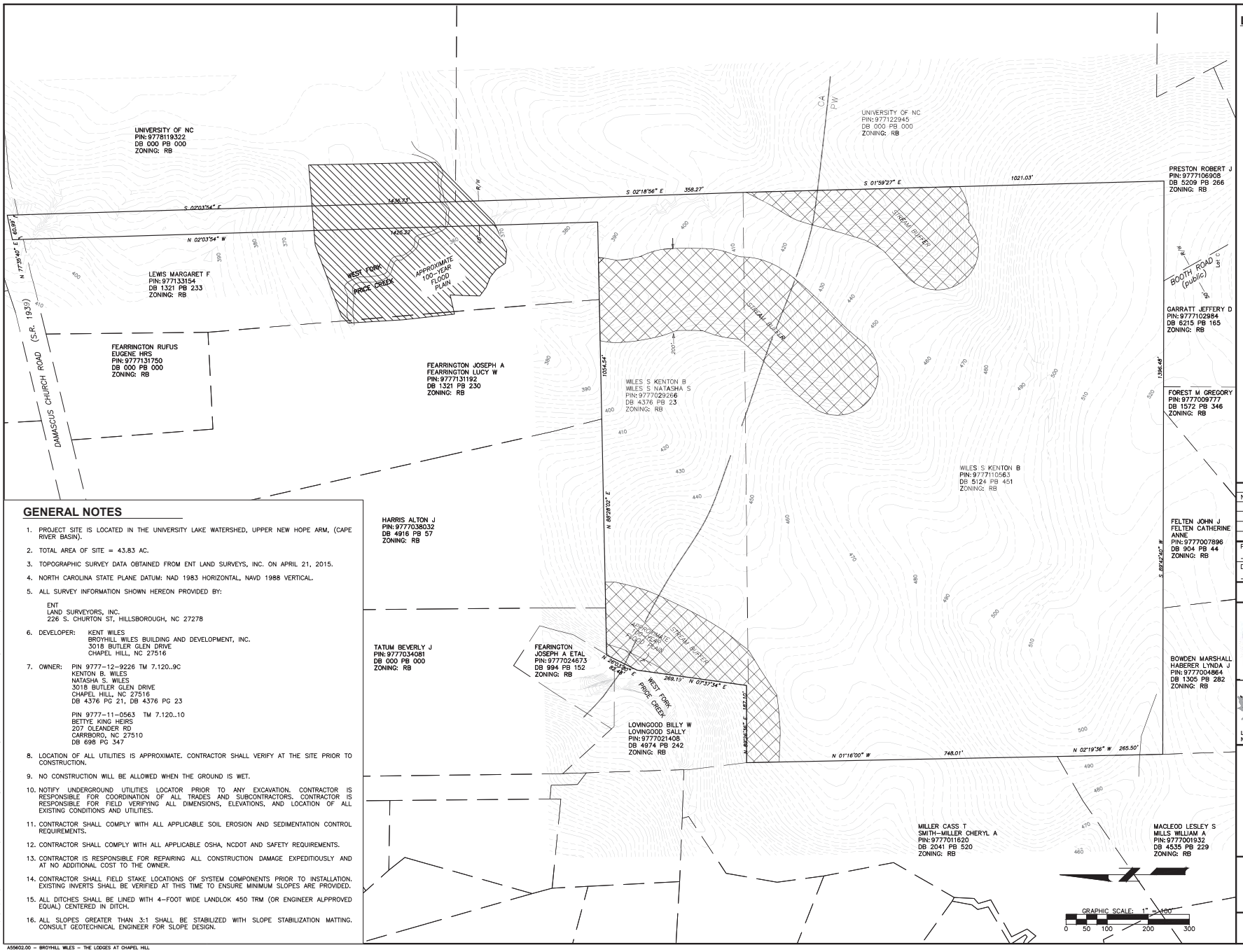
MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
MORRISVILLE, NORTH CAROLINA 27560
TEL: (919) 467-1239 FAX: (919) 319-6510
LICENSE No. C-1039

MARCH 26, 2019

REVISIONS			
NO.	DATE	DESCRIPTION	SHEET
1	02/13/20	REV. PER ORANGE CO.	ALL
2	08/31/21	RELOCATED DRY POND A	C-102,4,5,6,9 D-101,2,6
3	10/1/21	REV. PER ORANGE CO.	C-106, D-105,6
4	11/23/21	RELOCATED DRY POND A	C-101,2,3,4,5 D-101,2,3,4,5 ALL



GENERAL NOTES

1. PROJECT SITE IS LOCATED IN THE UNIVERSITY LAKE WATERSHED, UPPER NEW HOPE ARM, (CAPE RIVER BASIN).
2. TOTAL AREA OF SITE = 43.83 AC.
3. TOPOGRAPHIC SURVEY DATA OBTAINED FROM ENT LAND SURVEYS, INC. ON APRIL 21, 2015.
4. NORTH CAROLINA STATE PLANE DATUM: NAD 1983 HORIZONTAL, NAVD 1988 VERTICAL.
5. ALL SURVEY INFORMATION SHOWN HEREON PROVIDED BY:

   ENT
   LAND SURVEYORS, INC.
   226 S. CHURTON ST, HILLSBOROUGH, NC 27278
6. DEVELOPER: KENT WILES
   BROYHILL WILES BUILDING AND DEVELOPMENT, INC.
   3018 BUTLER GLEN DRIVE
   CHAPEL HILL, NC 27516
7. OWNER: PIN 9777-12-9226 TM 7.120..9C
   KENTON B. WILES
   NATASHA S. WILES
   3018 BUTLER GLEN DRIVE
   CHAPEL HILL, NC 27516
   DB 4376 PG 21, DB 4376 PG 23

   PIN 9777-11-0563 TM 7.120..10
   BETTYE KING HEIRS
   207 OLEANDER RD
   CARRBORO, NC 27510
   DB 698 PG 347
8. LOCATION OF ALL UTILITIES IS APPROXIMATE. CONTRACTOR SHALL VERIFY AT THE SITE PRIOR TO CONSTRUCTION.
9. NO CONSTRUCTION WILL BE ALLOWED WHEN THE GROUND IS WET.
10. NOTIFY UNDERGROUND UTILITIES LOCATOR PRIOR TO ANY EXCAVATION. CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL TRADES AND SUBCONTRACTORS. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS, ELEVATIONS, AND LOCATION OF ALL EXISTING CONDITIONS AND UTILITIES.
11. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SOIL EROSION AND SEDIMENTATION CONTROL REQUIREMENTS.
12. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OSHA, NCDOT AND SAFETY REQUIREMENTS.
13. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL CONSTRUCTION DAMAGE EXPEDITIOUSLY AND AT NO ADDITIONAL COST TO THE OWNER.
14. CONTRACTOR SHALL FIELD STAKE LOCATIONS OF SYSTEM COMPONENTS PRIOR TO INSTALLATION. EXISTING INVERTS SHALL BE VERIFIED AT THIS TIME TO ENSURE MINIMUM SLOPES ARE PROVIDED.
15. ALL DITCHES SHALL BE LINED WITH 4-FOOT WIDE LANDLOK 450 TRM (OR ENGINEER ALPPROVED EQUAL) CENTERED IN DITCH.
16. ALL SLOPES GREATER THAN 3:1 SHALL BE STABILIZED WITH SLOPE STABILIZATION MATTING. CONSULT GEOTECHNICAL ENGINEER FOR SLOPE DESIGN.

LEGEND

- PROPERTY LINE
- 110 EXISTING INDEX CONTOUR
- EXISTING INTMD CONTOUR
- 110 PROPOSED INDEX CONTOUR
- PROPOSED INTERMEDIATE CONTOUR
- PROPOSED ROAD
- CENTERLINE
- PROPOSED LOT LINES
- EXISTING ADJ. PROPERTY
- SF SILT FENCE
- DITCH/FLOW DIRECTION
- LIMITS OF GRADING/ DISTURBANCE

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REVISIONS		
NO.	DATE	DESCRIPTION
1	02/13/20	PER ORANGE CO.
2	08/31/21	RELOCATED DRY POND A
3	10/1/21	PER ORANGE CO.
4	11/23/21	RELOCATE DRY POND A

PROJECT MANAGER:	PROJECT ENGINEER:
GSM	TAP
DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE: MARCH 26, 2019

NORTH CAROLINA PROFESSIONAL SEAL 17049 ENGINEER GLENN S. MACCONNELL 11/23/2021

NORTH CAROLINA PROFESSIONAL SEAL 042690 ENGINEER Thomas A. Perdue 11/23/2021

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
LICENSE No. C-1039 MORRISVILLE, NORTH CAROLINA 27560
TEL: (919) 467-1239 FAX: (919) 319-6510

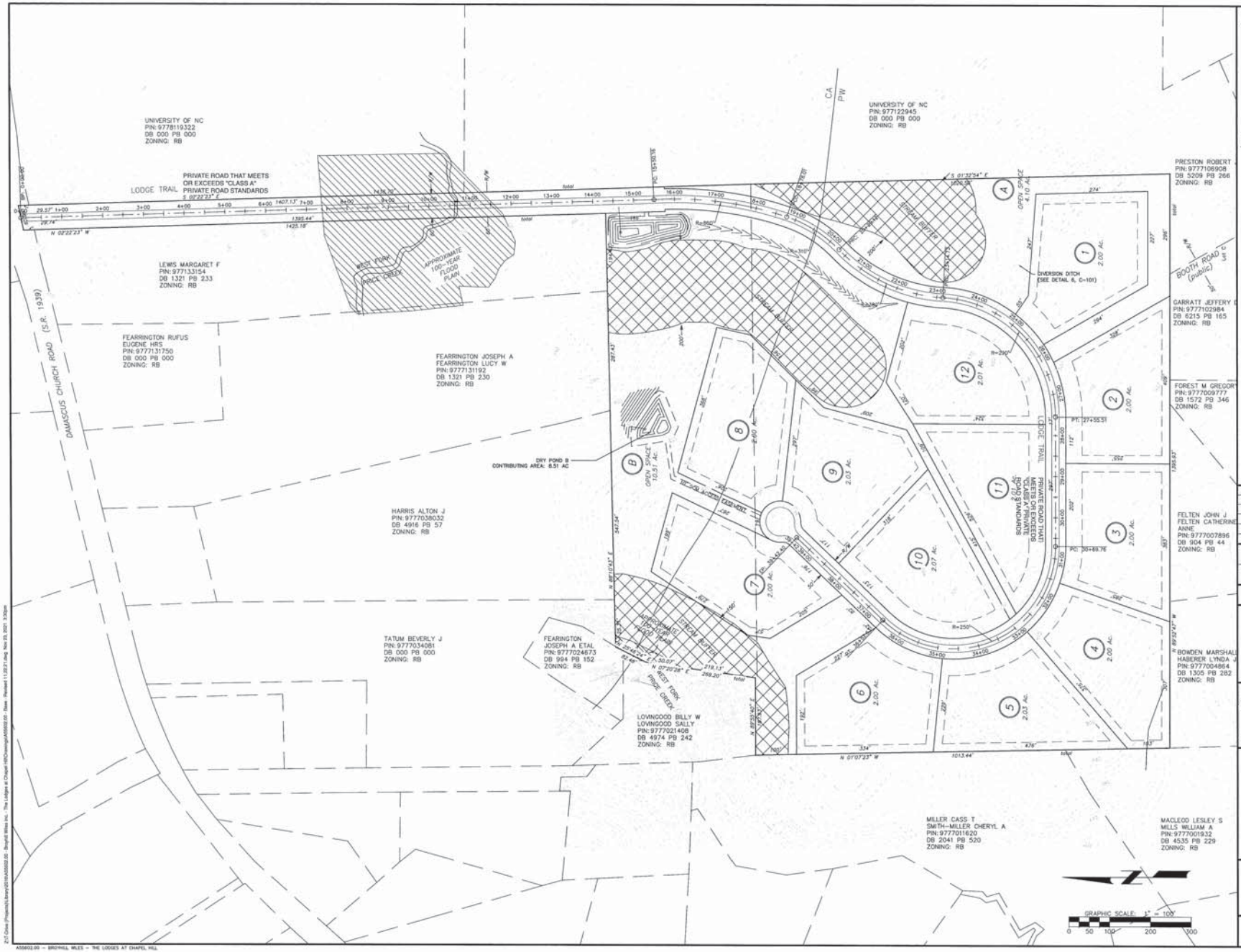
BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

EXISTING CONDITIONS

PROJECT NUMBER	DRAWING NUMBER
A55602.00	C-101



NOTES

1. SEE C-101 FOR GENERAL NOTES.

LEGEND

- PROPERTY LINE
- EXISTING INDEX CONTOUR
- EXISTING INTMD CONTOUR
- 110 PROPOSED INDEX CONTOUR
- PROPOSED INTERMEDIATE CONTOUR
- PROPOSED ROAD
- CENTERLINE
- PROPOSED LOT LINES
- EXISTING ADJ. PROPERTY
- SF SILT FENCE
- DITCH/FLOW DIRECTION
- LIMITS OF GRADING/ DISTURBANCE

REVISIONS		
NO.	DATE	DESCRIPTION
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3	10/1/21	PER ORANGE CO.
4	11/23/21	RELOCATE DRY POND A

PROJECT MANAGER:	PROJECT ENGINEER:
GSM	TAP
DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE: MARCH 26, 2019

NORTH CAROLINA PROFESSIONAL SEAL 17068 ENGINEER GARY S. MACCONNELL 12/7/2021

NORTH CAROLINA PROFESSIONAL SEAL 042668 ENGINEER Thomas A. Perdue 12/7/2021

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
LICENSE No. C-1039 MORRISVILLE, NORTH CAROLINA 27560
TEL: (919) 467-1239 FAX: (919) 319-6510

BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

PROPOSED SITE PLAN

PROJECT NUMBER	DRAWING NUMBER
A55602.00	C-102

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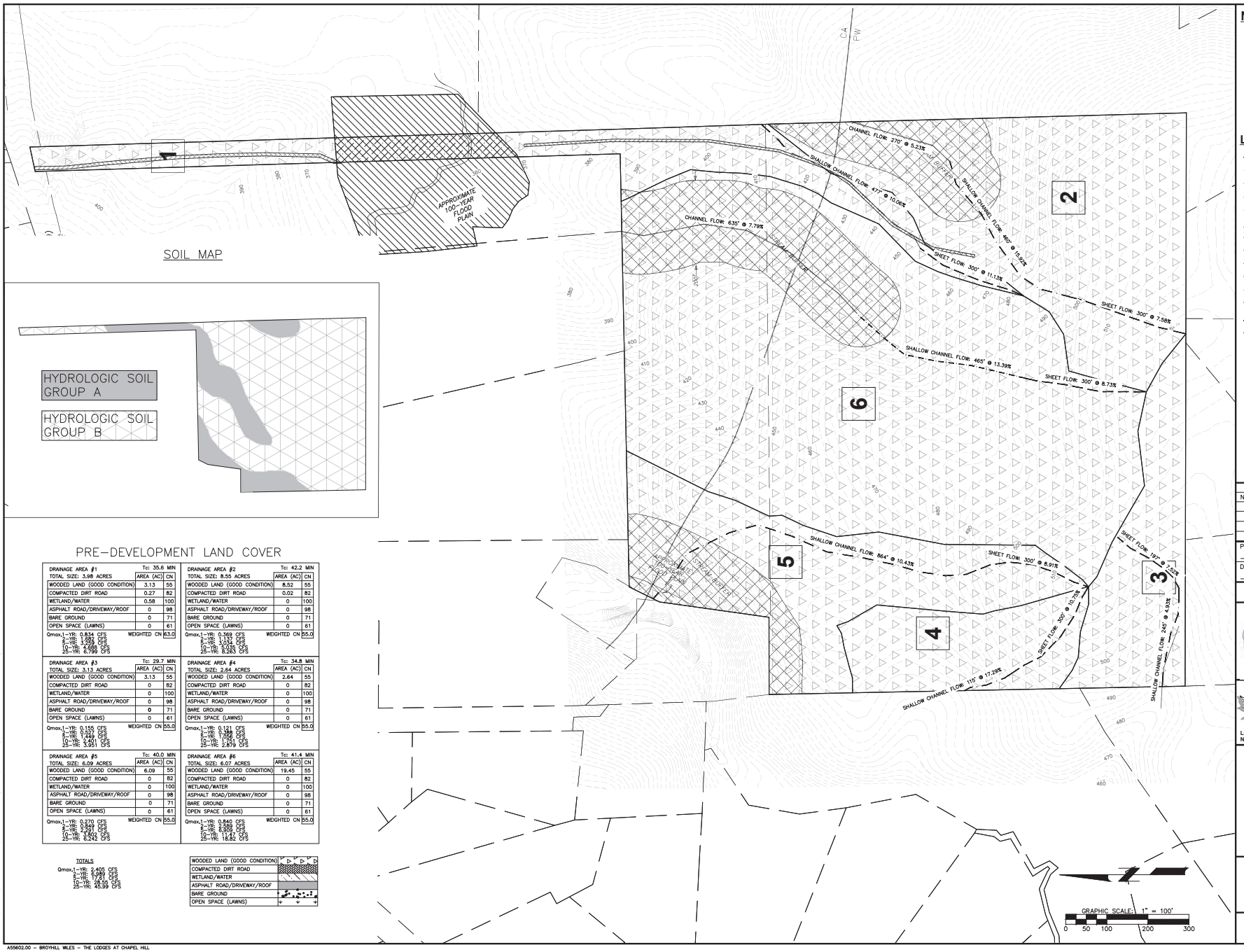

PRE-DEVELOPMENT LAND COVER

DRAINAGE AREA #1	Tc: 35.6 MIN	
TOTAL SIZE: 3.98 ACRES	AREA (AC)	CN
WOODED LAND (GOOD CONDITION)	3.13	55
COMPACTED DIRT ROAD	0.27	82
WETLAND/WATER	0.58	100
ASPHALT ROAD/DRIVEWAY/ROOF	0	98
BARE GROUND	0	71
OPEN SPACE (LAWNS)	0	61
	WEIGHTED CN	63.0

Qmax,1-YR: 0.834 CFS
2-YR: 1.982 CFS
5-YR: 2.998 CFS
10-YR: 4.688 CFS
25-YR: 6.799 CFS

DRAINAGE AREA #2	Tc: 42.2 MIN	
TOTAL SIZE: 8.55 ACRES	AREA (AC)	CN
WOODED LAND (GOOD CONDITION)	8.52	55
COMPACTED DIRT ROAD	0.02	82
WETLAND/WATER	0	100
ASPHALT ROAD/DRIVEWAY/ROOF	0	98
BARE GROUND	0	71
OPEN SPACE (LAWNS)	0	61
	WEIGHTED CN	55.0

Qmax,1-YR: 0.369 CFS
2-YR: 1.117 CFS
5-YR: 1.934 CFS
10-YR: 3.035 CFS
25-YR: 4.523 CFS

DRAINAGE AREA #3	Tc: 29.7 MIN	
TOTAL SIZE: 3.13 ACRES	AREA (AC)	CN
WOODED LAND (GOOD CONDITION)	3.13	55
COMPACTED DIRT ROAD	0	82
WETLAND/WATER	0	100
ASPHALT ROAD/DRIVEWAY/ROOF	0	98
BARE GROUND	0	71
OPEN SPACE (LAWNS)	0	61
	WEIGHTED CN	55.0

Qmax,1-YR: 0.155 CFS
2-YR: 0.527 CFS
5-YR: 1.449 CFS
10-YR: 2.401 CFS
25-YR: 3.951 CFS

DRAINAGE AREA #4	Tc: 34.8 MIN	
TOTAL SIZE: 2.64 ACRES	AREA (AC)	CN
WOODED LAND (GOOD CONDITION)	2.64	55
COMPACTED DIRT ROAD	0	82
WETLAND/WATER	0	100
ASPHALT ROAD/DRIVEWAY/ROOF	0	98
BARE GROUND	0	71
OPEN SPACE (LAWNS)	0	61
	WEIGHTED CN	55.0

Qmax,1-YR: 0.121 CFS
2-YR: 0.388 CFS
5-YR: 1.056 CFS
10-YR: 1.751 CFS
25-YR: 2.879 CFS

DRAINAGE AREA #5	Tc: 40.0 MIN	
TOTAL SIZE: 6.09 ACRES	AREA (AC)	CN
WOODED LAND (GOOD CONDITION)	6.09	55
COMPACTED DIRT ROAD	0	82
WETLAND/WATER	0	100
ASPHALT ROAD/DRIVEWAY/ROOF	0	98
BARE GROUND	0	71
OPEN SPACE (LAWNS)	0	61
	WEIGHTED CN	55.0

Qmax,1-YR: 0.270 CFS
2-YR: 0.849 CFS
5-YR: 2.231 CFS
10-YR: 3.802 CFS
25-YR: 6.242 CFS

DRAINAGE AREA #6	Tc: 41.4 MIN	
TOTAL SIZE: 6.07 ACRES	AREA (AC)	CN
WOODED LAND (GOOD CONDITION)	19.45	55
COMPACTED DIRT ROAD	0	82
WETLAND/WATER	0	100
ASPHALT ROAD/DRIVEWAY/ROOF	0	98
BARE GROUND	0	71
OPEN SPACE (LAWNS)	0	61
	WEIGHTED CN	55.0

Qmax,1-YR: 0.840 CFS
2-YR: 2.589 CFS
5-YR: 6.909 CFS
10-YR: 11.47 CFS
25-YR: 18.82 CFS

TOTALS
Qmax,1-YR: 2.405 CFS
2-YR: 6.989 CFS
5-YR: 17.61 CFS
10-YR: 28.55 CFS
25-YR: 45.99 CFS

WOODED LAND (GOOD CONDITION)
COMPACTED DIRT ROAD
WETLAND/WATER
ASPHALT ROAD/DRIVEWAY/ROOF
BARE GROUND
OPEN SPACE (LAWNS)

NOTES

1. SEE C-101 FOR GENERAL NOTES.
2. MANNINGS n FOR WOODED LAND = 0.60

LEGEND

- PROPERTY LINE
- 110 EXISTING INDEX CONTOUR
- EXISTING INTMD CONTOUR
- 110 PROPOSED INDEX CONTOUR
- PROPOSED INTERMEDIATE CONTOUR
- PROPOSED ROAD
- CENTERLINE
- PROPOSED LOT LINES
- EXISTING ADJ. PROPERTY
- SF SILT FENCE
- DITCH/FLOW DIRECTION
- LIMITS OF GRADING/ DISTURBANCE
- SHEET FLOW
- SHALLOW CHANNEL FLOW

REVISIONS		
NO.	DATE	DESCRIPTION
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2	08/31/21	RELOCATED DRY POND A
3	10/1/21	PER ORANGE CO.
4	11/23/21	RELOCATE DRY POND A

PROJECT MANAGER:	PROJECT ENGINEER:
GSM	TAP
DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE: MARCH 26, 2019

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 17269 11/23/2021 GLENN S. MACCONNELL

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042698 11/23/2021 Thomas A. Perkins

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
LICENSE No. C-1039 MORRISVILLE, NORTH CAROLINA 27560
TEL: (919) 467-1239 FAX: (919) 319-6510

BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

PRE-DEVELOPMENT LAND COVER

PROJECT NUMBER	DRAWING NUMBER
A55602.00	C-103

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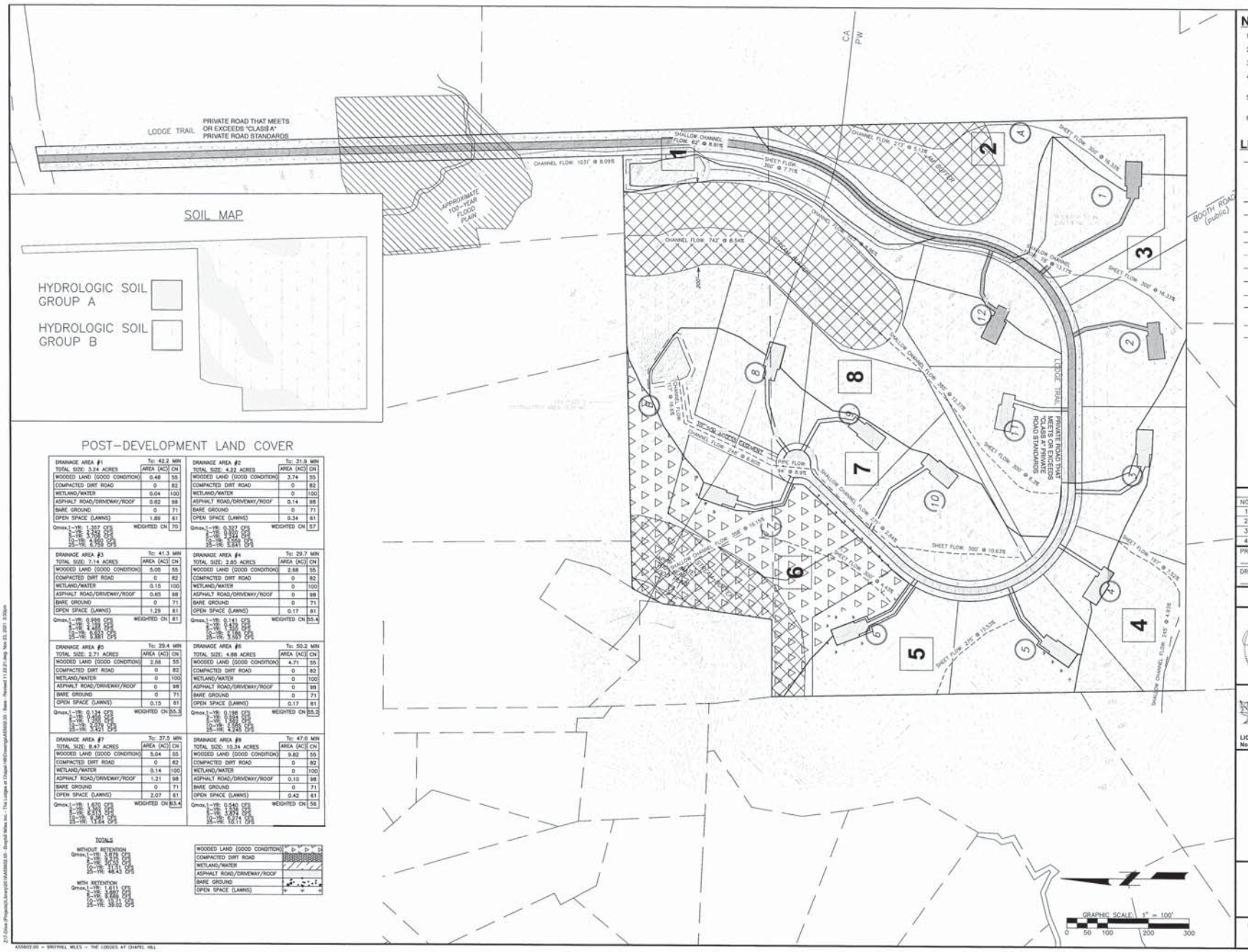

POST-DEVELOPMENT LAND COVER

DRAINAGE AREA #1	Tc: 42.2 MIN	
TOTAL SIZE: 3.24 ACRES	AREA (AC)	CN
WOODED LAND (GOOD CONDITION)	0.48	55
COMPACTED DIRT ROAD	0	82
WETLAND/WATER	0.04	100
ASPHALT ROAD/DRIVEWAY/ROOF	0.82	98
BARE GROUND	0	71
OPEN SPACE (LAWNS)	1.89	61
	WEIGHTED CN	70
Qmax,1-YR: 1.357 CFS 2-YR: 1.953 CFS 10-YR: 4.660 CFS 25-YR: 6.759 CFS		

DRAINAGE AREA #2	Tc: 31.9 MIN	
TOTAL SIZE: 4.22 ACRES	AREA (AC)	CN
WOODED LAND (GOOD CONDITION)	3.74	55
COMPACTED DIRT ROAD	0	82
WETLAND/WATER	0	100
ASPHALT ROAD/DRIVEWAY/ROOF	0.14	98
BARE GROUND	0	71
OPEN SPACE (LAWNS)	0.34	61
	WEIGHTED CN	57
Qmax,1-YR: 0.327 CFS 2-YR: 0.933 CFS 10-YR: 2.556 CFS 25-YR: 3.841 CFS		

DRAINAGE AREA #3	Tc: 41.3 MIN	
TOTAL SIZE: 7.14 ACRES	AREA (AC)	CN
WOODED LAND (GOOD CONDITION)	5.05	55
COMPACTED DIRT ROAD	0	82
WETLAND/WATER	0.15	100
ASPHALT ROAD/DRIVEWAY/ROOF	0.65	98
BARE GROUND	0	71
OPEN SPACE (LAWNS)	1.29	61
	WEIGHTED CN	61
Qmax,1-YR: 0.996 CFS 2-YR: 2.181 CFS 10-YR: 5.661 CFS 25-YR: 8.221 CFS		

DRAINAGE AREA #4	Tc: 29.7 MIN	
TOTAL SIZE: 2.85 ACRES	AREA (AC)	CN
WOODED LAND (GOOD CONDITION)	2.68	55
COMPACTED DIRT ROAD	0	82
WETLAND/WATER	0	100
ASPHALT ROAD/DRIVEWAY/ROOF	0	98
BARE GROUND	0	71
OPEN SPACE (LAWNS)	0.17	61
	WEIGHTED CN	55.4
Qmax,1-YR: 0.141 CFS 2-YR: 0.429 CFS 10-YR: 1.139 CFS 25-YR: 1.689 CFS		

DRAINAGE AREA #5	Tc: 29.4 MIN	
TOTAL SIZE: 2.71 ACRES	AREA (AC)	CN
WOODED LAND (GOOD CONDITION)	2.56	55
COMPACTED DIRT ROAD	0	82
WETLAND/WATER	0	100
ASPHALT ROAD/DRIVEWAY/ROOF	0	98
BARE GROUND	0	71
OPEN SPACE (LAWNS)	0.15	61
	WEIGHTED CN	55.3
Qmax,1-YR: 0.134 CFS 2-YR: 0.408 CFS 10-YR: 1.083 CFS 25-YR: 1.609 CFS		

DRAINAGE AREA #6	Tc: 50.2 MIN	
TOTAL SIZE: 4.88 ACRES	AREA (AC)	CN
WOODED LAND (GOOD CONDITION)	4.71	55
COMPACTED DIRT ROAD	0	82
WETLAND/WATER	0	100
ASPHALT ROAD/DRIVEWAY/ROOF	0	98
BARE GROUND	0	71
OPEN SPACE (LAWNS)	0.17	61
	WEIGHTED CN	55.3
Qmax,1-YR: 0.168 CFS 2-YR: 0.512 CFS 10-YR: 1.358 CFS 25-YR: 2.018 CFS		

DRAINAGE AREA #7	Tc: 37.5 MIN	
TOTAL SIZE: 8.47 ACRES	AREA (AC)	CN
WOODED LAND (GOOD CONDITION)	5.04	55
COMPACTED DIRT ROAD	0	82
WETLAND/WATER	0.14	100
ASPHALT ROAD/DRIVEWAY/ROOF	1.21	98
BARE GROUND	0	71
OPEN SPACE (LAWNS)	2.07	61
	WEIGHTED CN	63.4
Qmax,1-YR: 1.920 CFS 2-YR: 2.824 CFS 10-YR: 6.787 CFS 25-YR: 9.864 CFS		

DRAINAGE AREA #8	Tc: 47.0 MIN	
TOTAL SIZE: 10.34 ACRES	AREA (AC)	CN
WOODED LAND (GOOD CONDITION)	9.82	55
COMPACTED DIRT ROAD	0	82
WETLAND/WATER	0	100
ASPHALT ROAD/DRIVEWAY/ROOF	0.10	98
BARE GROUND	0	71
OPEN SPACE (LAWNS)	0.42	61
	WEIGHTED CN	56
Qmax,1-YR: 0.140 CFS 2-YR: 1.078 CFS 10-YR: 1.974 CFS 25-YR: 10.11 CFS		

TOTALS

WITHOUT RETENTION
Qmax,1-YR: 3.978 CFS
2-YR: 5.716 CFS
10-YR: 13.51 CFS
25-YR: 48.43 CFS

WITH RETENTION
Qmax,1-YR: 1.611 CFS
2-YR: 3.887 CFS
10-YR: 9.886 CFS
25-YR: 39.02 CFS

WOODED LAND (GOOD CONDITION)
COMPACTED DIRT ROAD
WETLAND/WATER
ASPHALT ROAD/DRIVEWAY/ROOF
BARE GROUND
OPEN SPACE (LAWNS)

NOTES

1. SEE C-101 FOR GENERAL NOTES.
2. MANNINGS N FOR WOODED LAND = 0.60.
3. IMPERVIOUS AREAS ARE ESTIMATES.
4. LOTS ARE LIMITED TO 4,000 SF OF IMPERVIOUS AREA.
5. LOTS ARE LIMITED TO A TOTAL OF 12,000 SF OF CLEARED AREA.
6. GRADE LOTS 3 THROUGH 10 TO DISCHARGE RUNOFF FROM IMPERVIOUS AREA INTO DRY POND.

LEGEND

- PROPERTY LINE
- EXISTING INDEX CONTOUR
- EXISTING INTMD CONTOUR
- 110 PROPOSED INDEX CONTOUR
- PROPOSED INTERMEDIATE CONTOUR
- PROPOSED ROAD
- CENTERLINE
- PROPOSED LOT LINES
- EXISTING ADJ. PROPERTY
- SF SILT FENCE
- DITCH/FLOW DIRECTION
- LIMITS OF GRADING/ DISTURBANCE
- SHEET FLOW
- SHALLOW CHANNEL FLOW

REVISIONS		
NO.	DATE	DESCRIPTION
1	02/13/20	PER ORANGE CO.
2	08/31/21	RELOCATED DRY POND A
3	10/1/21	PER ORANGE CO.
4	11/23/21	RELOCATE DRY POND A

PROJECT MANAGER:	PROJECT ENGINEER:
GSM	TAP
DRAWN BY:	CHECKED BY:
JOH/TAP	GSM

DATE: MARCH 26, 2019

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT SEAL 17069 GARY S. MACCONNELL 11/23/2021

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT SEAL 042555 11/23/2021 THOMAS A. PHIPPS

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P.O. BOX 129
LICENSE No. C-1039 MORRISVILLE, NORTH CAROLINA 27560
TEL: (919) 467-1239 FAX: (919) 319-6510

BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

POST-DEVELOPMENT LAND COVER

PROJECT NUMBER	DRAWING NUMBER
A55602.00	C-104

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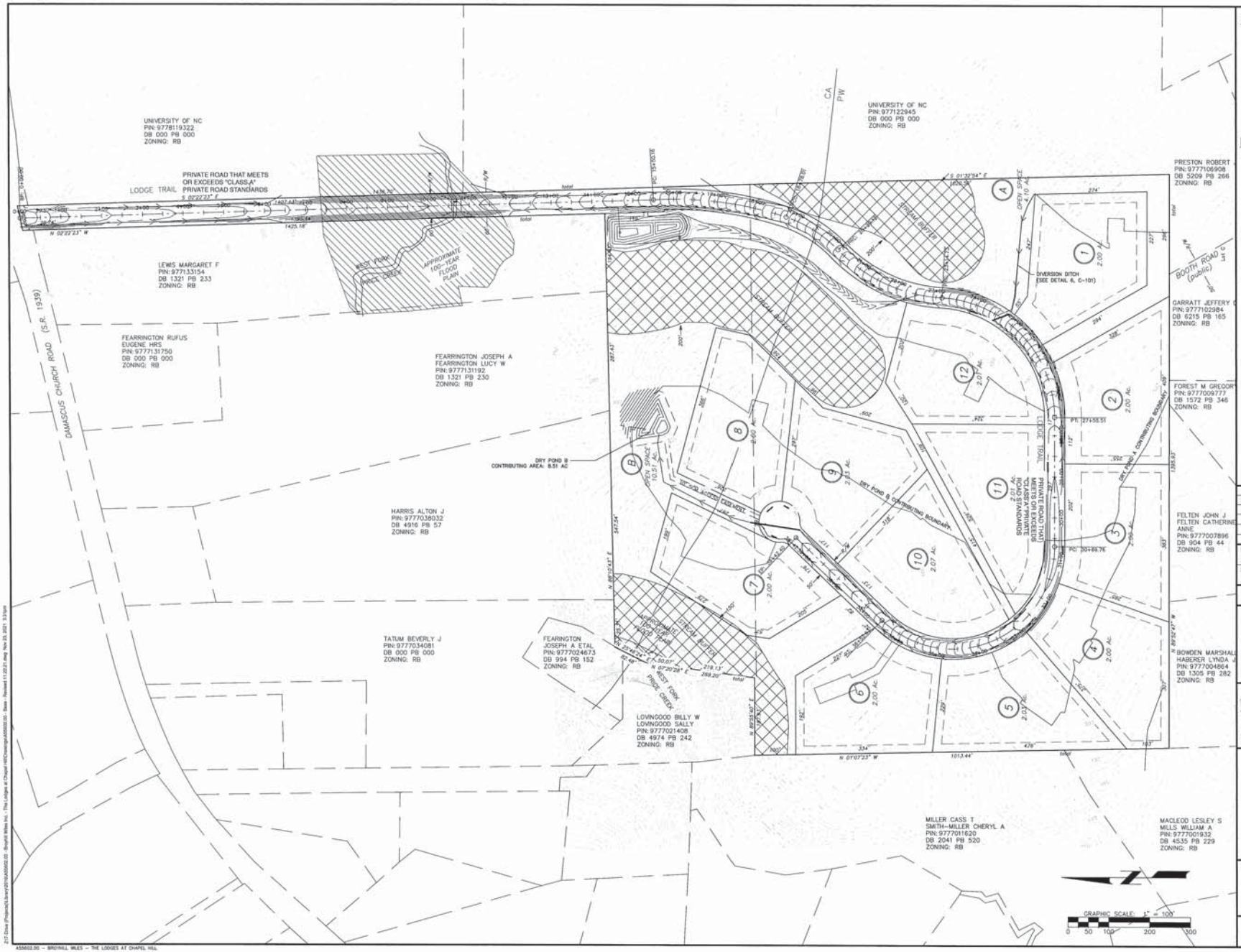

NOTES

1. SEE SHEET C-101 FOR GENERAL NOTES.
2. DRIVEWAY CULVERTS SHALL BE MINIMUM 18" RCP AT 2% SLOPE.
6. GRADE LOTS 3 THROUGH 10 TO DISCHARGE RUNOFF FROM IMPERVIOUS AREA INTO DRY POND B.

LEGEND

- PROPERTY LINE
- EXISTING INDEX CONTOUR
- EXISTING INTMD CONTOUR
- 110 PROPOSED INDEX CONTOUR
- PROPOSED INTERMEDIATE CONTOUR
- PROPOSED ROAD
- CENTERLINE
- PROPOSED LOT LINES
- EXISTING ADJ. PROPERTY
- SF SILT FENCE
- DITCH/FLOW DIRECTION
- LIMITS OF GRADING/ DISTURBANCE
- 18" RCP CULVERT

REVISIONS		
NO.	DATE	DESCRIPTION
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4	11/23/21	RELOCATE DRY POND A

PROJECT MANAGER:	PROJECT ENGINEER:
GSM	TAP
DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE: MARCH 26, 2019

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 17069 GARY R. MACCONNELL 11/23/2021

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042668 11/23/2021 Thomas A. Pepper

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
LICENSE MORRISVILLE, NORTH CAROLINA 27560
No. C-1039 TEL: (919) 467-1235 FAX: (919) 319-6510

BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

STORMWATER PLAN

PROJECT NUMBER	DRAWING NUMBER
A55602.00	C-105

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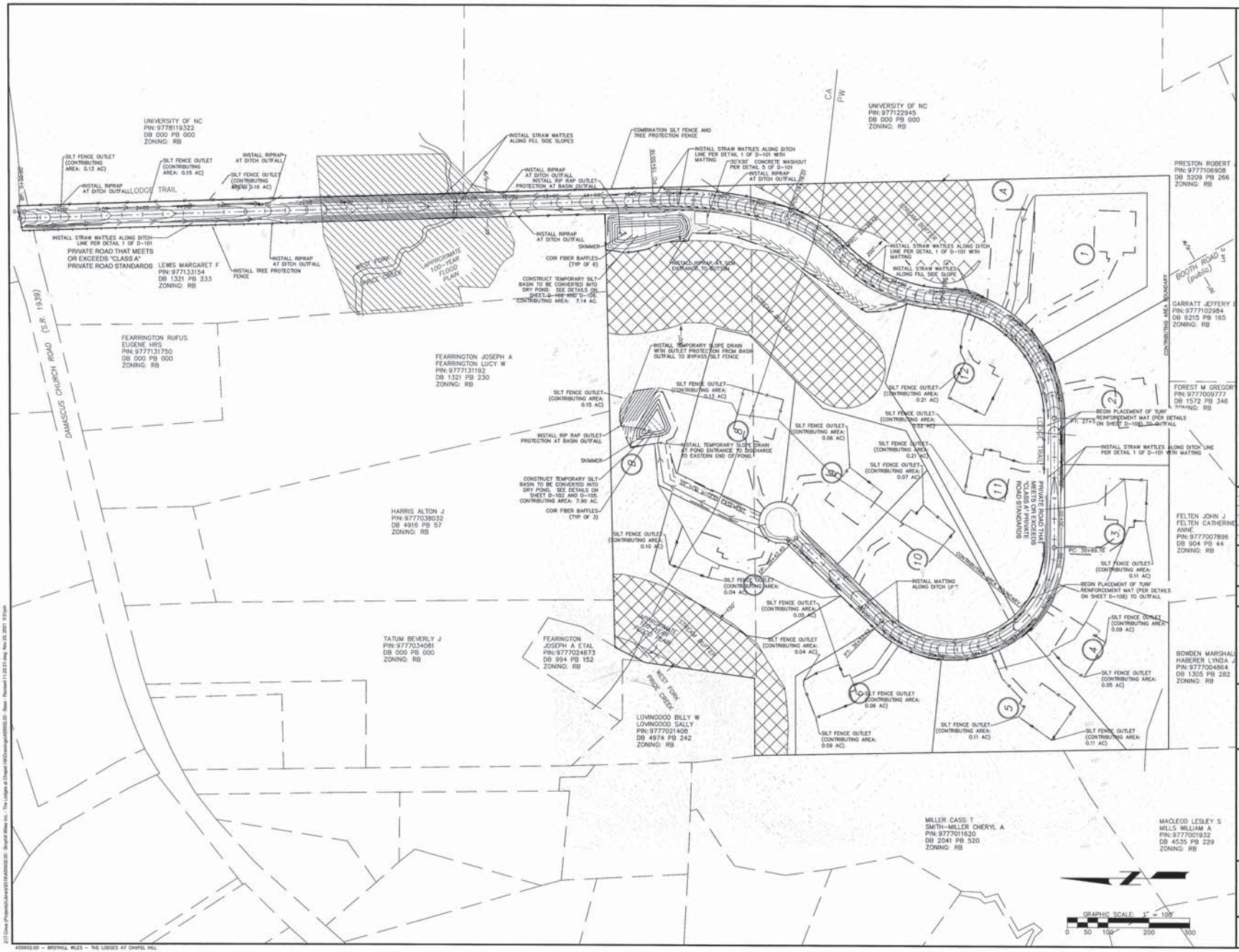

NOTES

1. SEE SHEET C-101 FOR GENERAL NOTES.
2. ALL SILT FENCING SHALL BE COMBINATION SILT FENCE AND TREE PROTECTION FENCING.
3. INSTALL TREE PROTECTION FENCING ALONG DISTURBANCE AREAS THAT DO NOT HAVE COMBINATION FENCING.
4. AREA OF DISTURBANCE = 11.14 AC
5. A PRECONSTRUCTION CONFERENCE SHALL OCCUR ONSITE PRIOR TO ANY LAND DISTURBANCE.
6. PERIMETER EROSION CONTROLS ARE TO BE INSTALLED WITH MINIMAL LAND DISTURBANCE.
7. SKIMMER BASIN IS REQUIRED TO BE FULLY FUNCTIONAL PRIOR TO MASS GRADING.

LEGEND

- PROPERTY LINE
- EXISTING INDEX CONTOUR
- EXISTING INTMD CONTOUR
- 110 PROPOSED INDEX CONTOUR
- PROPOSED INTERMEDIATE CONTOUR
- PROPOSED ROAD
- CENTERLINE
- PROPOSED LOT LINES
- EXISTING ADJ. PROPERTY
- SF SILT FENCE
- DITCH/FLOW DIRECTION
- LIMITS OF GRADING/ DISTURBANCE
- X TREE PROTECTION FENCE

REVISIONS		
NO.	DATE	DESCRIPTION
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PROJECT MANAGER:	PROJECT ENGINEER:
GSM	TAP
DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE: MARCH 26, 2019

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 17049 11/23/2021 GARY S. MACCONNELL

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042668 11/23/2021 THOMAS A. PYBURN

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
LICENSE No. C-1039 MORRISVILLE, NORTH CAROLINA 27560
TEL: (919) 467-1239 FAX: (919) 319-6510

BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

SEDIMENTATION AND EROSION CONTROL PLAN

PROJECT NUMBER	DRAWING NUMBER
A55602.00	C-106

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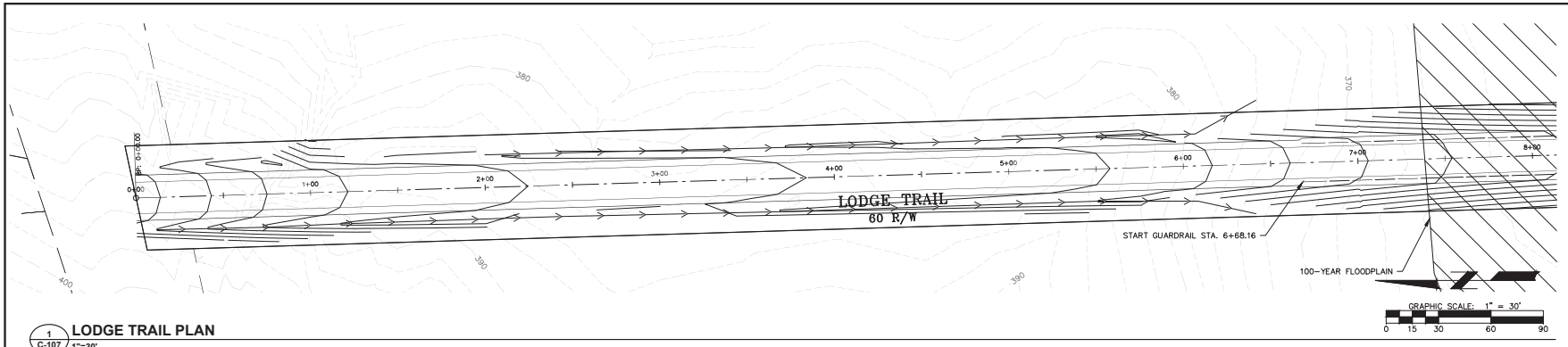
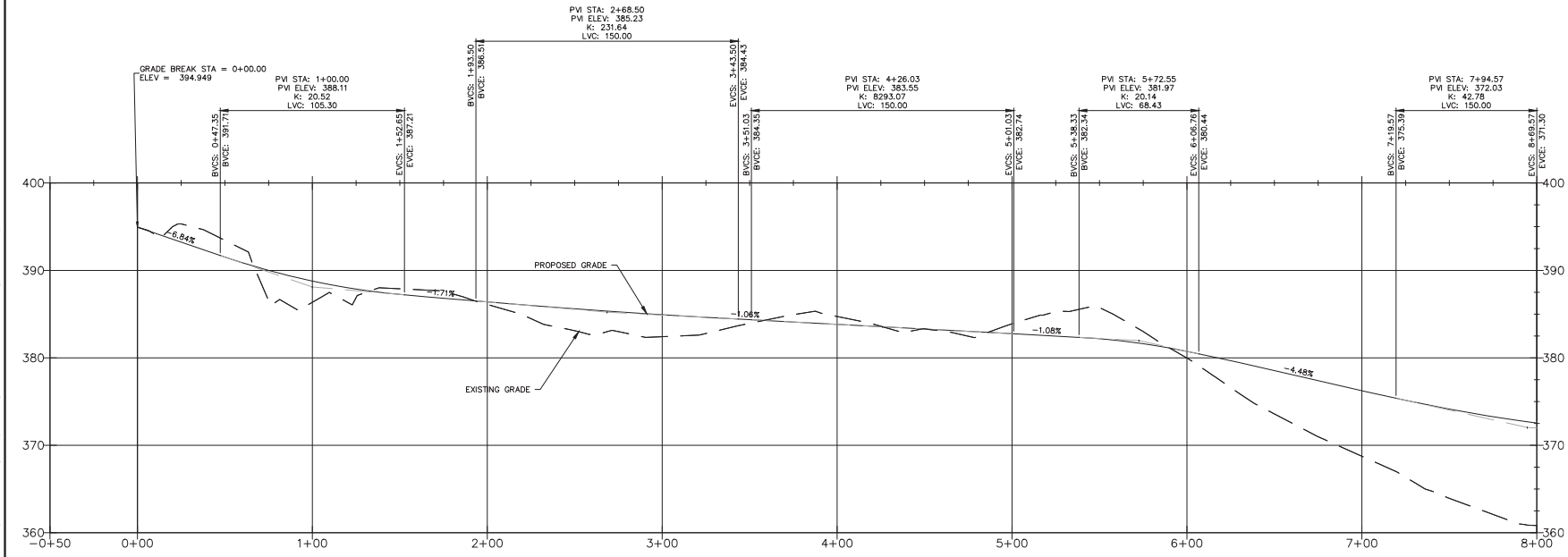


1 C-107 **LODGE TRAIL PLAN**
1"=30'



1 C-107 **LODGE TRAIL PROFILE**
HORIZONTAL SCALE 1"=30'; VERTICAL SCALE 1"=6'

NOTES

1. SEE SHEET C-101 FOR GENERAL NOTES.

LEGEND

- PROPERTY LINE
- 110 EXISTING INDEX CONTOUR
- EXISTING INTMD CONTOUR
- 110 PROPOSED INDEX CONTOUR
- PROPOSED INTERMEDIATE CONTOUR
- PROPOSED ROAD
- CENTERLINE
- PROPOSED LOT LINES
- EXISTING ADJ. PROPERTY
- SF SILT FENCE
- DITCH/FLOW DIRECTION
- LIMITS OF GRADING/ DISTURBANCE

REVISIONS		
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GSM	TAP
DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE:
MARCH 26, 2019

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501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
MORRISVILLE, NORTH CAROLINA 27560
LICENSE No. C-1039 TEL: (919) 467-1239 FAX: (919) 319-6510

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THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

LODGE TRAIL PLAN AND PROFILE 1

PROJECT NUMBER	DRAWING NUMBER
A55602.00	C-107

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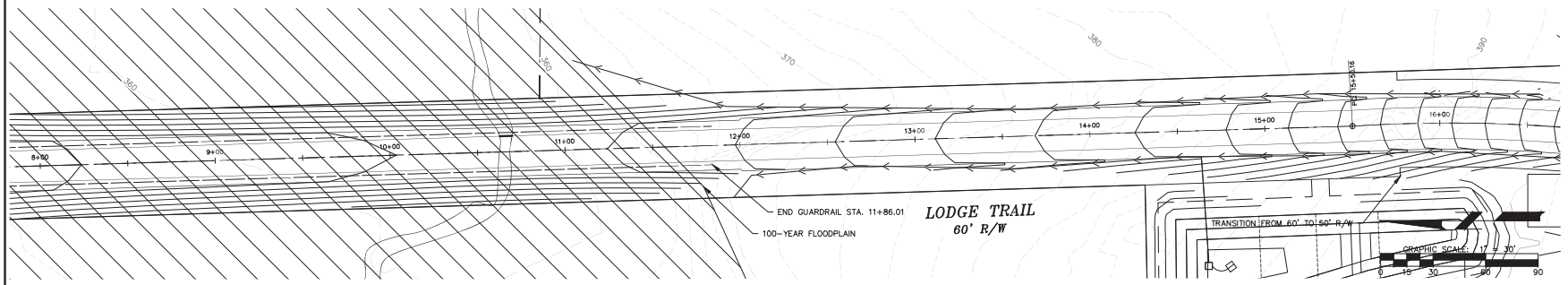
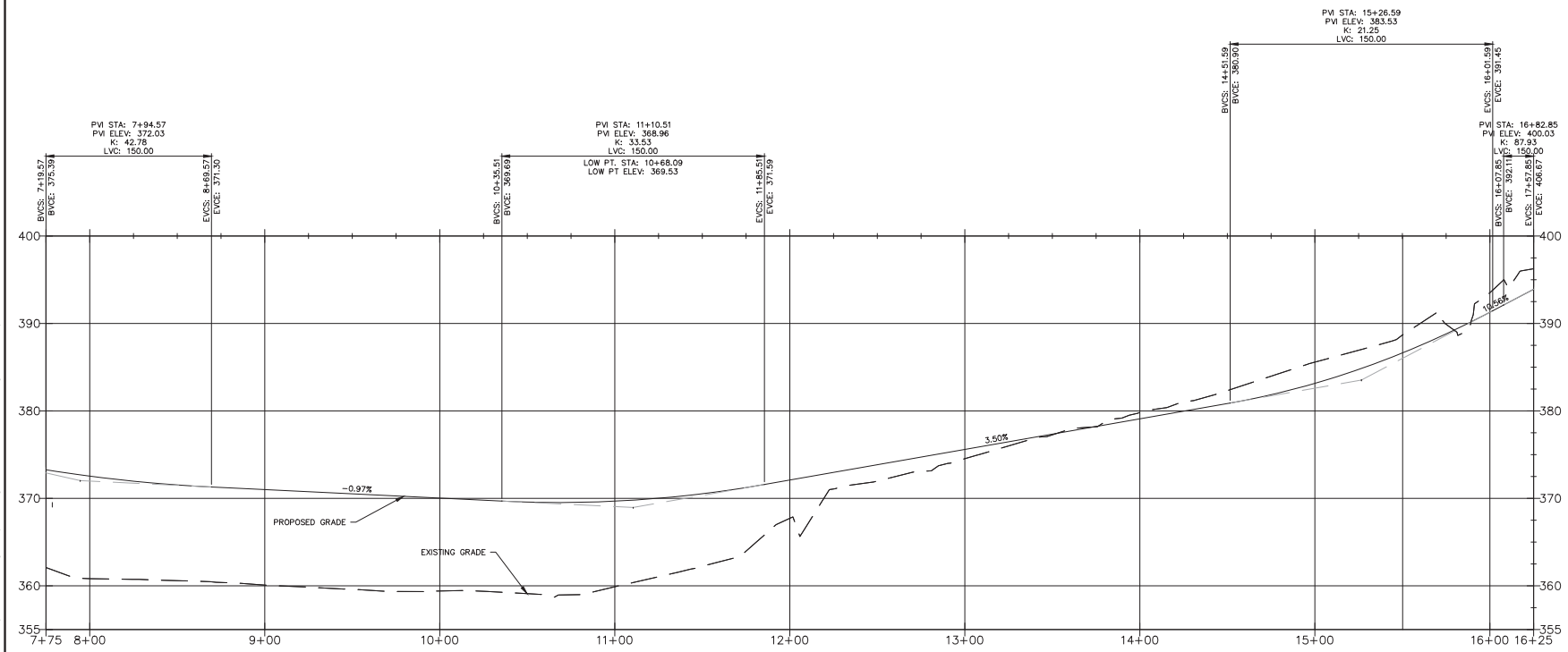


1 C-108 **LODGE TRAIL PLAN**
1"=30'



1 C-108 **LODGE TRAIL PROFILE**
HORIZONTAL SCALE 1"=30'; VERTICAL SCALE 1"=6'

NOTES

1. SEE SHEET C-101 FOR GENERAL NOTES.

LEGEND

- PROPERTY LINE
- 110 EXISTING INDEX CONTOUR
- EXISTING INTMD CONTOUR
- 110 PROPOSED INDEX CONTOUR
- PROPOSED INTERMEDIATE CONTOUR
- PROPOSED ROAD
- CENTERLINE
- PROPOSED LOT LINES
- EXISTING ADJ. PROPERTY
- SF SILT FENCE
- DITCH/FLOW DIRECTION
- LIMITS OF GRADING/ DISTURBANCE

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REVISIONS		
NO.	DATE	DESCRIPTION
1	02/13/20	PER ORANGE CO.
2	08/31/21	RELOCATED DRY POND A
3	10/1/21	PER ORANGE CO.
4	11/23/21	RELOCATE DRY POND A

PROJECT MANAGER:	PROJECT ENGINEER:
GSM	TAP
DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE:
MARCH 26, 2019

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
LICENSE MORRISVILLE, NORTH CAROLINA 27560
No. C-1039 TEL: (919) 467-1239 FAX: (919) 319-6510

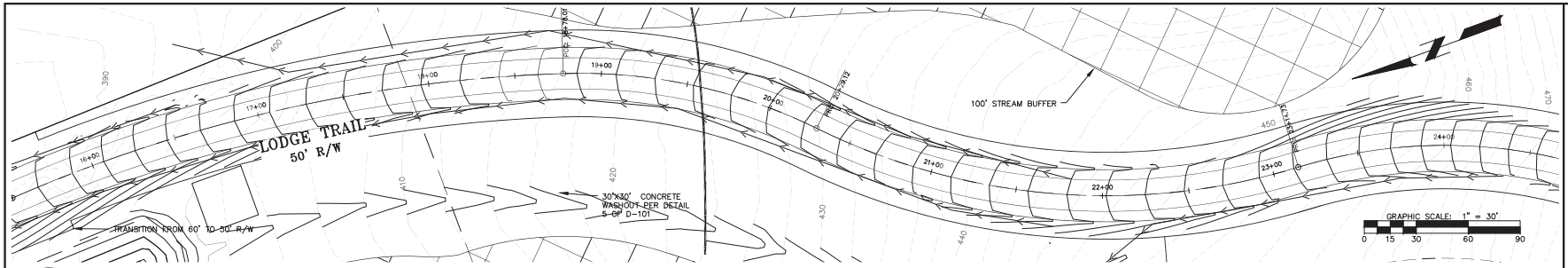
BROYHILL WILES

THE LODGES AT CHAPEL HILL

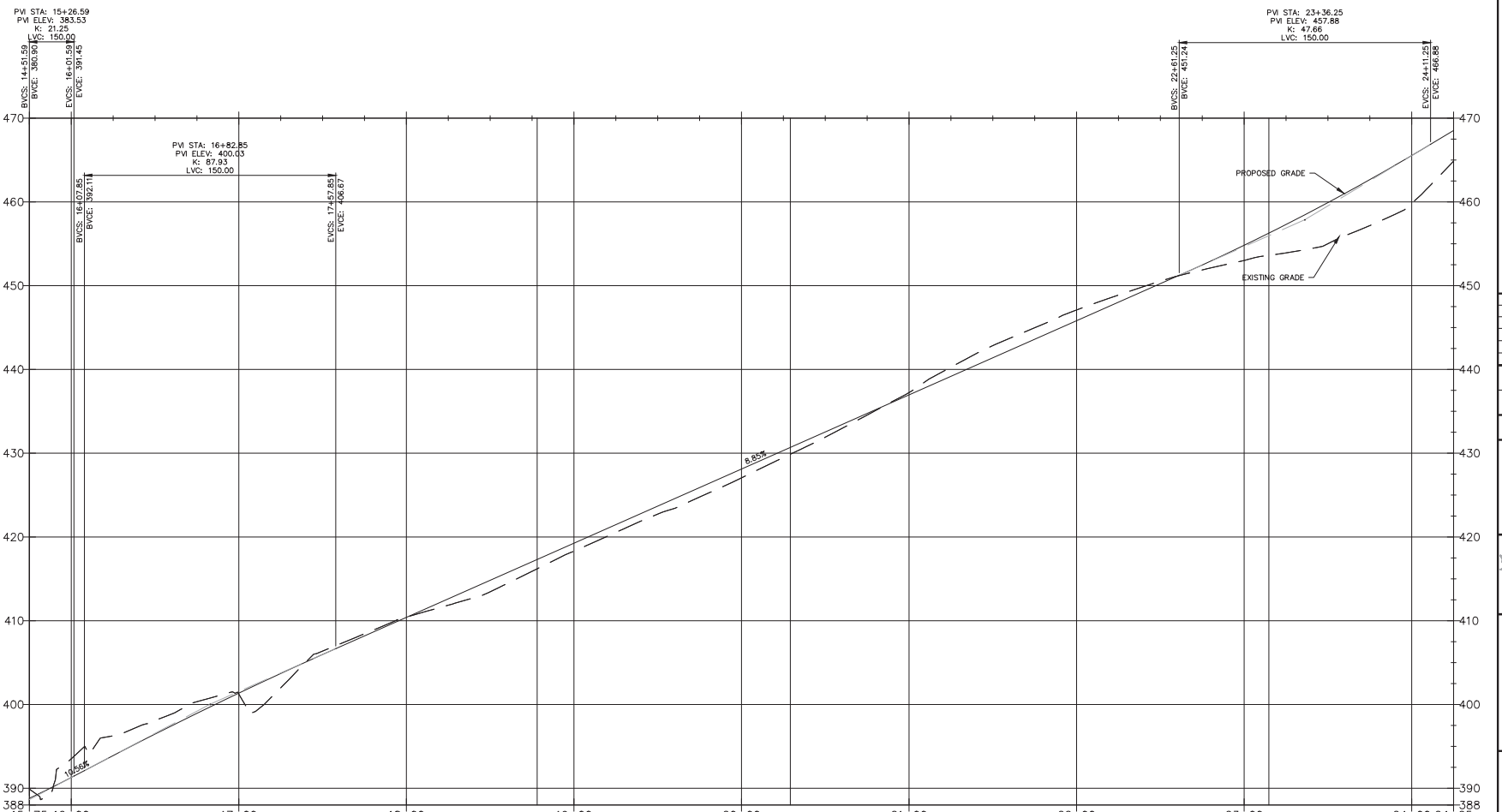
ORANGE COUNTY, NC

LODGE TRAIL PLAN AND PROFILE 2

PROJECT NUMBER	DRAWING NUMBER
A55602.00	C-108



1 C-109 **LODGE TRAIL PLAN**
1"=30'



1 C-109 **LODGE TRAIL PROFILE**
HORIZONTAL SCALE 1"=30'; VERTICAL SCALE 1"=6'

NOTES

1. SEE SHEET C-101 FOR GENERAL NOTES.

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DATE:
MARCH 26, 2019

NORTH CAROLINA PROFESSIONAL SEAL 17349 ENGINEER GLADE S. MACCONNELL 11/23/2021

NORTH CAROLINA PROFESSIONAL SEAL 042666 ENGINEER Thomas A. Perdue 11/23/2021

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
LICENSE No. C-1039 MORRISVILLE, NORTH CAROLINA 27560
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BROYHILL WILES

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LODGE TRAIL PLAN AND PROFILE 3

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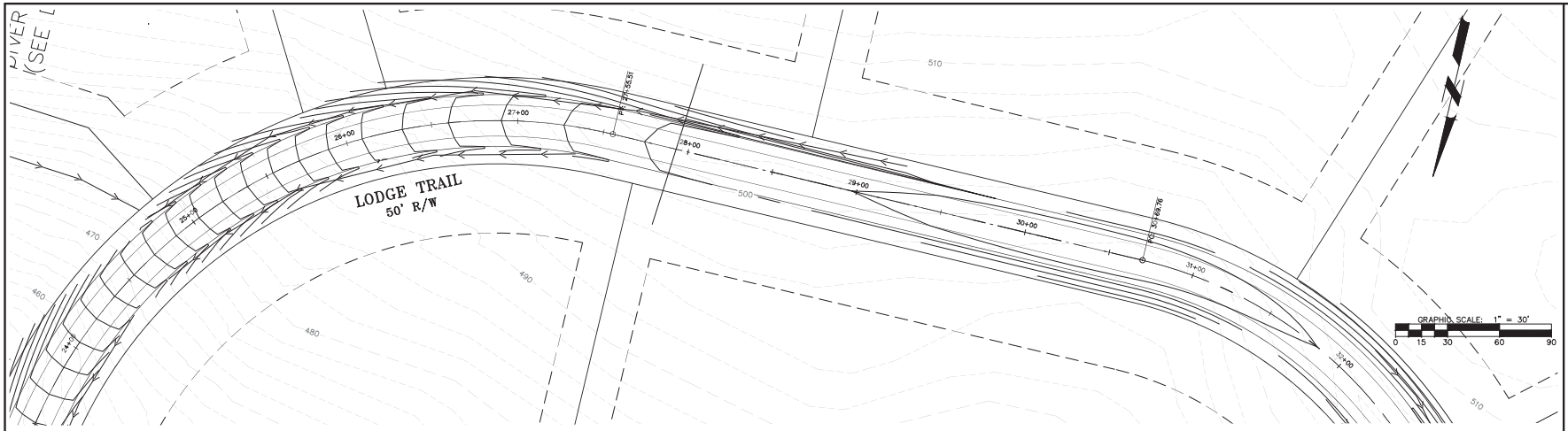
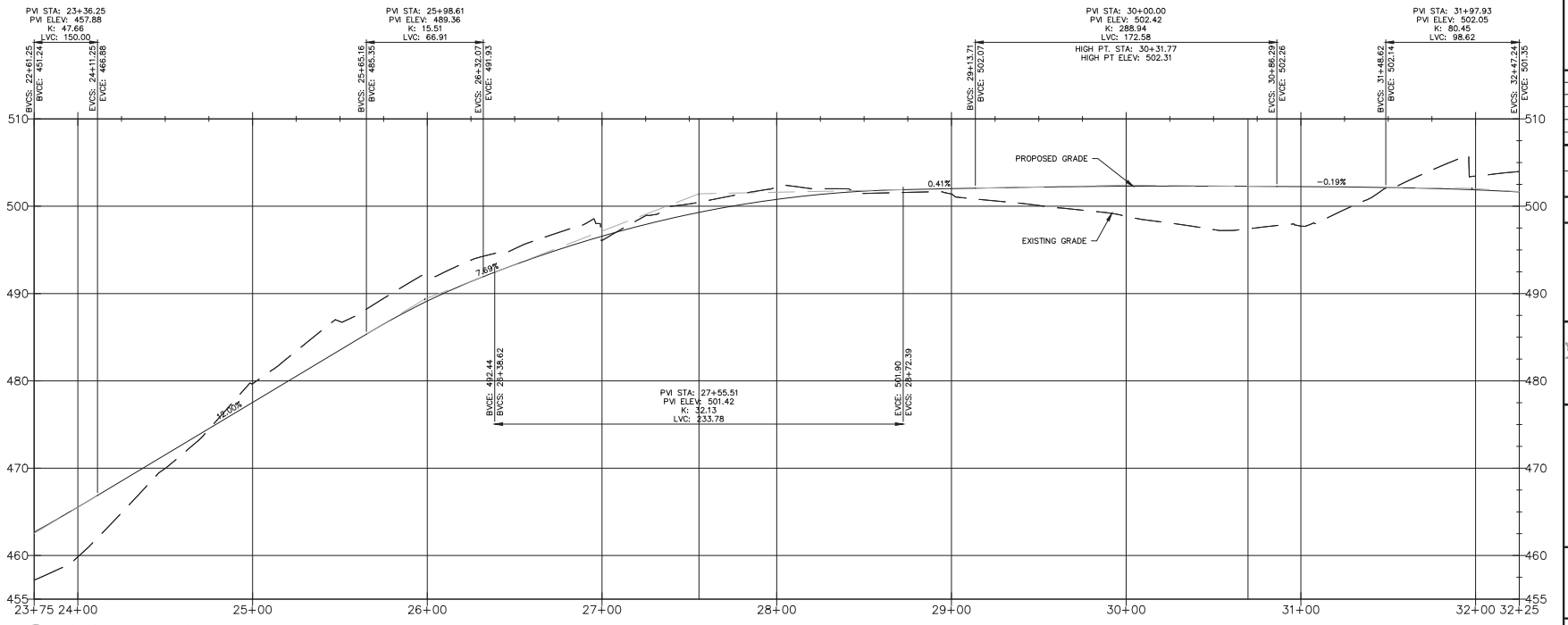


1 C-110 **LODGE TRAIL PLAN**
1"=30'



1 C-110 **LODGE TRAIL PROFILE**
HORIZONTAL SCALE 1"=30'; VERTICAL SCALE 1"=6'

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BROYHILL WILES

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ORANGE COUNTY, NC

LODGE TRAIL PLAN AND PROFILE 4

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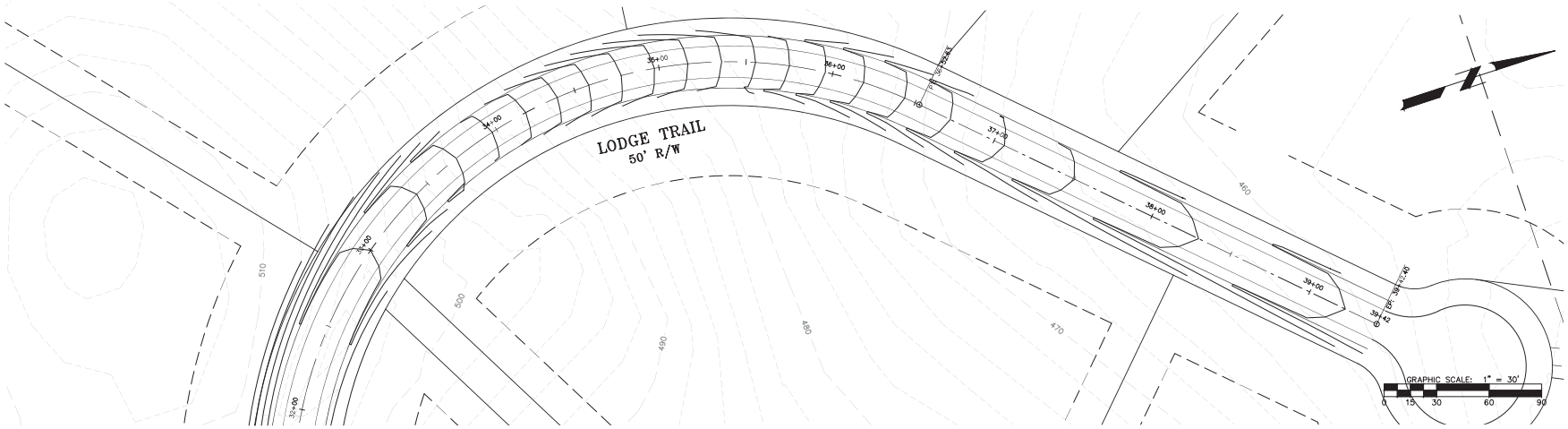
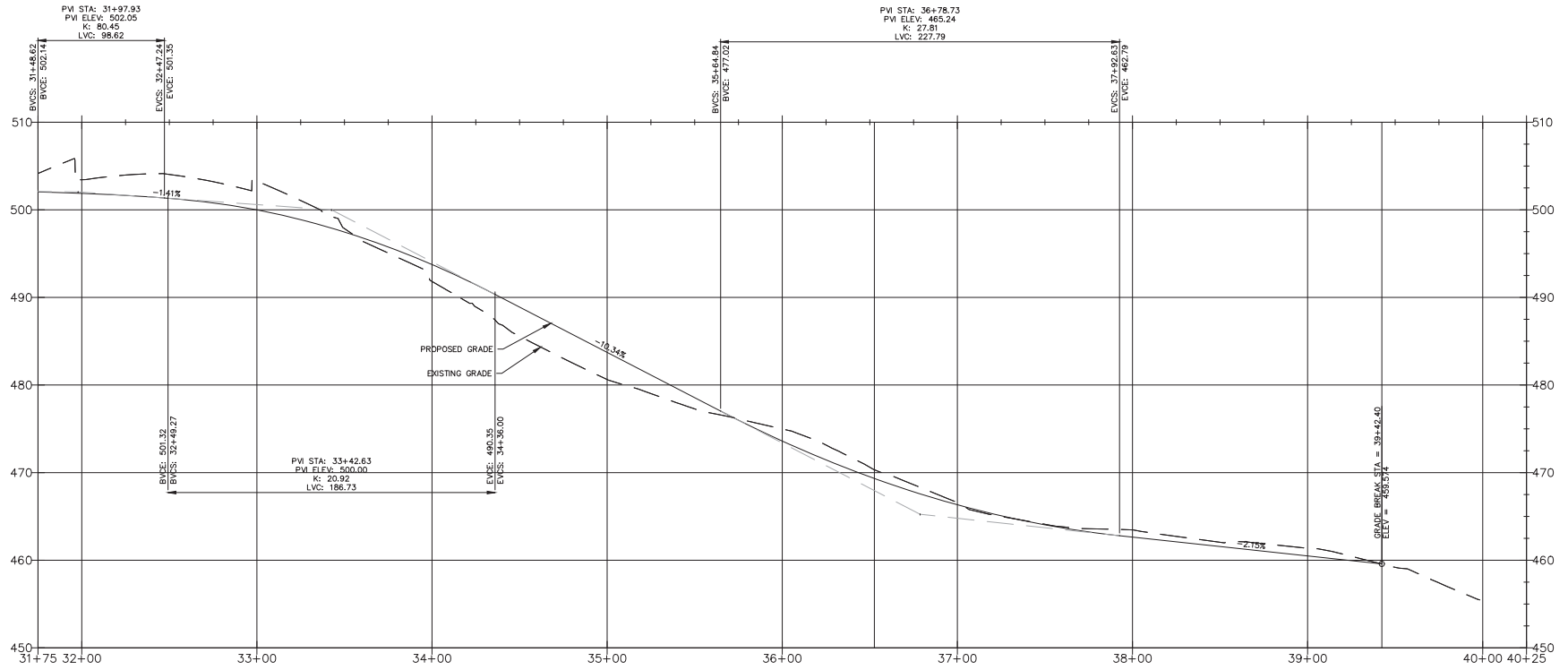


1 C-111 **LODGE TRAIL PLAN**
1"=30'



1 C-111 **LODGE TRAIL PROFILE**
HORIZONTAL SCALE 1"=30'; VERTICAL SCALE 1"=6'

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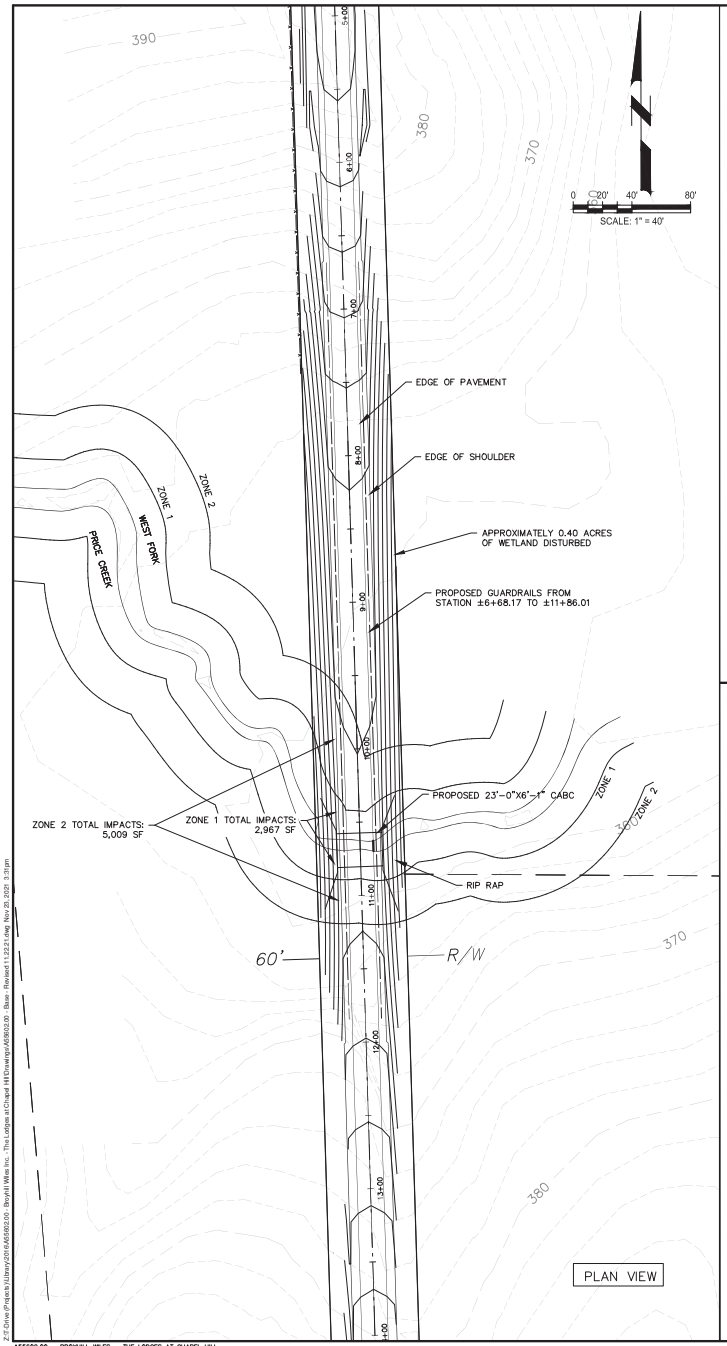
BROYHILL WILES

THE LODGES AT CHAPEL HILL

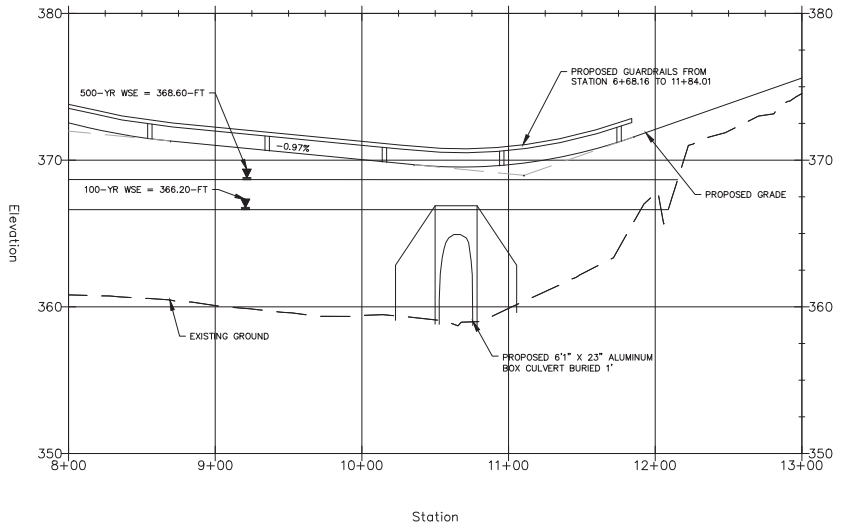
ORANGE COUNTY, NC

LODGE TRAIL PLAN AND PROFILE 5

PROJECT NUMBER	DRAWING NUMBER
A55602.00	C-111



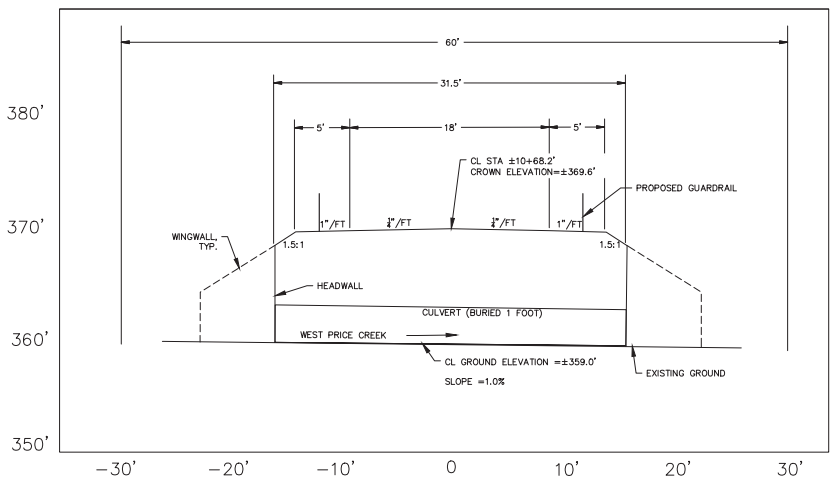
NOTE:
PROPOSED GUARDRAILS NOT TO SCALE



PROFILE VIEW

NOTE:
PROPOSED GUARDRAILS & WINGWALLS NOT TO SCALE

CULVERT CROSS SECTION



NOTES

1. SIDE SLOPE SEEDING MIXTURES WILL BE DESIGNED FOR STEEP SLOPES (LESS THAN 3:1) WITH LOW MAINTENANCE.
2. SIDE SLOPES LESS THEN 3:1 WILL BE REINFORCED WITH TURF REINFORCEMENT MATS.

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DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE:
MARCH 26, 2019

NORTH CAROLINA PROFESSIONAL SEAL 17069 ENGINEER GARY S. MACCONNELL 11/23/2021

NORTH CAROLINA PROFESSIONAL SEAL 042668 ENGINEER Thomas A. Person 11/23/2021

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
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LICENSE No. C-1039 TEL: (919) 467-1239 FAX: (919) 319-6510

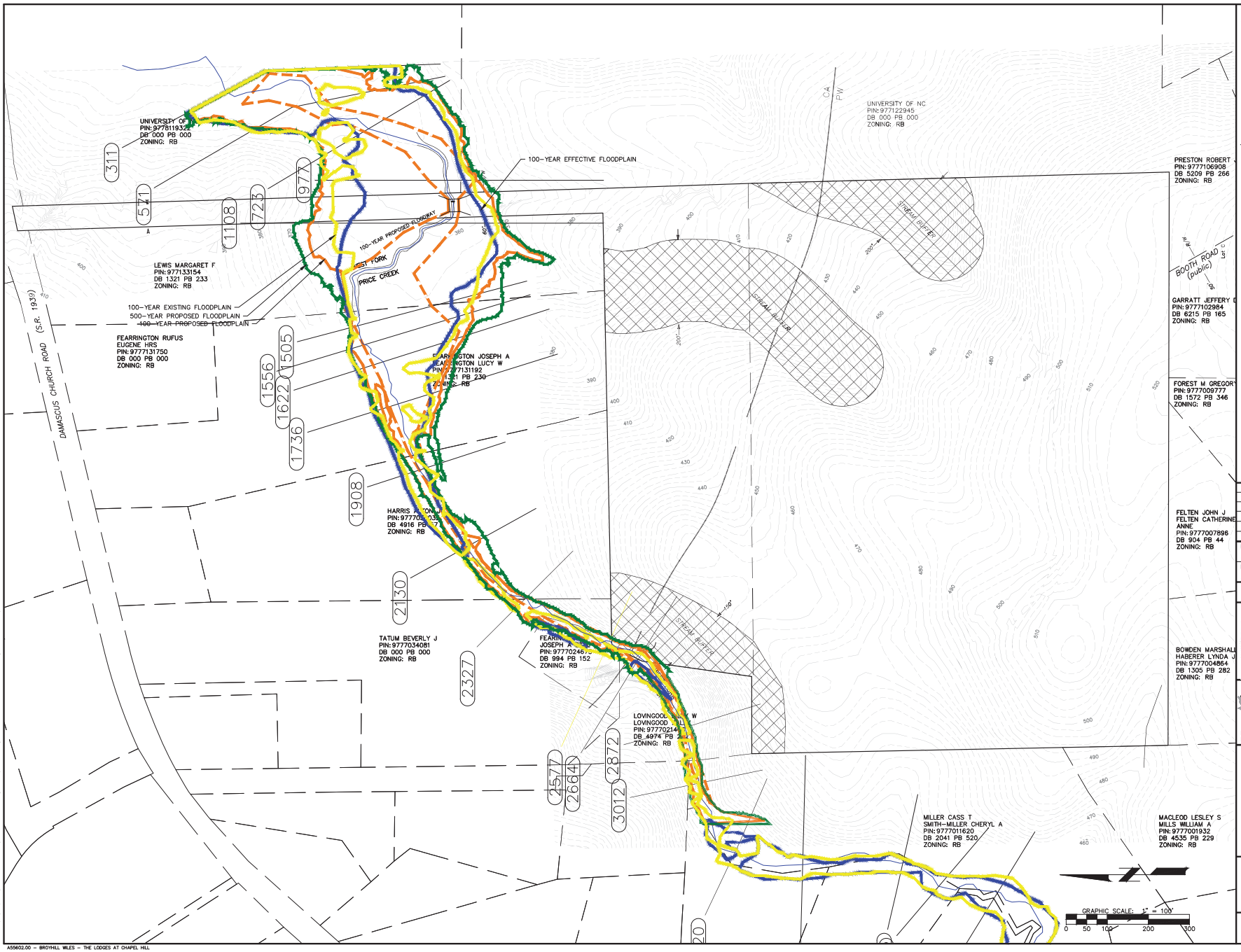
BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

STREAM CROSSING PLAN AND PROFILE

PROJECT NUMBER	DRAWING NUMBER
A55602.00	C-112



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- CENTERLINE
- PROPOSED LOT LINES
- EXISTING ADJ. PROPERTY
- SF SILT FENCE
- DITCH/FLOW DIRECTION
- LIMITS OF GRADING/ DISTURBANCE
- 100-YEAR EFFECTIVE FLOODPLAIN
- 100-YEAR EXISTING FLOODPLAIN
- 100-YEAR PROPOSED FLOODPLAIN
- 100-YEAR PROPOSED FLOODWAY
- 500-YEAR PROPOSED FLOODPLAIN

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BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

FLOODPLAIN MAP

PROJECT NUMBER	DRAWING NUMBER
A55602.00	C-113

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SEEDING SPECIFICATIONS

1. PERMANENT SEEDING: PERMANENT SEEDING IS REQUIRED FOR ALL AREAS DISTURBED BY CONSTRUCTION EXCEPT FOR AREAS COVERED BY STRUCTURES, PAVEMENTS, ETC.
2. TEMPORARY SEEDING: TEMPORARY SEEDING IS REQUIRED FOR THOSE AREAS DISTURBED BY CONSTRUCTION AND LEFT EXPOSED FOR PERIODS OF 14 DAYS OR MORE BEFORE BEING BROUGHT TO FINAL GRADE AND PERMANENTLY SEEDED.

*PRODUCTS:

MATERIALS:

1. FERTILIZER: PROVIDE 10-10-10 COMMERCIAL FERTILIZER CONFORMING TO STATUTORY REQUIREMENTS AND ALL RULES AND REGULATIONS ADOPTED BY THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE.
2. LIMESTONE: PROVIDE LIMESTONE CONFORMING TO ALL STATUTORY REQUIREMENTS AND ALL RULES AND REGULATIONS ADOPTED BY THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE.
3. SEEDING: PROVIDE SEED CONFORMING TO ALL STATUTORY REQUIREMENTS AND ALL RULES AND REGULATIONS ADOPTED BY THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE. PROVIDE SEED MIXTURES AS TABULATED BELOW. DELIVER SEED TO THE SITE IN ORIGINAL CONTAINERS BEARING THE APPROPRIATE GUARANTEED MIXTURES. SEED SHALL SHOW A PURITY OF NOT LESS THAN 90 PERCENT AND GERMINATION QUALITY OF NOT LESS THAN 85 PERCENT.

3A. TEMPORARY MIXTURE:

A. FOR DECEMBER 1st THROUGH APRIL 15th, THE MIXTURE SHALL CONSIST OF 120 lbs./ac. RYE (GRAIN) AND 50 lbs./ac. KOBE.

B. FOR APRIL 15th THROUGH AUGUST 15th, THE MIXTURE SHALL CONSIST OF 40 lbs./ac. GERMAN MILLET.

C. FOR AUGUST 15th THROUGH DECEMBER 30th, THE MIXTURE SHALL CONSIST OF 120 lbs./ac. RYE (GRAIN).

3B. PERMANENT MIXTURE:

A. THE PERMANENT SEED MIXTURE FOR GENERAL AREAS SHALL CONSIST OF 80 LBS./AC. OF TALL FESCUE, 10 LBS./AC. OF KOBE LESPEDEZA, 50 LBS./AC. PENSACOLA BAHIAGRASS, AND 30LBS./AC. SERICEA LESPEDEZA. THE BEST SEEDING DATES FOR THIS MIXTURE INCLUDE THE EARLY SPRING (FEBRUARY 15TH THROUGH MARCH 20TH) AND THE FALL (SEPTEMBER 1ST THROUGH SEPTEMBER 30TH).

B. OTHER MIXTURES: OTHER MIXTURES, AS APPROVED OR RECOMMENDED BY THE SOIL CONSERVATION SERVICE OR THE NORTH CAROLINA AGRICULTURAL EXTENSION OFFICE MAY BE USED.

4. MULCH: MULCH ALL SEEDED AREAS, EXCEPT WHERE JUTE MESH IS REQUIRED AND DURING PERMANENT SEEDING. USE UNDAMAGED, AIR-DRIED, THRESHED SMALL GRAIN STRAW FREE OF UNDESIRABLE WEED SEED. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING, BY ROVING, OR THROUGH USE OF A MULCH ANCHORING TOOL.
5. JUTE MESH: USE JUTE MESH, EXCELSIOR MATTING, OR OTHER EFFECTIVE LINING MATERIAL ON SEEDED AREAS WHERE SLOPE IS STEEPER THAN 2:1 (H/V), SUCH AS WITH GRASS-LINED CHANNELS. USE WOVEN JUTE YARN WEIGHING APPROXIMATELY 90 LBS. PER 100 SQ. YDS. AND HAVING 0.75-INCH OPENINGS.

*EXECUTION

1. FOLLOW PROCEDURES SET FORTH IN THE PUBLICATION "GUIDE FOR SEDIMENT CONTROL ON CONSTRUCTION SITES IN NORTH CAROLINA" BY THE SOIL CONSERVATION SERVICE OF THE UNITED STATES DEPARTMENT OF AGRICULTURE, AND AS SPECIFIED HEREIN.
2. SPREAD A MINIMUM OF FOUR (4) INCHES OF TOP SOIL OVER ALL DISTURBED AREAS TO THE FINISHED GRADE.
3. REMOVE ALL GRASS AND WEEDS AND SHAPE THE OVERALL AREA TO EVEN OUT HIGH AND LOW SPOTS.
4. SCARIFY SOIL TO A DEPTH OF THREE (3) INCHES AND WORK INTO A SATISFACTORY SEED BED BY DISKING OR THROUGH THE USE OF CULTIPACKERS, HARROWS, DRAGS, OR OTHER APPROVED MEANS.
5. THE PREPARATION OUTLINED ABOVE SHALL NOT BE DONE WHEN THE SOIL IS FROZEN, WET, OR OTHERWISE IN AN UNFAVORABLE CONDITION.
6. BEGIN AND COMPLETE SEEDING OPERATIONS, AS OUTLINED BELOW, AS SOON AS POSSIBLE AFTER FINAL OR INTERMEDIATE GRADING IS COMPLETED.
7. DISTRIBUTE LIME AND FERTILIZER, AS REQUIRED, UNIFORMLY OVER THE SEED BED. HARROW RAKE OR OTHERWISE WORK THESE ADDITIONS INTO THE SEED BED.
8. DISTRIBUTE SEED UNIFORMLY OVER THE ESTABLISHED SEED BED. LIGHTLY RAKE THE SURFACE OF THE SEED BED IN ORDER TO COVER SEED TO A MAXIMUM DEPTH OF 0.25 INCH.
9. COMPACT THE SEED BED WITH AN APPROVED ROLL OR DRAG AFTER COVERING THE SEED.
10. NO LIME, FERTILIZER, OR SEED SHALL BE APPLIED DURING A STRONG WIND, WHEN THE SOIL IS WET, OR WHEN THE SOIL IS OTHERWISE UNWORKABLE. SHOULD RAIN FOLLOW SEEDING BEFORE ROLLING IS INITIATED, THE SEED BED SHALL NOT BE ROLLED.
11. NO RIP-RAP IS TO BE PLACED ALONG THE BANKS OF NEW FILL. MAINTAIN THE AREA AND REPAIR ANY EROSION DAMAGE UNTIL A PERMANENT GROUND COVER IS ESTABLISHED. USE MULCH OR MESH AS REQUIRED.

*APPLICATION

TEMPORARY SEEDING: FOR DECEMBER 1st THROUGH AUGUST 15th:

1. APPLY LIME ACCORDING TO THE SOIL TESTS OR AT A RATE OF 2000 lbs./ac. BEFORE SEEDING.
2. APPLY FERTILIZER ACCORDING TO THE SOIL TESTS OR AT A RATE OF 750 lbs./ac.
3. SEED THE SEED BED WITH THE SPECIFIED SEED MIXTURE AT THE SPECIFIED RATE FOR THE RECOMMENDED PLANTING SEASON.
4. APPLY GRAIN STRAW AT A RATE OF 4000 lbs./ac. OR PROVIDE EQUIVALENT COVER OF ANOTHER SUITABLE COVER. MULCH SHALL BE ANCHORED IN A SUITABLE WAY. WHERE JUTE MESH IS REQUIRED, APPLY THE PRODUCT ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS AND ANCHOR WITH STEEL HAIRPIN-SHAPED WIRE STAPLES.
5. REFERTILIZE SEED BED IF GROWTH IS NOT FULLY ADEQUATE, AS DETERMINED BY THE ENGINEER. RE-SEED, FERTILIZE, AND MULCH ALL DAMAGED, BARE, AND ERODED AREAS IMMEDIATELY AND UNTIL A SUITABLE COVER IS ESTABLISHED.

TEMPORARY SEEDING: FOR AUGUST 15th THROUGH DECEMBER 30th:

1. APPLY LIME ACCORDING TO THE SOIL TESTS OR AT A RATE OF 2000 lbs./ac. BEFORE SEEDING.
2. APPLY FERTILIZER ACCORDING TO THE SOIL TESTS OR AT A RATE OF 1000 lbs./ac.
3. SEED THE SEED BED WITH THE SPECIFIED SEED MIXTURE AT THE SPECIFIED RATE FOR THE RECOMMENDED PLANTING SEASON.
4. APPLY GRAIN STRAW AT A RATE OF 4000 lbs./ac. OR PROVIDE EQUIVALENT COVER OF ANOTHER SUITABLE COVER. MULCH SHALL BE SUITABLY ANCHORED. WHERE JUTE MESH IS REQUIRED, APPLY THE PRODUCT ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS AND ANCHOR WITH STEEL HAIRPIN-SHAPED WIRE STAPLES.
5. REFERTILIZE SEED BED IF GROWTH IS NOT FULLY ADEQUATE, AS DETERMINED BY THE ENGINEER. RE-SEED, FERTILIZE, AND MULCH ALL DAMAGED, BARE, AND ERODED AREAS IMMEDIATELY AND UNTIL A SUITABLE COVER IS ESTABLISHED.

PERMANENT SEEDING: APPLICATION OF LIME, FERTILIZER, SEED, AND MULCH:

1. WHERE A NEAT APPEARANCE IS DESIRED, OMIT SERICEA AND INCREASE KOBE TO 40 LBS./AC.
2. SOIL AMENDMENTS: APPLY LIME AND FERTILIZER ACCORDING TO SOIL TESTS, OR APPLY 3000-5000 LBS./AC. GROUND AGRICULTURAL LIMESTONE AND 1000 LBS./AC. 10-10-10 FERTILIZER.
3. SEED THE SEED BED WITH THE SPECIFIED SEED MIXTURE AT THE SPECIFIED RATE DURING RECOMMENDED PLANTING SEASONS. IF GRADING IS COMPLETED AT TIMES OTHER THAN THE RECOMMENDED SEASON, PROVIDE TEMPORARY SEEDING OR OTHER EROSION AND SEDIMENTATION PROTECTION APPROVED BY THE ENGINEER UNTIL THE APPROPRIATE PLANTING SEASON BEGINS.
4. MULCH: APPLY 4000 LBS./AC. GRAIN STRAW OR EQUIVALENT COVER OF ANOTHER SUITABLE MULCH. ANCHOR BY TACKING ASPHALT, ROVING, OR NETTING OR BY CRIMPING WITH A MULCH ANCHORING TOOL. A DISC WITH BLADES SET NEARLY STRAIGHT MAY BE USED AS A MULCH ANCHORING TOOL.
5. MAINTENANCE: IF GROWTH IS LESS THAN FULLY ADEQUATE, REFERTILIZE IN THE SECOND YEAR, ACCORDING TO SOIL TESTS OR TOP DRESS WITH 500 LBS./AC. 10-10-10 FERTILIZER. MOW AS NEEDED WHEN SERICEA IS OMITTED FROM THE MIXTURE. RESEED, FERTILIZE, AND MULCH DAMAGED AREAS IMMEDIATELY.

CONSTRUCTION SCHEDULE

THE CONTRACTOR MUST COMPLY WITH THE REQUIREMENTS HEREIN:

1. INSTALL CONSTRUCTION ENTRANCE, SILT FENCE, TREE PROTECTION FENCE, STRAW WADDLES, AND DIVERSION BERMS AS SHOWN ON DRAWINGS AND AS DIRECTED BY THE CONSTRUCTION ENGINEER.
2. CLEAR, GRUB, AND STRIP TOPSOIL TO THE LIMITS REQUIRED AND IN ACCORDANCE WITH "SECTION 02100 – SITE PREPARATION AND EARTHWORK" OF THE CONTRACT SPECIFICATIONS. STOCKPILE TOPSOIL AND SUITABLE FILL MATERIAL AS REQUIRED AND DISPOSE OF WASTE MATERIAL ON AN APPROVED SITE OR FACILITY.
3. BEGIN EXCAVATION AND GRADING ACTIVITIES AFTER ALL REQUIRED EROSION CONTROL MEASURES HAVE BEEN INSTALLED AND CONSTRUCTED FOR THE AREAS TO BE WORKED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED WEEKLY AND AFTER EVERY HEAVY RUNOFF-PRODUCING RAINFALL. NEEDED REPAIRS SHALL BE MADE IMMEDIATELY.
4. INSTALL UNDERGROUND UTILITIES.
5. ALL DISTURBED AREAS SHALL BE EITHER TEMPORARILY OR PERMANENTLY STABILIZED WITH GROUND COVER AS SOON AS PRACTICABLE. SLOPES STEEPER THAN 3:1 SHALL BE STABILIZED WITHIN 7 DAYS OF THE LAND DISTURBING ACTIVITY. SLOPES FLATTER THAN 3:1 SHALL BE STABILIZED WITHIN 14 DAYS OF THE LAND DISTURBING ACTIVITY.
6. COMPLETE FINAL GRADING FOR PARKING LOT, ACCESS DRIVE, AND MODULAR BUILDINGS.
7. COMPLETE FINAL GRADING OF GROUNDS, TOPSOIL CRITICAL AREAS, AND PERMANENTLY VEGETATE, LANDSCAPE, AND MULCH.

MAINTENANCE PLAN

ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED WEEKLY AND AFTER EACH HEAVY RUNOFF-PRODUCING RAINFALL EVENT AND SELF-MONITORED ACCORDING TO NPDES REQUIREMENTS. ALL NEEDED REPAIRS SHALL BE MADE IMMEDIATELY TO PREVENT FURTHER DAMAGE AND EROSION. STRUCTURES THAT SHALL BE MAINTAINED INCLUDE:

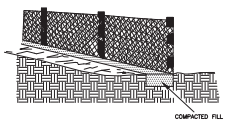
CONSTRUCTION ENTRANCE/EXIT: INSPECT CONSTRUCTION ROAD SURFACE REGULARLY, MAINTAIN IN A CONDITION TO PREVENT SEDIMENT FROM LEAVING THE SITE, AND TOP-DRESS GRAVEL PAD WHEN NEEDED. SEDIMENT TRANSPORTED TO PUBLIC ROADS SHALL BE REMOVED DAILY.

DIVERSION BERM: INSPECT TEMPORARY DIVERSIONS FOR SEDIMENT BUILD-UP AND/OR DEBRIS. REMOVE SEDIMENT FROM THE FLOW AREA AND REPAIR THE DIVERSION RIDGE. CAREFULLY CHECK OUTLETS AND MAKE TIMELY REPAIRS AS NEEDED. WHEN THE AREA PROTECTED IS PERMANENTLY STABILIZED REMOVE THE RIDGE AND CHANNEL TO BLEND WITH THE NATURAL GROUND LEVEL AND APPROPRIATELY STABILIZE IT.

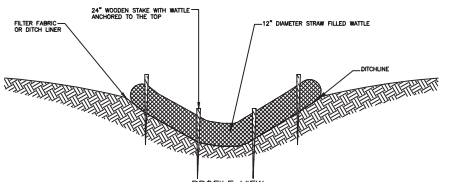
SILT FENCE: INSPECT SILT FENCE AND CHECK FOR SEDIMENT BUILD-UP AND/OR DEBRIS. SEDIMENT SHOULD BE REMOVED REGULARLY TO INSURE PROPER FUNCTION OF THE SILT FENCE. SEDIMENT ACCUMULATION SHOULD NOT BE ALLOWED TO REACH A HEIGHT OF MORE THAN HALF THE HEIGHT OF THE SILT FENCE. CHECK FENCE CLOTH FOR WEAK SPOTS OR TEARS THAT MIGHT ALLOW SEDIMENT TO PASS THROUGH. INSPECT ALL STAKES AND MAKE SURE THAT THE FENCE IS SECURE.

TOTAL DISTURBED AREA: 9.27 AC.

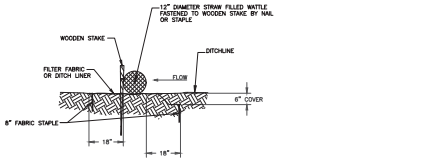
Ground Cover Stabilization		
Site Area Description	Stabilization Time Frame	Stabilization Time Frame Exceptions
Perimeter dikes, swales, ditches, and slopes	7 Days	None
High Quality Water (HQW) Zones	7 Days	None
Slopes Steeper than 3:1	7 Days	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
Slopes 3:1 or flatter	14 Days	7-days for slopes greater than 50 feet in length
All other areas with slopes flatter than 4:1	14 Days	None (except for perimeters and HQW Zones)



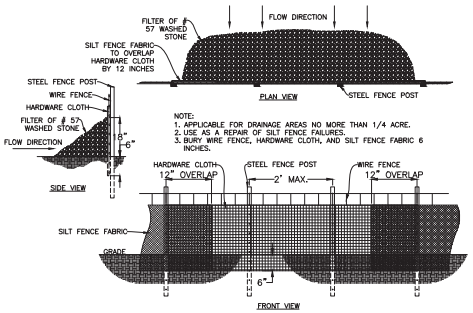
1 D-101 **SILT FENCE DETAIL** NTS



NOTES:
1. WATTLES SHALL BE FILLED WITH STRAW OR OTHER APPROVED MATERIAL
2. WATTLES SHALL BE SPACED ALONG 1' CONTOURS.
3. WATTLES MAY BE USED FOR PROTECTION OF CATCH BASINS AND DROP INLETS WITH APPROVAL BY THE STORMWATER UTILITY MANAGER OR DESIGNEE.

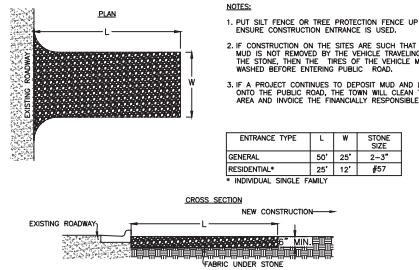


2 D-101 **STRAW WATTLE DETAIL** NTS



NOTE:
1. APPLICABLE FOR DRAINAGE AREAS NO MORE THAN 1/4 ACRE.
2. USE AS A REPAIR OF SILT FENCE FAILURES.
3. BURY WIRE FENCE, HARDWARE CLOTH, AND SILT FENCE FABRIC 6 INCHES.

3 D-101 **TEMPORARY SILT FENCE OUTLET** NTS

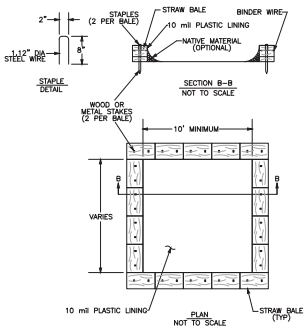


NOTES:
1. PUT SILT FENCE OR TREE PROTECTION FENCE UP TO ENSURE CONSTRUCTION ENTRANCE IS USED.
2. IF CONSTRUCTION ON THE SITES ARE SUCH THAT THE MUD IS NOT REMOVED BY THE VEHICLE TRAVELING OVER THE STONE, THEN THE TIRES OF THE VEHICLE MUST BE WASHED BEFORE ENTERING PUBLIC ROAD.
3. IF A PROJECT CONTINUES TO DEPOSIT MUD AND DEBRIS ONTO THE PUBLIC ROAD, THE TOWN WILL CLEAN THE AREA AND INVOICE THE FINANCIALLY RESPONSIBLE PARTY.

ENTRANCE TYPE	L	W	STONE SIZE
GENERAL	50'	25'	2-3"
RESIDENTIAL*	25'	12'	#57

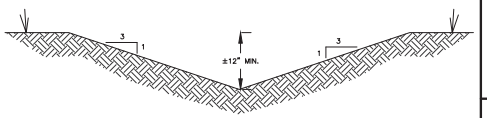
* INDIVIDUAL SINGLE FAMILY

4 D-101 **CONSTRUCTION ENTRANCE** NTS



NOTES:
1. ACTUAL LAYOUT TO BE DETERMINED IN THE FIELD.
2. A CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
3. MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE REMOVED FROM THE SITE OF THE WORK AND DISPOSED OF OR RECYCLED.
4. HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE TEMPORARY CONCRETE WASHOUT. FACILITIES SHALL BE BACKFILLED, REPAIRED, AND STABILIZED TO PREVENT EROSION.
5. MUST BE LOCATED >50 FEET AWAY FROM INLETS/WATERWAYS UNLESS THERE IS NO OTHER PRACTICAL ALTERNATIVE.

5 D-101 **CONCRETE WASHOUT** NTS



6 D-101 **DIVERSION DITCH** NTS

NOTES

1. SEE C-101 FOR ALL GENERAL NOTES.

REVISIONS		
NO.	DATE	DESCRIPTION
1	02/13/20	PER ORANGE CO.
2	08/31/21	RELOCATED DRY POND A
3	10/1/21	PER ORANGE CO.

PROJECT MANAGER:	PROJECT ENGINEER:
GSM	TAP
DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE: MARCH 26, 2019

NORTH CAROLINA PROFESSIONAL SEAL 042668 ENGINEER Gary S. MacConnell 11/23/2021

NORTH CAROLINA PROFESSIONAL SEAL 042668 ENGINEER Thomas A. Perdue 11/23/2021

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
MORRISVILLE, NORTH CAROLINA 27560
LICENSE No. C-1039 TEL: (919) 467-1239 FAX: (919) 319-6510

BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

DETAILS 1

PROJECT NUMBER	DRAWING NUMBER
A55602.00	D-101

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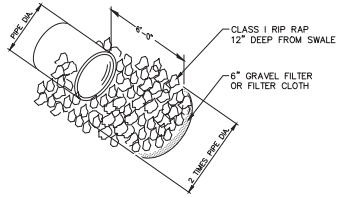
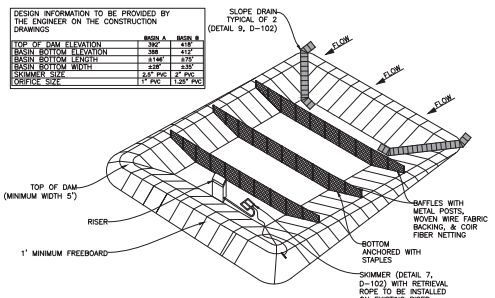
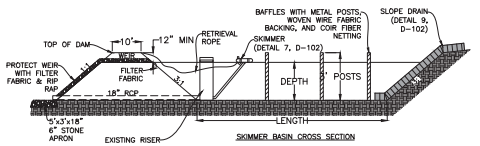


1 / D-102 — RIP RAP PROTECTION AT INLETS AND OUTLETS
NOT TO SCALE

DESIGN INFORMATION TO BE PROVIDED BY THE ENGINEER ON THE CONSTRUCTION DRAWINGS	BASIN A	BASIN B
TOP OF DAM ELEVATION	392'	418'
BASIN BOTTOM ELEVATION	388	413'
BASIN BOTTOM LENGTH	±140'	±70'
BASIN BOTTOM WIDTH	±28'	±35'
SKIMMER SIZE	3/4" PVC	2" PVC
ORIFICE SIZE	1" PVC	1.25" PVC

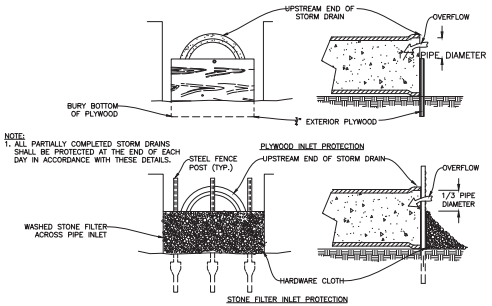


2 / D-102 — TEMPORARY SEDIMENT BASIN (1 OF 2)
NTS

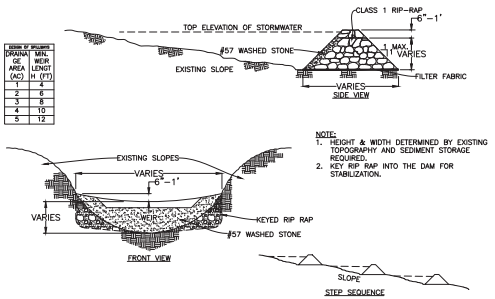


NOTES:
1. USE FOR DRAINAGE AREAS NOT EXCEEDING 10 ACRES.
2. EARTH BERM SHALL BE STABILIZED WITH VEGETATION ACCORDING TO ORANGE COUNTY SPECIFICATIONS.
3. INSPECT TEMPORARY SEDIMENT BASINS AND EMPTY SKIMMER OF ALL DEBRIS AFTER EACH PERIOD OF SIGNIFICANT RAINFALL. REMOVE SEDIMENT AND RESTORE BASIN TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE BASIN. PLACE THE SEDIMENT THAT HAS BEEN REMOVED IN A DESIGNATED DISPOSAL AREA. REPAIR AND/OR REPLACE BAFFLES.
4. CHECK THE STRUCTURE FOR DAMAGE FROM EROSION OR PIPING. PERIODICALLY CHECK THE DEPTH OF THE SPILLWAY TO ENSURE IT IS A MINIMUM OF 1.0 FOOT BELOW THE LOW POINT OF THE EMBANKMENT. IMMEDIATELY FILL ANY SETTLEMENT OF THE EMBANKMENT TO SLIGHTLY ABOVE DESIGN GRADE. ANY RIP RAP DISPLACED FROM THE SPILLWAY MUST BE REPLACED IMMEDIATELY.
5. STABILIZE THE EMBANKMENT AND ALL DISTURBED AREAS ABOVE THE SEDIMENT POOL AND DOWNSTREAM FROM THE BASIN IMMEDIATELY AFTER CONSTRUCTION WITH SEEDING.
6. FLOW ENTERING THE BASIN MUST BE DIRECTED TO AVOID EROSION ALONG THE SLOPE AND SCOUR IN THE BASIN. APPROPRIATELY SIZED SLOPE DRAINS, PER THE STANDARD DETAIL, ARE RECOMMENDED.
7. SEDIMENT STORAGE: 1,800 CF/DISTURBED ACRE
8. INSTALL SEDIMENT CLEANOUT ELEVATION STAKES.
9. BAFFLES SHALL INCLUDE 700 G/SM COIR EROSION BLANKET.

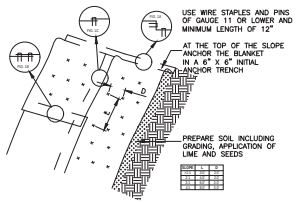
3 / D-102 — TEMPORARY SEDIMENT BASIN (2 OF 2)
NTS



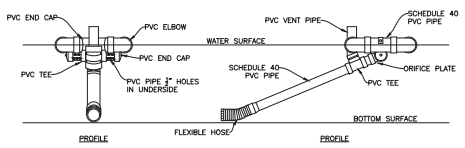
4 / D-102 — PIPE INLET PROTECTION (PLYWOOD & STONE)
NTS

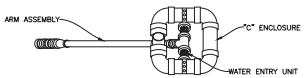


5 / D-102 — CHECK DAM
NTS

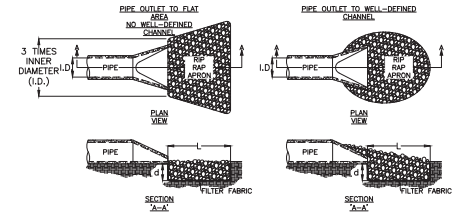


6 / D-102 — INSTALLATION OF MATTING FOR SLOPES
NTS



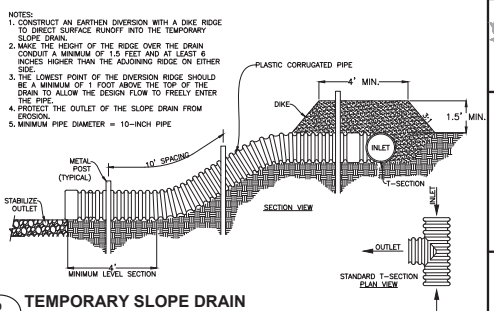


7 / D-102 — SIMMER DETAIL
NTS



NOTES:
1. L = THE LENGTH OF THE RIPRAP APRON
2. d = 1.5 TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESS THAN 12 INCHES
3. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIP RAP AND SOIL FOUNDATION.
4. IN A WELL-DEFINED CHANNEL EXTEND THE APRON UP THE CHANNEL BANKS TO 6 INCHES ABOVE THE MAXIMUM TAILWATER DEPTH OR THE TOP OF THE BANK, WHICHEVER IS LESS.

8 / D-102 — PIPE OUTLET
NTS



NOTES:
1. CONSTRUCT AN EARTHEN DIVERSION WITH A DIKE RIDGE TO DIRECT SURFACE RUNOFF INTO THE TEMPORARY SLOPE DRAIN.
2. MAKE THE HEIGHT OF THE RIDGE OVER THE DRAIN CONDUIT A MINIMUM OF 1.5 FEET AND AT LEAST 6 INCHES HIGHER THAN THE ADJOINING RIDGE ON EITHER SIDE.
3. THE LOWEST POINT OF THE DIVERSION RIDGE SHOULD BE A MINIMUM OF 1 FOOT ABOVE THE TOP OF THE DRAIN TO ALLOW THE DESIGN FLOW TO FREELY ENTER THE PIPE.
4. PROTECT THE OUTLET OF THE SLOPE DRAIN FROM EROSION.
5. MINIMUM PIPE DIAMETER = 10-INCH PIPE

9 / D-102 — TEMPORARY SLOPE DRAIN
NTS

NOTES

1. SEE C-101 FOR ALL GENERAL NOTES.

REVISIONS		
NO.	DATE	DESCRIPTION
1	02/13/20	PER ORANGE CO.
2	08/31/21	RELOCATED DRY POND A
3	10/1/21	PER ORANGE CO.

PROJECT MANAGER:	PROJECT ENGINEER:
GSM	TAP
DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE: MARCH 26, 2019

NORTH CAROLINA SEAL 17988 ENGINEER GARY S. MACCONNELL 11/23/2021

NORTH CAROLINA PROFESSIONAL SEAL 042699 ENGINEER Thomas A. Perdue 11/23/2021

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
LICENSE No. C-1039 MORRISVILLE, NORTH CAROLINA 27560
TEL: (919) 467-1239 FAX: (919) 319-6510

BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

DETAILS 2

PROJECT NUMBER	DRAWING NUMBER
A55602.00	D-102

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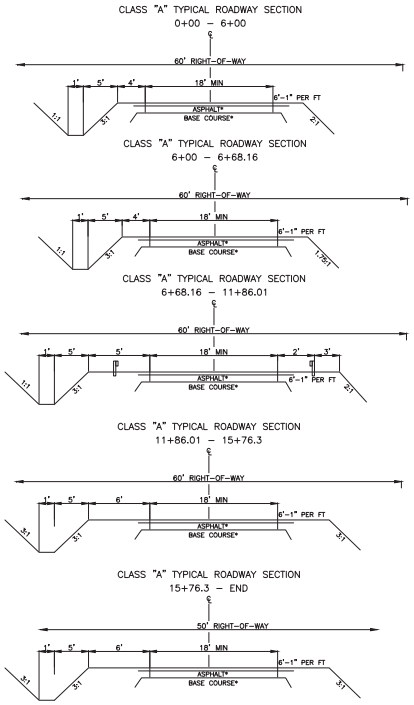
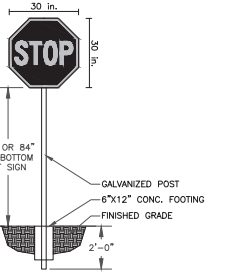


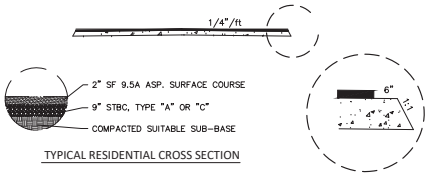
*SEE DETAIL 2, D-103 FOR ASPHALT AND BASE COURSE DESIGN

1 D-103 TYPICAL ROADWAY SECTIONS
NOT TO SCALE



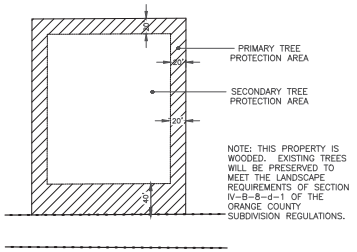
SIZE	CONVENTIONAL ROAD	EXPRESSWAY	FREEWAY	MINIMUM	OVERSIZED
ENGLISH	30 X 30	36 X 36	–	24 X 24	36 X 36
(METRIC)	(750 X 750)	(900 X 900)		(600 X 600)	(900 X 900)

4 D-103 STOP SIGN
NTS



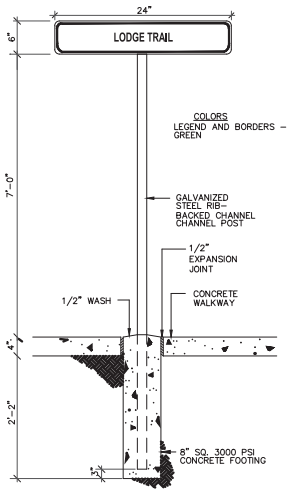
TYPICAL RESIDENTIAL CROSS SECTION

2 D-103 PAVEMENT DESIGN
NTS

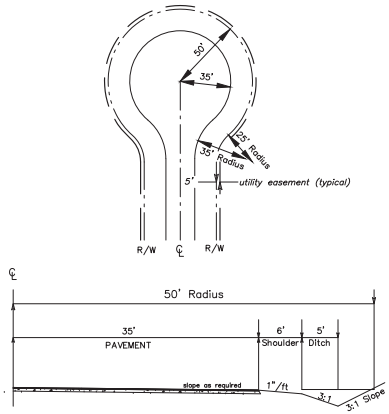


3 D-103 LANDSCAPE PLAN
NOT TO SCALE

NOTE:
1. R7-8D SIGNS ARE TO ACCOMPANY ALL R7-8A PARKING SIGNS



5 D-103 TYPICAL STREET SIGN
NTS



6 D-103 SYMMETRICAL CUL-DE-SAC
NOT TO SCALE

NOTES

1. SEE C-101 FOR ALL GENERAL NOTES.

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REVISIONS		
NO.	DATE	DESCRIPTION
1	02/13/20	PER ORANGE CO.
2	08/31/21	RELOCATED DRY POND A
3	10/1/21	PER ORANGE CO.

PROJECT MANAGER:	PROJECT ENGINEER:
GSM	TAP
DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE:
MARCH 26, 2019

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
LICENSE NO. C-1039 MORRISVILLE, NORTH CAROLINA 27560
TEL: (919) 467-1239 FAX: (919) 319-6510

BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

DETAILS 3

PROJECT NUMBER	DRAWING NUMBER
A55602.00	D-103

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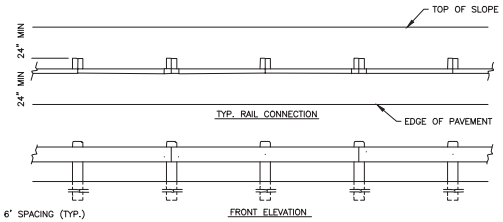
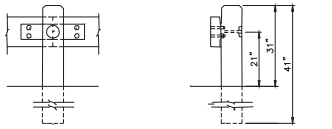
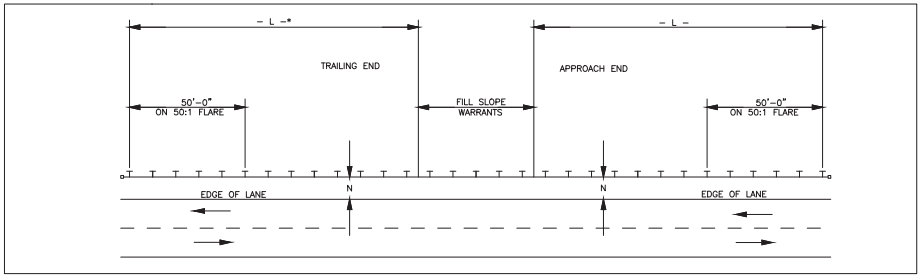




NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. IF SLOPE IS CLOSER THAN 24" INCREASE POST LENGTH TO 7'.
4. DRIVE POSTS OR AUGER, BACKFILL WITH NATIVE SOIL AND COMPACT EVERY 12".
5. ALL TIMBER #1 S4S SOUTHERN PINE, PRESSURE TREATED: AWPA–C14 WOOD FOR USE IN HWY. CONSTR.
6. TYP. PST 8"X8"X6' – TYP. RAIL: 4"X12"X11' 11 1/2"
7. FASTENERS: ASTM A307; A242; F436 TYPE 3; A563 DH3.
8. TIMBARRIER TRADE MARK SPLICE PLATE & PLATE WASHER ASTM–A588
9. UNDER EACH BOLT HEAD ON FACE OF RAIL INSTALL ONE 7/8" WASHER.

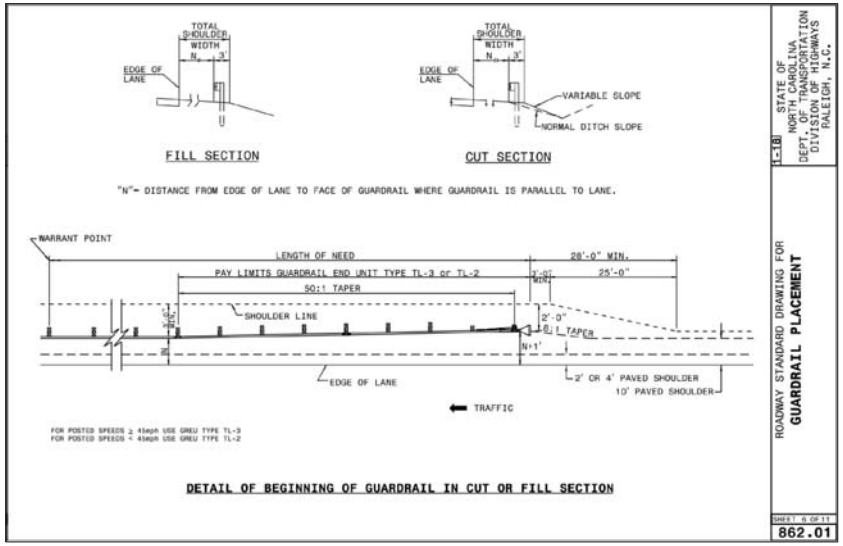
1 / D-104 STREETGUARD WOODEN GUARDRAIL
NTS



NOTES:

1. LODGE TRAIL IS A TWO–LANE, TWO–WAY ROADWAY
2. DESIGN SPEED IS 30 MPH
3. N = 2 FEET
4. LENGTH OF NEED, L = 75 FEET; L* = 75 FEET
5. FILL SLOPE WARRANTS GUARDRAIL FROM STA. 6+68.16 TO STA. 11+84.01

2 / D-104 GUARDRAIL PLACEMENT ON APPROACH AND TRAILING END OF FILL SLOPE WARRANT
NTS



3 / D-104 BEGINNING OF GUARDRAIL IN CUT OR FILL SECTION
NTS

NOTES

1. SEE C–101 FOR ALL GENERAL NOTES.

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REVISIONS		
NO.	DATE	DESCRIPTION
1	02/13/20	PER ORANGE CO.
2	08/31/21	RELOCATED DRY POND A
3	10/1/21	PER ORANGE CO.

PROJECT MANAGER:	PROJECT ENGINEER:
GSM	TAP
DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE:
MARCH 26, 2019

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
LICENSE No. C-1039 MORRISVILLE, NORTH CAROLINA 27560
TEL: (919) 467-1239 FAX: (919) 319-6510

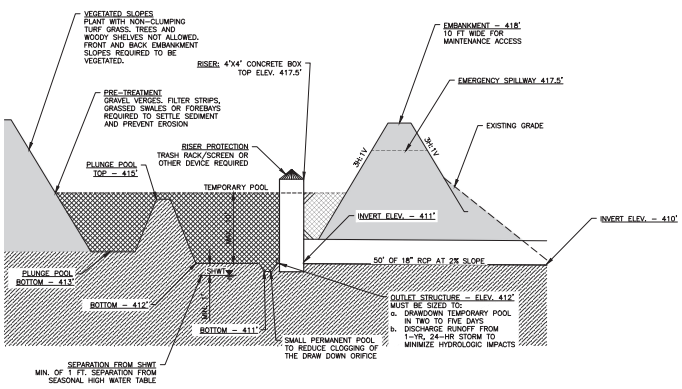
BROYHILL WILES

THE LODGES AT CHAPEL HILL

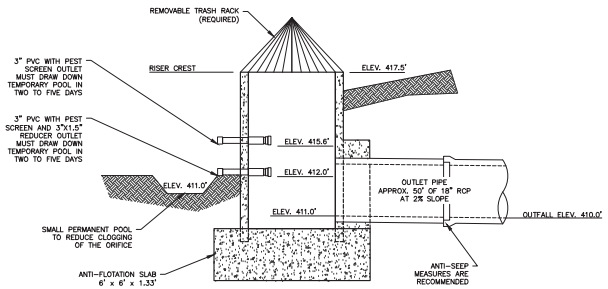
ORANGE COUNTY, NC

DETAILS 4

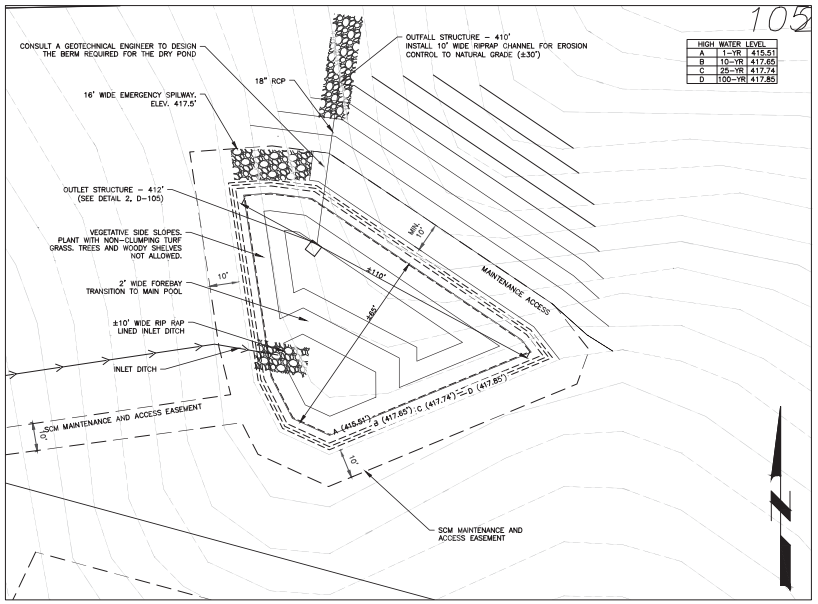
PROJECT NUMBER	DRAWING NUMBER
A55602.00	D-104



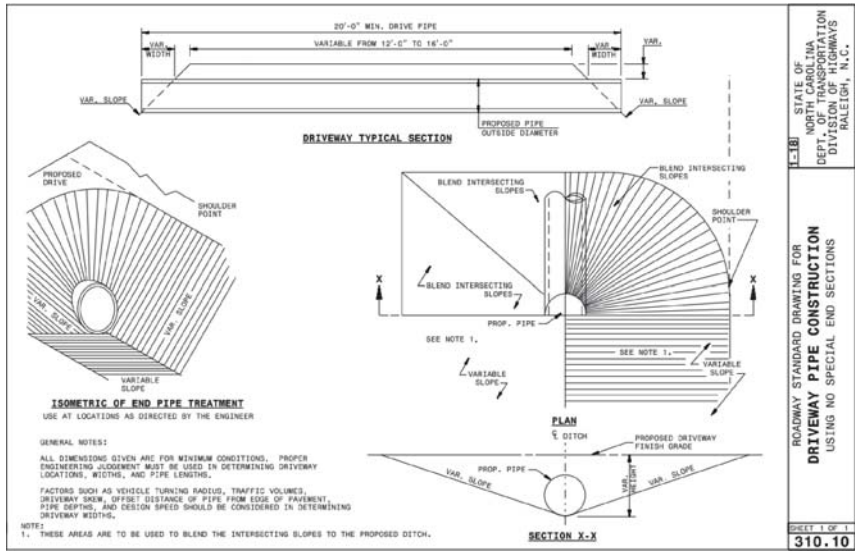
1 D-105 **DRY POND B: TYPICAL SECTION**
NTS



2 D-105 **DRY POND B: OUTLET STRUCTURE**
NTS



3 D-105 **DRY POND B: PLAN VIEW**
1"=20'



4 D-105 **DRIVEWAY PIPE CULVERT**
NTS

NOTES

1. SEE C-101 FOR ALL GENERAL NOTES.

REVISIONS		
NO.	DATE	DESCRIPTION
1	02/13/20	PER ORANGE CO.
2	08/31/21	RELOCATED DRY POND A
3	10/1/21	PER ORANGE CO.

PROJECT MANAGER:	PROJECT ENGINEER:
GSM	TAP
DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE:
MARCH 26, 2019

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
LICENSE No. C-1039 MORRISVILLE, NORTH CAROLINA 27560
TEL: (919) 467-1239 FAX: (919) 319-6510

BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

DETAILS 5

PROJECT NUMBER	DRAWING NUMBER
A55602.00	D-105

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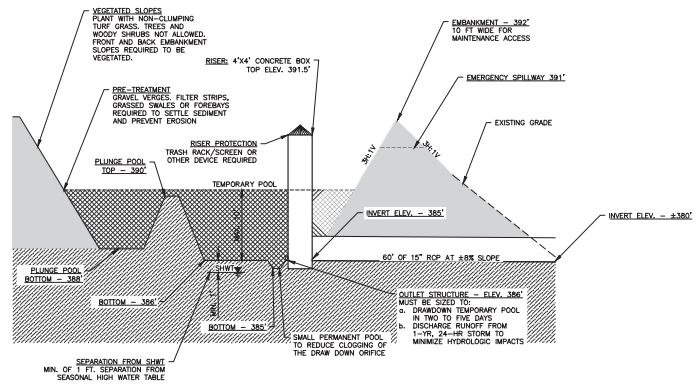
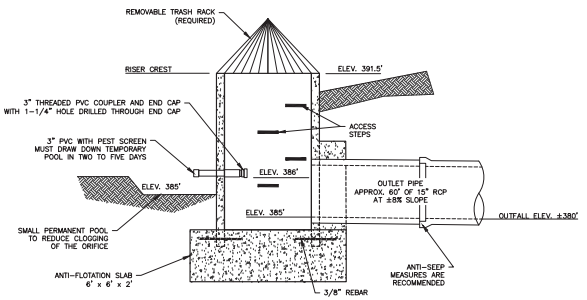
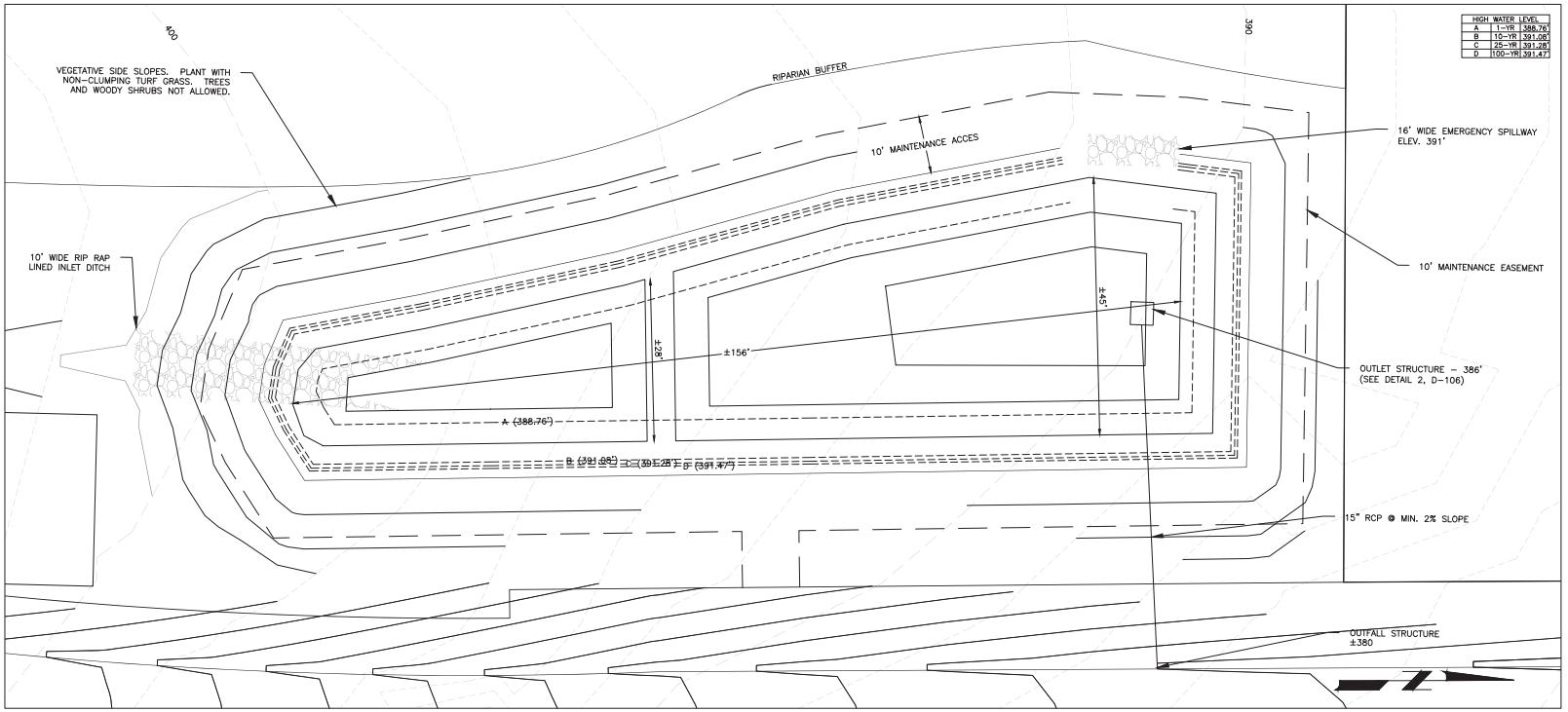


1 D-106 **DRY POND A: TYPICAL SECTION**
NTS



2 D-106 **DRY POND A: LOWER BASIN OUTLET STRUCTURE**
NTS



3 D-106 **DRY POND A: PLAN VIEW**
1"=10'

NOTES

1. SEE C-101 FOR ALL GENERAL NOTES.

REVISIONS		
NO.	DATE	DESCRIPTION
1	02/13/20	PER ORANGE CO.
2	08/31/21	RELOCATED DRY POND A
3	10/1/21	PER ORANGE CO.

PROJECT MANAGER: GSM	PROJECT ENGINEER: TAP
DRAWN BY: JDH/TAP	CHECKED BY: GSM

DATE: MARCH 26, 2019

NORTH CAROLINA PROFESSIONAL SEAL 042668 ENGINEER GARY S. MACCONNELL 11/23/2021

NORTH CAROLINA PROFESSIONAL SEAL 042668 ENGINEER Thomas A. Perdue 11/23/2021

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
LICENSE No. C-1039 MORRISVILLE, NORTH CAROLINA 27560
TEL: (919) 467-1239 FAX: (919) 319-6510

BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

DETAILS 6

PROJECT NUMBER	DRAWING NUMBER
A55602.00	D-106

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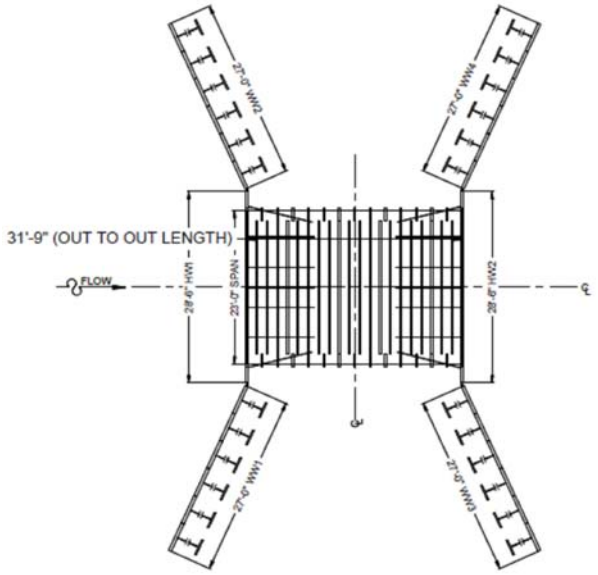
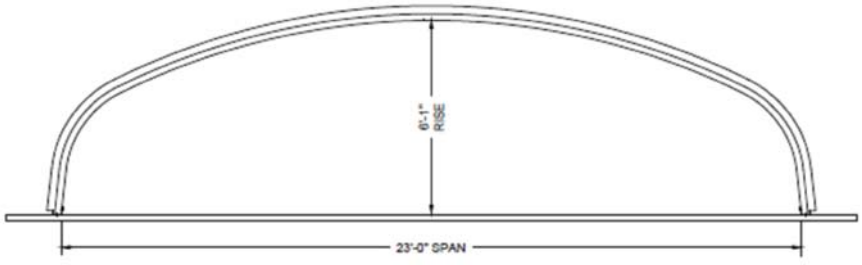
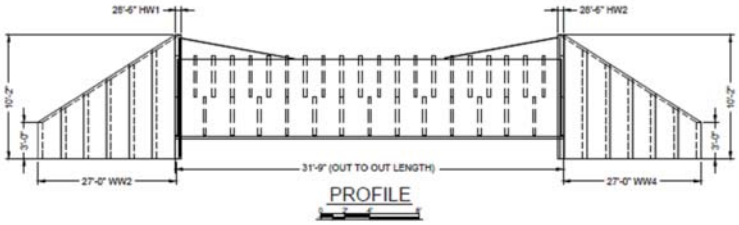


1 D-107 **WEST PRICE CREEK CULVERT**
NTS

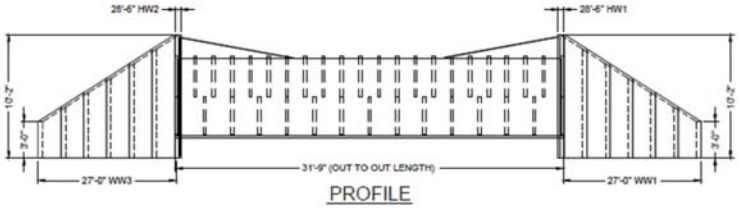


CROSS SECTION

2 D-107 **WEST PRICE CREEK CULVERT**
NTS

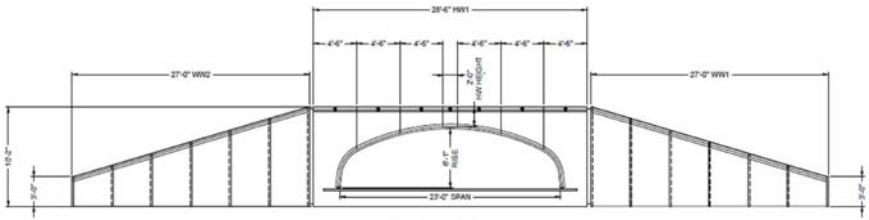


PROFILE



PROFILE

2 D-107 **WEST PRICE CREEK CULVERT**
NTS



END ELEVATION

2 D-107 **WEST PRICE CREEK CULVERT**
NTS

NOTES

1. SEE C-101 FOR ALL GENERAL NOTES.

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REVISIONS		
NO.	DATE	DESCRIPTION
1	02/13/20	PER ORANGE CO.
2	08/31/21	RELOCATED DRY POND A
3	10/1/21	PER ORANGE CO.

PROJECT MANAGER:	PROJECT ENGINEER:
GSM	TAP
DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE: MARCH 26, 2019

NORTH CAROLINA PROFESSIONAL SEAL 042599 ENGINEER GARY S. MACCONNELL 11/23/2021

NORTH CAROLINA PROFESSIONAL SEAL 042808 ENGINEER Thomas A. Perdue 11/23/2021

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
MORRISVILLE, NORTH CAROLINA 27560
LICENSE No. C-1039 TEL: (919) 467-1239 FAX: (919) 319-6510

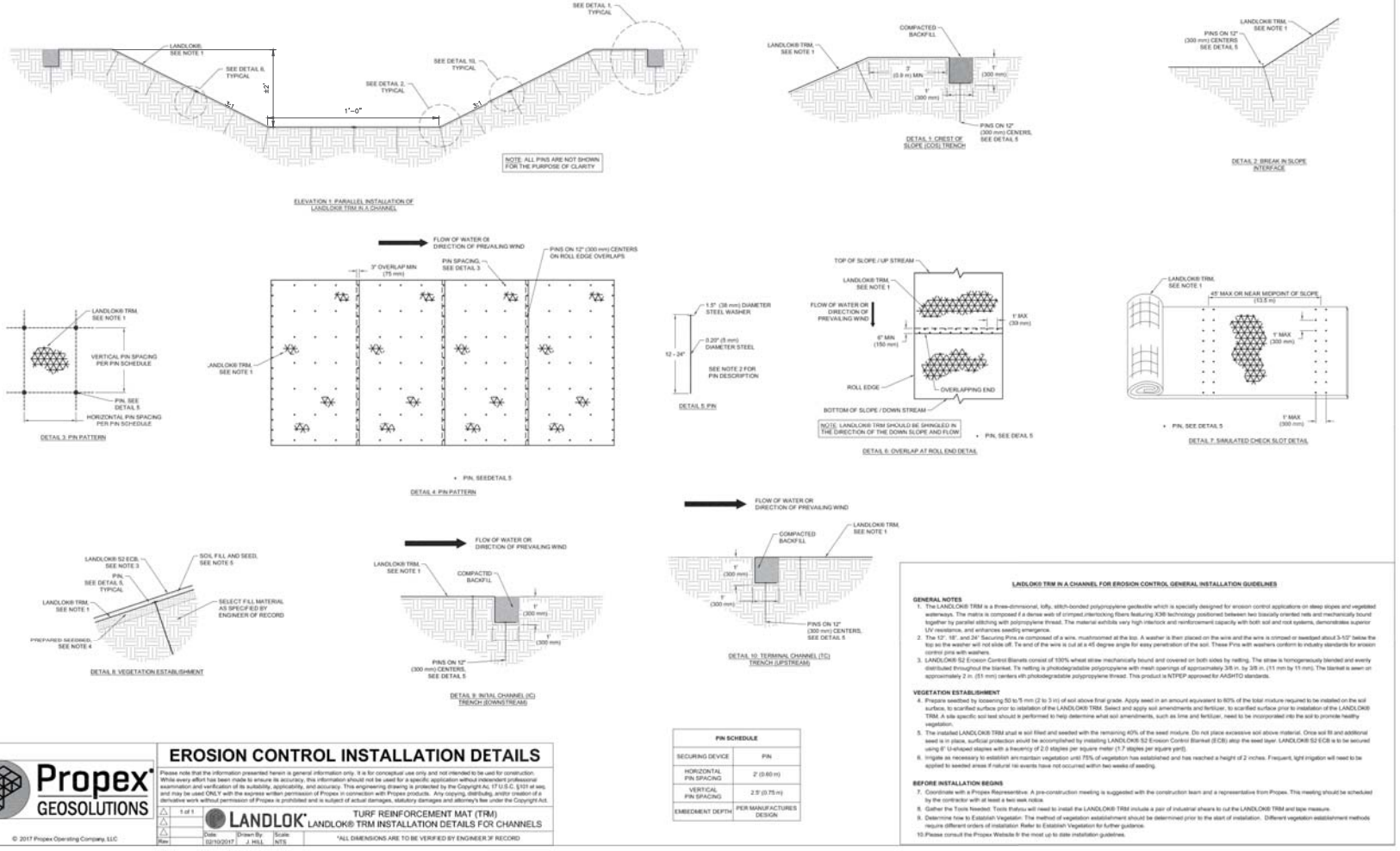
BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

DETAILS 7

PROJECT NUMBER	DRAWING NUMBER
A55602.00	D-107



PIN SCHEDULE	
SECURING DEVICE	PIN
HORIZONTAL PIN SPACING	2' (0.60 m)
VERTICAL PIN SPACING	2.5' (0.75 m)
EMBEDMENT DEPTH	PER MANUFACTURES DESIGN

LANDLOK® TRM IN A CHANNEL FOR EROSION CONTROL GENERAL INSTALLATION GUIDELINES

GENERAL NOTES

1. The LANDLOK® TRM is a three-dimensional, lofty, stitch-bonded polypropylene geotextile which is specially designed for erosion control applications on steep slopes and vegetated waterways. The matrix is composed if a dense web of crimped,interlocking fibers featuring X3® technology positioned between two biaxially oriented nets and mechanically bound together by parallel stitching with polypropylene thread. The material exhibits very high interlock and reinforcement capacity with both soil and root systems, demonstrates superior UV resistance, and enhances seedling emergence.
2. The 12", 18", and 24" Securing Pins re composed of a wire, mushroomed at the top. A washer is then placed on the wire and the wire is crimped or swedged about 3-1/2" below the top so the washer will not slide off. Te end of the wire is cut at a 45 degree angle for easy penetration of the soil. These Pins with washers conform to industry standards for erosion control pins with washers.
3. LANDLOK® 52 Erosion Control Blanets consist of 100% wheat straw mechanically bound and covered on both sides by netting. The straw is homogeneously blended and evenly distributed throughout the blanket. Tx netting is photodegradable polypropylene with mesh openings of approximately 3/8 in. by 3/8 in. (11 mm by 11 mm). The blanket is sewn on approximately 2 in. (51 mm) centers eth photodegradable polypropylene thread. This product is NTPEP approved for AASHTO standards.

VEGETATION ESTABLISHMENT

4. Prepare seedbed by loosening 50 to 5 mm (2 to 3 in) of soil above final grade. Apply seed in an amount equivalent to 60% of the total mixture required to be installed on the soil surface, to scarified surface prior to istallation of the LANDLOK® TRM. Select and apply soil amendments and fertilizer, to scarified surface prior to installation of the LANDLOK® TRM. A site specific soil test should e performed to help determine what soil amendments, such as lime and fertilizer, need to be incorporated into the soil to promote healthy vegetation.
5. The installed LANDLOK® TRM shall e soil filled and seeded with the remaining 40% of the seed mixture. Do not place excessive soil above material. Once soil fit and additional seed is in place, surficial protection would be accomplished by installing LANDLOK® 52 Erosion Control Blanket (ECB) atop the seed layer. LANDLOK® 52 ECB is to be secured using 6" U-shaped staples with a frecency of 2.0 staples per square meter (1.7 staples per square yard).
6. Irrigate as necessary to establish an maintain vegetation until 75% of vegetation has established and has reached a height of 2 inches. Frequent, light irrigation will need to be applied to seeded areas if natural ra events have not occurred within two weeks of seeding.

BEFORE INSTALLATION BEGINS

7. Coordinate with a Propex Representative. A pre-construction meeting is suggested with the construction team and a representative from Propex. This meeting should be scheduled by the contractor with at least a two eek notice.
8. Gather the Tools Needed. Tools thatyou will need to install the LANDLOK® TRM include a pair of industrial shears to cut the LANDLOK® TRM and tape measure.
9. Determine how to Establish Vegetation. The method of vegetation establishment should be determined prior to the start of installation. Different vegetation establishment methods require different orders of installation Refer to Establish Vegetation for further guidance.
10. Please consult the Propex Website fr the most up to date installation guidelines.

Propex GEOSOLUTIONS

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EROSION CONTROL INSTALLATION DETAILS

Please note that the information presented herein is general information only. It is for conceptual use only and not intended to be used for construction. While every effort has been made to ensure its accuracy, this information should not be used for a specific application without independent professional examination and verification of its suitability, applicability, and accuracy. This engineering drawing is protected by the Copyright Ac, 17 U.S.C. §101 et seq. and may be used ONLY with the express written permission of Propex in connection with Propex products. Any copying, distributing, and/or creation of a derivative work without permission of Propex is prohibited and is subject of actual damages, statutory damages and attorney's fee under the Copyright Act.

LANDLOK® TURF REINFORCEMENT MAT (TRM)
LANDLOK® TRM INSTALLATION DETAILS FOR CHANNELS

Rev		Date	Drawn By	Scale
	1 of 1	02/10/2017	J. HILL	NTS

*ALL DIMENSIONS ARE TO BE VERIFIED BY ENGINEER 3F RECORD

1 / D-108 **PERMANENT CONVEYANCE DITCH DETAIL**
NTS

NOTES

1. SEE C-101 FOR ALL GENERAL NOTES.

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REVISIONS		
NO.	DATE	DESCRIPTION
1	02/13/20	PER ORANGE CO.
2	08/31/21	RELOCATED DRY POND A
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PROJECT MANAGER:	PROJECT ENGINEER:
GSM	TAP
DRAWN BY:	CHECKED BY:
JDH/TAP	GSM

DATE: MARCH 26, 2019

NORTH CAROLINA PROFESSIONAL SEAL 11/23/2021 ENGINEER GARY S. MACCONNELL

NORTH CAROLINA PROFESSIONAL SEAL 042888 11/23/2021 ENGINEER Thomas A. Perdue

MacCONNELL & Associates, P. C.
501 CASCADE POINTE LANE, SUITE 103
CARY, NORTH CAROLINA 27513
P. O. BOX 129
LICENSE No. C-1039 MORRISVILLE, NORTH CAROLINA 27560
TEL: (919) 467-1239 FAX: (919) 319-6510

BROYHILL WILES

THE LODGES AT CHAPEL HILL

ORANGE COUNTY, NC

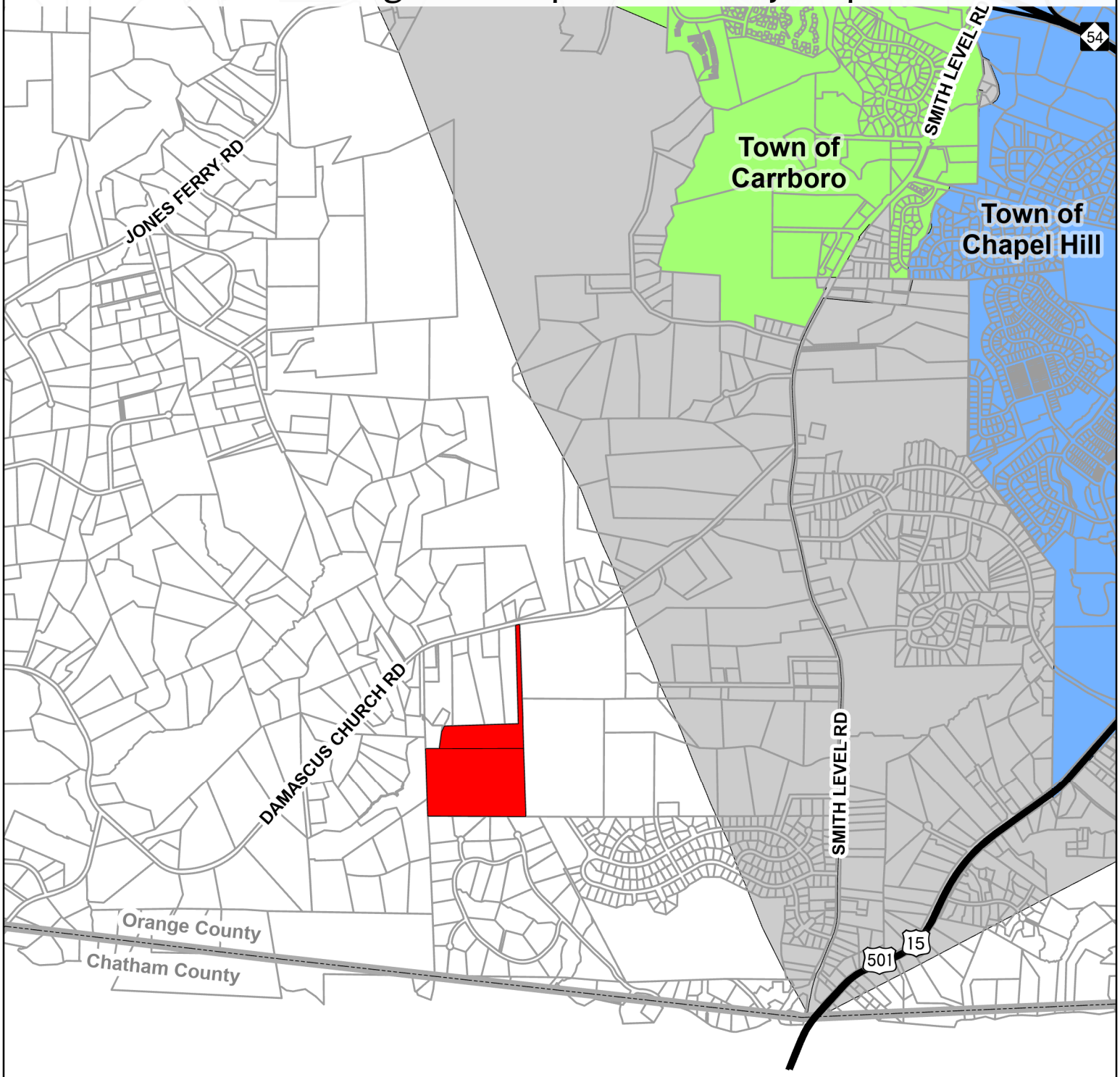
DETAILS 8

PROJECT NUMBER	DRAWING NUMBER
A55602.00	D-108

Attachment 2

ORANGE COUNTY, NC

The Lodges at Chapel Hill Vicinity Map



- The Lodges at Chapel Hill
- Carrboro Town Limits
- Chapel Hill Town Limits
- ETJ
- County Boundary

ORANGE COUNTY NORTH CAROLINA

N

1 in =2,000 feet

0 2,000 Feet

Planning and Inspections Department (BC)

2/18/2022

O:\GIS Workspace\Projects\Subdivision Misc\The Lodges at Chapel Hill\The Lodges at Chapel Hill.aprx\The Lodges at Chapel Hill Vicinity Map

Attachment 3

PAF 4-6-2010
7c

RES – 2010 -- 028

Attachment 6

RESOLUTION OF THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

Date of Meeting: April 6, 2010

Name of Subdivision: The Lodges at Chapel Hill Subdivision

Owners: Kenton and Natasha Wiles

Applicant: ENT Land Surveys, Inc, Agent

The Board of County Commissioners hereby approves The Lodges at Chapel Hill Preliminary Plat, dated December 11, 2009, last revised on January 2, 2010, containing twelve (12) lots and one (1) public street, Lodge Trail, subject to the fulfillment of requirements specified herein. Before any final plat for The Lodges at Chapel Hill subdivision of any of the tracts shown on the preliminary plat may be recorded the owner/applicant shall comply with the following terms and conditions:

A. Sewage Disposal

1. Each residential lot shall contain an adequate area for a conventionally sized septic disposal system, and its associated repair area, approved by the County Division of Environmental Health.

2. The septic system location may restrict the size and location of improvements. This disclosure shall be included in a document describing development restriction to be recorded concurrently with the Final Plat. The document shall also disclose that information regarding the tentative location of septic systems is available from the County Health Department, Division of Environmental Health. Each lot that does not contain a suitable building site shall be designated both on the Final Plat and by instrument recorded in the Orange County registry as restricted for development potential as set forth in Section IV-B-2 of the Orange County Subdivision Regulations.

3. The owner/applicant shall not destroy trees that have previously been inventoried and located within the primary tree conservation areas as depicted and described in the Landscape Plan for any reason including to install on-site waste disposal system drain or repair fields.

4. No septic system shall be located within a regulated stream buffer.

5. The Owners shall include in the restrictive covenants provisions requiring each lot owner to have their septic system serving their lot inspected by a licensee of the North Carolina On-Site Wastewater Contractors and Inspectors Certification Board, who is properly registered to perform such inspections within Orange County, no less than one (1) time in every five (5) year period (unless inspections are required more often by rule or regulation of the Orange County Health Department) and to have the system pumped if recommended by the inspector. Payment for the inspections required under this condition shall be the responsibility of the individual lot owner or the homeowner's association as

established by the governing Homeowner's Association declaration. These provisions shall be in a form approved by the County Attorney.

B. Roads and Access

1. The owner/applicant shall, prior to the approval and recording of the Final Plat, construct the public road, including any intersections and alignments) to NCDOT standards for a Residential Collector Road within the area of the platted lots and as a Subdivision Access Road between Damascus Church Road and Open Space Lot B, within a fifty- (50) foot right-of-way, with five-(5) foot utility easements on each side, and with NCDOT construction inspection and approval.

   OR

   The owner/applicant shall submit a letter of credit or cash bond to secure construction of the above public road improvements to NCDOT standards. The estimate shall be submitted by a certified/licensed engineer, grading contractor or other individual qualified to calculate the cost to complete the improvements according to approved plans and specifications, who has no direct or indirect ownership interest in the subdivision as specified in Section III-E-2 of the Orange County Subdivision Regulations. The financial guarantee shall reflect one hundred ten (110) percent of that construction cost estimate and an accredited financial institution licensed to conduct business in North Carolina shall issue such financial guarantee. The financial guarantee shall be effective for 372 days after the County Manager signed the Certificate of Improvements.

   The document describing development restrictions to be recorded with the Final Plat shall state that the County shall not release the financial guarantee until NCDOT inspects and approves the road construction and provides written certification of such approval.

2. The owner/applicant shall submit to the County Erosion Control Division for review and approval, before any land disturbing activity on the site, an erosion control plan for construction of public roads, private recreation activities, and drainage improvements.

3. The owner/applicant shall erect an approved street name sign at the intersection with Damascus Church Road according to the provisions of Section IV-B-3-c-12 of the Orange County Subdivision Regulations before Planning Department signatures on the Final Plat. All street name signs shall be double bladed.

4. Before any construction or alteration of any existing access within the Damascus Church Road right-of-way, the owner/applicant shall secure a driveway permit from the NCDOT District Offices. Owner/applicant shall submit a copy of such NCDOT approval permit and letter to the Planning Department at the same time as the request for Planning Department signatures on the Final Plat. The owner/applicant shall perform no work in any public road right-of-ways before issuance of approved NCDOT driveway permits and encroachment agreements.

5. Sight triangles, ten (10) feet by seventy (70) feet, shall be shown on the Final Plat at all intersections. The sight distance triangle shall be exclusive of the proposed sign easement.

C. Land Use Buffers and Landscaping

1. The owner/applicant shall install or preserve landscaping as indicated on the approved Landscape Plan (open space and pathways plan), and the Planning Department shall inspect and approve such landscaping before signing the Final Plat. No part of the landscaping shall encroach into the ten- (10) foot by seventy- (70) foot sight triangles at the public road intersection.

   OR

   The owner/applicant shall submit a letter of credit or cash bond to secure required landscape installation and preservation. The owner/applicant shall provide, as specified in Section IV-B-8-b-9 of the Orange County Subdivision Regulations, an estimate of the cost for required preservation, plantings and their installation. The financial guarantee shall reflect one hundred (110) percent of the estimate and be issued by an accredited financial institution licensed to do business in North Carolina.

2. Provision for protection of existing trees as shown on the approved Landscape Plan shall be included in a document describing development restrictions and requirements that Planning Department staff prepared and recorded concurrently with the Final Plat. Clear cutting or other removal of any trees or other vegetation on individual lots is prohibited as specified in Section IV-B-8-c of the Orange County Subdivision Regulations.

3. The owner/applicant shall provide a Type A Land Use Buffer along the internal public road, as shown on the Preliminary Plan. The buffer shall be thirty (30) feet wide and shall be composed of deciduous and/or evergreen vegetation, forming semi-opaque intermittent visual obstructions from the ground to a height of at least thirty (30) feet. Said buffer shall be so noted on the plat, and detailed in a document describing development restrictions and requirements prepared by Planning Department staff and recorded concurrently with the Final Plat. The owner/applicant shall convey the thirty- (30) foot buffer easement along the public roads to the Homeowner's Association (HOA) for enforcement and maintenance.

4. The stream buffer areas in Open Space Lots A and B, as shown on the preliminary plan, shall be shown on the final plat as areas to be left undisturbed and in their natural state. Grading, clearing, or installation of any structure, impervious surface, fence or play apparatus shall not be placed within the buffer. Additionally, when marketing these lots to prospective buyers, the developer, contractor or real estate sales person shall provide information, available at the Orange County Erosion Control offices, to prospective buyers regarding the nutrient reduction requirements within the University Lake Protected Watershed.

D. Drainage

1. Locate all drainage easements on the Final Plat, as required following Erosion Control Plan review and approval.

2. The owner/applicant shall size and locate all drainage culverts as required by NCDOT and a North Carolina Licensed Professional Engineer.

E. Parkland and Recreation

1. The developer shall place a total of 14.61 acres in common open space, which the HOA will own and maintain. This open space shall be shown and labeled accordingly on the final plat. Cutting or removing of trees and other natural vegetation, except for safety or maintenance purposes, is prohibited.

2. At the time of recordation of the Final Plat the Developer shall pay to Orange County a $5,460 payment-in-lieu-of-dedication fee.

3. The owner/applicant shall designate recreational space as specified in Section IV-B-7-b of the County Subdivision Regulations and in Article 6.12.2.6 in the Zoning Ordinance. The total recreation space required for this development is 0.6 (six tenths) of an acre. The 14.61 acres of open space may serve a dual role of private recreation space provided active recreation improvements are made.

4. The HOA shall obtain an approved NCDOT encroachment agreement for the footpath that falls within the public road rights-of-way before construction.

5. No activities are allowed in prescribed open space, except recreational facilities.

6. Except for construction of footpaths and stormwater improvement facilities [e.g. bio-retention], all areas in reserved open space shall remain in their natural condition.

F. Miscellaneous

1. The Final Plat shall contain a title block and vicinity map according to standards found in Section V-D-2 and V-D-3 of the County Subdivision Regulations.

2. The Final Plat shall reflect the drainage easements as required in D.1 above.

3. The open space shall be conveyed by deed to the Homeowner's Association. The County Attorney, prior to their recording, shall approve all instruments of conveyance and restriction.

4. Before installation of lighting within the subdivision and to ensure compliance with the Orange County Outdoor Lighting Standards, the owner/applicant shall submit a lighting plan to the Planning Department for review and approval.

5. The Planning and Solid Waste Departments shall review and approve a plan for the collection and proper disposal of all tree stumps and fallen logs before approval of the erosion control plan.

6. The owner/applicant shall note impervious cover square footage limits for each lot on the Final Plat.

7. Clean wood waste, scrap metal, and corrugated cardboard, shall be recycled.

8. All haulers of construction waste shall have proper licensing through the Orange County Solid Waste Department.

9. Before any on-site construction activity, the owner/applicant shall hold a pre-construction conference with the County Solid Waste staff. This may be the same meeting held with other development officials.

10. Before installation of a subdivision sign, County Planning shall review and approve a site plan and construction drawings.

11. The owner/applicant shall install a water withdrawal system for emergency fire suppression with signage acceptable to the Orange County Fire Marshal prior to recordation of the final plat.

12. The owner shall file, with the Planning Department and record with the Final Plat, a declaration of covenants and restrictions, articles of incorporation, where required, and/or by-laws, all as approved by the County Attorney, that will govern the maintenance and control of the improvements as set forth in Article III-E of the Orange County Subdivision Regulations. Said documents shall provide for ownership of open space and the dedication of easements to access open space, common area Pedestrian Open Space Areas, drainage easements and buffers, for maintenance. The Owner has agreed that said documents shall not restrict the use of energy efficient measures, including but not limited to clotheslines, solar collectors, or photovoltaic systems by the lot owners, nor shall said documents require any lot owner to engage in water intensive lawn maintenance.

13. The maximum impervious surface coverage for each lot shall be six (6) percent of the platted lot area. This figure is exclusive of public road right-of-way.

14. After Final Plat recordation, the owner shall voluntarily convert any required soil erosion control facilities into low-maintenance, bio-retention sites (rain gardens).

15. A 15,000 gallon buried tank shall be used for residential subdivision fire suppression. IT shall be located in the common open space at the highest elevation practical.

16. To the extent under Orange County ordinances, the applicant/owner shall provide bonds sufficient to ensure the adequate protection of water quality within the law for a period of time that ensures that adverse effects have been mitigated.

G. Certifications

RES – 2010 -- 028

1. The owner/applicant shall have notarized on the face of the Final Plat a Certificate of Survey and Accuracy signed by a Professional Land Surveyor.

2. The owner/applicant shall sign a Certification of Declaration and Maintenance in the form provided in Section V-D-6-b of the County Subdivision Regulations on the face of the plat and shall record concurrently with the Final Plat a document describing development restrictions.

3. The NCDOT shall certify that all public roads, intersections, and road alignments have been entirely constructed to NCDOT standards or that construction plans have been approved before Planning Department signatures on the Final Plat.

4. The Planning Department shall sign a Certificate of Approval.

5.

NOW THEREFORE BE IT RESOLVED by the Board of Orange County Commissioners that the Preliminary Plat for The Lodges at Chapel Hill Subdivision is approved in accordance with the above-mentioned conditions and attached Preliminary Plat dated December 11, 2009, last revised on January 2, 2010.

Upon motion of Commissioner Pelissier seconded by Commissioner Hemminger, the foregoing resolution was adopted this the Sixth day of April 2010.

I, Donna S. Baker, Clerk to the Board of Commissioners for the County of Orange, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a meeting held on April 6, 2010 as relates in any way to the adoption of the foregoing and that said proceedings are recorded in Minute Book No. ____ of the minutes of said Board.
WITNESS my hand and the seal of said County, this 6 day of April 2010.

Donna S. Baker
Clerk to the Board of Commissioners

U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT

Action Id. **SAW-2007-00939** County: **ORANGE** U.S.G.S. Quad: **FARRINGTON**

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Permittee: **Mr. Kent Wiles**
Broyhill Wiles Building and Developing, Inc.
Address: **3808 Dunsinance Drive**
Durham, North Carolina 27707

Authorized Agent: **Ms. Julie Davidson**
Agri-Waste Technology, Inc.
Address: **501 N. Salem Street, Suite 203**
Apex, North Carolina 27502

Size (acres) **43.83**
Nearest Waterway **West Branch Price Creek**
USGS HUC **03030002**

Nearest Town **Chapel Hill**
River Basin **Cape Fear**
Coordinates Latitude: **35.872307**
Longitude: **79.097614**

Location description: **The project area is identified as an approximate 43.83 acre tract of land, located on Orange County, North Carolina Parcel 9777135204. This parcel is located southeast of the intersection of Damascus Church Road and Lovingwood Lane, Chapel Hill, Orange County, North Carolina. Work in waters of the United States would occur in Price Creek and an abutting wetland. Price Creek is an indirect tributary of the Cape Fear River (03030002)**

Description of projects area and activity: **On March 12, 2007, the Corps issued a Nationwide Permit 39 to Mr. Kent Wiles for the Damascus Church Road project. Project impacts included the discharge of fill material into 0.12 acres of wetland for the construction of a 12 single lot residential subdivision and associated infrastructure. Compensatory mitigation was required in order to offset unavoidable impacts to waters of the United States at a 2:1 mitigation to impact ratio. The applicant purchased 0.24 acres of riparian wetland credits from the NC Ecosystem Enhancement Program (NCEEP) on September 25, 2007. The permit verification expired on March 18, 2007 and the above referenced activity was not completed. This permit was re-verified as a Nationwide Permit 14 on May 25, 2011. The permit again expired on March 18, 2012 and the authorized activities were not completed.**

On March 8, 2016 the permit was re-submitted for a third verification. During the review process, the Corps identified an additional 0.25 acres of wetland impact within the project area, bringing the total impacts to 0.37 acres of wetland impact and 60 linear feet of stream impact. The Corps required the permittee to delineate the additional wetland area, provide the appropriate amount of compensatory mitigation, and re-submit the permit for approval.

On March 13, 2018, the permittee provided a revised permit application requesting a Department of the Army authorization to discharge fill material into waters of the United States in conjunction with the construction of the Damascus Church Road. Project activity will involve the construction of a 12 single lot residential subdivision and associated infrastructure. Implementation of the proposed project will result in the permanent discharge of fill material into 0.37 acres of wetland and 60 linear feet of stream channel for the construction of one roadway crossing. All other impacts associated with the Damascus Church Road project will be constructed in uplands, outside of waters of the United States.

Compensatory mitigation is required at a minimum of 1:1 mitigation to impact ratio for all wetland losses that exceed 1/10-acre. As outlined in the aforementioned paragraph, the proposed project wil1 result in the permanent impact to 0.37 acres of wetland, with a required 2:1 mitigation to impact ratio. The permittee has already purchased 0.24 wetland mitigation credits from the NCEEP. Therefore, the permittee has proposed to purchase 0.154 acres of wetland credits from Restoration System, LLC's Cripple Creek Stream & Wetland Mitigation Bank (8-digit HUC 03030002); and 0.346 wetland credits from the NC Division of Mitigation Services.

Applicable Law: ☒ Section 404 (Clean Water Act, 33 USC 1344)
☐ Section 10 (Rivers and Harbors Act, 33 USC 403)

Authorization: Regional General Permit Number and/or Nationwide Permit Number: **NWP 14 (Linear Transportation)**
SEE ATTACHED RGP or NWP GENERAL, REGIONAL AND SPECIAL CONDITIONS

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the attached conditions and your submitted application and attached information dated March 13, 2018. Any violation of the attached conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order, a Class I administrative penalty, and/or appropriate legal action.

This verification will remain valid until the expiration date identified below unless the nationwide and/or regional general permit authorization is modified, suspended or revoked. If, prior to the expiration date identified below, the nationwide and/or regional general permit authorization is reissued and/or modified, this verification will remain valid until the expiration date identified below, provided it complies with all requirements of the modified nationwide permit. If the nationwide and/or regional general permit authorization expires or is suspended, revoked, or is modified, such that the activity would no longer comply with the terms and conditions of the nationwide permit, activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon the nationwide and/or regional general permit, will remain authorized provided the activity is completed within twelve months of the date of the nationwide and/or regional general permit's expiration, modification or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend or revoke the authorization.

Activities subject to Section 404 (as indicated above) may also require an individual Section 401 Water Quality Certification. You should contact the NC Division of Water Resources (telephone 919-807-6300) to determine Section 401 requirements.

For activities occurring within the twenty coastal counties subject to regulation under the Coastal Area Management Act (CAMA), prior to beginning work you must contact the N.C. Division of Coastal Management in Morehead City, NC, at (252) 808-2808.

This Department of the Army verification does not relieve the permittee of the responsibility to obtain any other required Federal, State or local approvals/permits.

If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program, please contact **Samantha Dailey at 919-544-4884, ext. 22 or by email at Samantha.J.Dailey@usace.army.mil**.

Corps Regulatory Official: DAILEY.SAMANTHA.J.1387567948 Digitally signed by DAILEY.SAMANTHA.J.1387567948 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=DAILEY.SAMANTHA.J.1387567948 Date: 2018.04.06 10:40:43 -04'00' Date: **April 6, 2018**

Expiration Date of Verification: **March 18, 2022**

Action ID Number: **SAW-2007-00939** **County:** **ORANGE**

Permittee: **Mr. Kent Wiles**
Broyhill Wiles Building and Developing, Inc.

Project Name: **Damascus Church Road**

Date Verification Issued: **April 6, 2018**

Project Manager: **Ms. Samantha Dailey**

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

US ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT
Raleigh Regulatory Field Office
Attn: Samantha Dailey
3331 Heritage Trade Drive, Suite 105
Wake Forest, North Carolina 27857

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. Failure to comply with any terms or conditions of this authorization may result in the Corps suspending, modifying or revoking the authorization and/or issuing a Class I administrative penalty, or initiating other appropriate legal action.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and condition of the said permit, and required mitigation was completed in accordance with the permit conditions.

_____ _____

Signature of Permittee **Date**

SPECIAL CONDITIONS
ACTION ID: SAW-2007-00939
BROYHILL WILES BUILDING AND DEVELOPING, INC.
DAMASCUS CHURCH ROAD

MITIGATION

1. In order to compensate for impacts associated with this permit, mitigation shall be provided in accordance with the provisions outlined on the most recent version of the attached Compensatory Mitigation Responsibility Transfer Form. The requirements of this form, including any special conditions listed on this form, are hereby incorporated as special conditions of this permit authorization. Special condition regarding compensatory mitigation was included to insure compliance with the 404(b)(1) guidelines.

U.S. ARMY CORPS OF ENGINEERS
Wilmington District
Compensatory Mitigation Responsibility Transfer Form

Permittee: Broyhill Wiles Building and Developing, Inc. (Attn: Mr. Kent Wiles) **Action ID:** SAW-2007-00939
Project Name: Damascus Church Road **County:** Orange

Instructions to Permittee: The Permittee must provide a copy of this form to the Mitigation Sponsor, either an approved Mitigation Bank or the North Carolina Division of Mitigation Services (NCDMS), who will then sign the form to verify the transfer of the mitigation responsibility. Once the Sponsor has signed this form, it is the Permittee's responsibility to ensure that to the U.S. Army Corps of Engineers (USACE) Project Manager identified on page two is in receipt of a signed copy of this form before conducting authorized impacts, unless otherwise specified below. If more than one mitigation Sponsor will be used to provide the mitigation associated with the permit, or if the impacts and/or the mitigation will occur in more than one 8-digit Hydrologic Unit Code (HUC), multiple forms will be attached to the permit, and the separate forms for each Sponsor and/or HUC must be provided to the appropriate mitigation Sponsors.

Instructions to Sponsor: The Sponsor must verify that the mitigation requirements (credits) shown below are available at the identified site. By signing below, the Sponsor is accepting full responsibility for the identified mitigation, regardless of whether or not they have received payment from the Permittee. Once the form is signed, the Sponsor must update the bank ledger and provide a copy of the signed form and the updated bank ledger to the Permittee, the USACE Project Manager, and the Wilmington District Mitigation Office (see contact information on page 2). The Sponsor must also comply with all reporting requirements established in their authorizing instrument.

Permitted Impacts and Compensatory Mitigation Requirements:

Permitted Impacts Requiring Mitigation* **8-digit HUC and Basin:** 03030002, Cape Fear River Basin

Stream Impacts (linear feet)			Wetland Impacts (acres)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-Riverine	Non-Riparian	Coastal
				0.077		

*If more than one mitigation sponsor will be used for the permit, only include impacts to be mitigated by this sponsor.

Compensatory Mitigation Requirements: **8-digit HUC and Basin:** 03030002, Cape Fear River Basin

Stream Mitigation (credits)			Wetland Mitigation (credits)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-Riverine	Non-Riparian	Coastal
				0.154		

Mitigation Site Debited: Restoration System LLC's, Cripple Creek Stream & Wetland Mitigation Bank
(List the name of the bank to be debited. For umbrella banks, also list the specific site. For NCDMS, list NCDMS. If the NCDMS acceptance letter identifies a specific site, also list the specific site to be debited).

Section to be completed by the Mitigation Sponsor

Statement of Mitigation Liability Acceptance: I, the undersigned, verify that I am authorized to approve mitigation transactions for the Mitigation Sponsor shown below, and I certify that the Sponsor agrees to accept full responsibility for providing the mitigation identified in this document (see the table above), associated with the USACE Permittee and Action ID number shown. I also verify that released credits (and/or advance credits for NCDMS), as approved by the USACE, are currently available at the mitigation site identified above. Further, I understand that if the Sponsor fails to provide the required compensatory mitigation, the USACE Wilmington District Engineer may pursue measures against the Sponsor to ensure compliance associated with the mitigation requirements.

Mitigation Sponsor Name: _____

Name of Sponsor's Authorized Representative: _____

_____ _____

Signature of Sponsor's Authorized Representative **Date of Signature**

USACE Wilmington District
Compensatory Mitigation Responsibility Transfer Form, Page 2

Conditions for Transfer of Compensatory Mitigation Credit:

- Once this document has been signed by the Mitigation Sponsor and the USACE is in receipt of the signed form, the Permittee is no longer responsible for providing the mitigation identified in this form, though the Permittee remains responsible for any other mitigation requirements stated in the permit conditions.
- Construction within jurisdictional areas authorized by the permit identified on page one of this form can begin only after the USACE is in receipt of a copy of this document signed by the Sponsor, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein. For authorized impacts conducted by the North Carolina Department of Transportation (NCDOT), construction within jurisdictional areas may proceed upon permit issuance; however, a copy of this form signed by the Sponsor must be provided to the USACE within 30 days of permit issuance. NCDOT remains fully responsible for the mitigation until the USACE has received this form, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein.
- Signed copies of this document must be retained by the Permittee, Mitigation Sponsor, and in the USACE administrative records for both the permit and the Bank/ILF Instrument. It is the Permittee's responsibility to ensure that the USACE Project Manager (address below) is provided with a signed copy of this form.
- If changes are proposed to the type, amount, or location of mitigation after this form has been signed and returned to the USACE, the Sponsor must obtain case-by-case approval from the USACE Project Manager and/or North Carolina Interagency Review Team (NCIRT). If approved, higher mitigation ratios may be applied, as per current District guidance and a new version of this form must be completed and included in the USACE administrative records for both the permit and the Bank/ILF Instrument.

Comments/Additional Conditions:

This form is not valid unless signed below by the USACE Project Manager and by the Mitigation Sponsor on Page 1. ***Once signed, the Sponsor should provide copies of this form along with an updated bank ledger to: 1) the Permittee, 2) the USACE Project Manager at the address below, and 3) the Wilmington District Mitigation Office, Attn: Todd Tugwell, 3331 Heritage Trade Drive, Suite 105, Wake Forest, NC 27587 (email: todd.tugwell@usace.army.mil)***. Questions regarding this form or any of the permit conditions may be directed to the USACE Project Manager below.

USACE Project Manager: Samantha Dailey
USACE Field Office: Raleigh Regulatory Field Office
US Army Corps of Engineers
3331 Heritage Trade Drive, Suite 105
Wake Forest, North Carolina 27587
Email: Samantha.J.Dailey@usace.army.mil

DAILEY.SAMANTHA.J.1387567948

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Date: 2018.04.06 10:57:15 -04'00'

USACE Project Manager Signature

April 6, 2018
Date of Signature

Current Wilmington District mitigation guidance, including information on mitigation ratios, functional assessments, and mitigation bank location and availability, and credit classifications (including stream temperature and wetland groupings) is available at http://ribits.usace.army.mil.

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the Customer Satisfaction Survey located at our website at http://regulatory.usacesurvey.com/ to complete the survey online.

U.S. ARMY CORPS OF ENGINEERS
Wilmington District
Compensatory Mitigation Responsibility Transfer Form

Permittee: Broyhill Wiles Building and Developing, Inc. (Attn: Mr. Kent Wiles) **Action ID:** SAW-2007-00939
Project Name: Damascus Church Road **County:** Orange

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Permitted Impacts Requiring Mitigation* **8-digit HUC and Basin:** 03030002, Cape Fear River Basin

Stream Impacts (linear feet)			Wetland Impacts (acres)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-Riverine	Non-Riparian	Coastal
				0.173		

*If more than one mitigation sponsor will be used for the permit, only include impacts to be mitigated by this sponsor.

Compensatory Mitigation Requirements: **8-digit HUC and Basin:** 03030002, Cape Fear River Basin

Stream Mitigation (credits)			Wetland Mitigation (credits)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-Riverine	Non-Riparian	Coastal
				0.346		

Mitigation Site Debited: NCDMS
(List the name of the bank to be debited. For umbrella banks, also list the specific site. For NCDMS, list NCDMS. If the NCDMS acceptance letter identifies a specific site, also list the specific site to be debited).

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Mitigation Sponsor Name: _____

Name of Sponsor's Authorized Representative: _____

_____ _____
Signature of Sponsor's Authorized Representative **Date of Signature**

USACE Wilmington District
Compensatory Mitigation Responsibility Transfer Form, Page 2

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Date: 2018.04.06 10:52:10 -04'00'

USACE Project Manager Signature

April 6, 2018
Date of Signature

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ORANGE COUNTY PLANNING & INSPECTIONS DEPARTMENT
Craig N. Benedict, AICP, Director

Current Planning
(919) 245-2575
(919) 644-3002 (FAX)
www.co.orange.nc.us

ORANGE COUNTY
NORTH CAROLINA

131 West Margaret Lane
P O Box 8181
Hillsborough,
North Carolina, 27278

STREAM BUFFER USE AUTHORIZATION CERTIFICATE:

In accordance with:

- Article 2 *Procedures,*
- Section 2.15 *Applications - Major Subdivisions,*
- Section 2.20 *Stream Buffer Use Authorization Certificate,*
- Section 6.13 *Stream Buffers,*
- Section 6.21 *Flood Regulations,* and
- Article 7 *Subdivisions*

of the Orange County Unified Development Ordinance (hereafter 'the UDO'), this permit herby authorizes disturbance of identified stream and floodplain buffers consistent with a previously approved Major Subdivision, specifically The Lodges of Chapel Hill, further described as follows:

> *A 12-lot single-family residential subdivision located on 2 parcels of property totaling 43.83 acres, further identified utilizing Orange County Parcel Identification Numbers (PINs) 9777110563 and 9777029266, off of Damascus Church Road within the Chapel Hill Township of the County. The project shall be served by a single public road, referred to as Lodge Trail, extending approximately 4,000 ft. from Damascus Church Road. The proposed roadway shall be located within a 60 ft. wide easement and shall be constructed in accordance with applicable NC Department of Transportation public road standards. Approximately 14.6 acres of land area (33%) associated with the project is to be preserved as common open space owned by a local home owners association. Development the public roadway shall involve crossing of a stream and identified special flood hazard areas.*

(hereafter 'the project').

Broyhill Wiles Building and Developing INC. and their engineers, MacConnell & Associates, PC (hereafter 'the applicants') have submitted applications proposing the extension of the proposed roadway, which will extend across a water feature, specifically West Price Creek, located within the project. This proposal included initiation of a Conditional Letter of Map Revision (CLOMR) through the Federal Emergency Management Agency (FEMA) to address special flood hazard area impacts associated with the development of the proposed road.

Construction involves the installation of a *23'- 0" by 6'1"* Corrugated Aluminum Box Culvert (CABC) within the 60-foot right-of-way (ROW) of Lodge Trail to allow for the stream crossing.

After reviewing the submittal(s) in accordance with the provisions of Section(s) 2.20, 6.13, and 6.21 of the UDO, staff hereby **APPROVES WITH CONDITIONS** the proposal and issues a ***Stream Buffer Use Authorization Certificate*** allowing for the installation of the proposed roadway/CABC within identified stream and floodplain buffers on the previously identified parcels as part of the project subject to the following conditions:

a. The issuance of this use authorization certificate does not alter, waive, or exempt the applicant from complying with applicable conditions associated with the approval of the Preliminary Plat by the Orange County Board of Commissioners on April 6, 2010;

b. Prior to the commencement of land disturbing activities, applicant's shall secure any and all local, State, or Federal permits required for the project including but not limited to:

   i. US Army Corps of Engineers;

   ii. Orange County Erosion Control;

   iii. Orange County Stormwater;

   iv. NC Department of Transportation.

c. The issuance of this use authorization certificate does not exempt the applicant from complying with Section 6.21.5 (B) (4) (b) of the UDO, specifically: '*Before any building permit can be issued for the improvements associated with the crossing, an approved Letter of Map Revision shall be on file in the Planning and Inspections Department*'.

In issuing this use authorization certificate, staff has determined the following:

1. Per Section(s) 5.2.1 and 6.13 of the UDO *public and privates streets, bridges, railroad rights-of-way, and other similar travel ways* are permitted uses of property within identified stream buffers provided said crossings enter and exit the buffer area as nearly perpendicular as possible;

   STAFF DETERMINATION: The proposed roadway crossing does enter/exit the required buffer area as nearly perpendicular as possible.

2. The applicant has initiated the floodplain development permit process indicating the project complies with applicable provisions of the UDO;

3. The proposed activity, as detailed within the project development file demonstrates there are "*no practical alternatives* " with respect to the location of the proposed roadway.

Issuance of this use authorization certificate **does not** authorize development inconsistent with the approved site plan, including removal of stream/floodplain buffer not expressly identified as being subject to elimination, as contained within the project development file or data reviewed as part of the floodplain development permit application. Deviations from the approved plan(s) shall result in enforcement action being taken consistent with the UDO.

The issuance of this use authorization certificate does not, in and of itself, constitute permission to initiate land disturbing activity. This certificate merely denotes proposed modification/disturbance of identified stream and floodplain buffers is consistent with the parameters of the UDO. Land disturbing activity shall only commence once all required local, State, or Federal permits have been issued.

Approved by

1/25/2019
DATE

Federal Emergency Management Agency
Washington, D.C. 20472

North Carolina Floodplain Mapping Program
Cooperating Technical Partner

November 8, 2017

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Mark Dorosin
Chairman, Orange County Board of Commissioners
P.O. Box 8181
Hillsborough, NC 27278

IN REPLY REFER TO:
Case No.: 17-04-6512R
Community Name: Orange County, NC
Community No.: 370342

Dear Mr. Dorosin:

We are providing our comments with this enclosed Conditional Letter of Map Revision (CLOMR) on a proposed project within your community that, if constructed as proposed, could revise the effective Flood Insurance Study report and Flood Insurance Rate Map for your community.

If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Floodplain Administrator for your community. If you have any technical questions regarding this CLOMR, please contact the North Carolina Floodplain Mapping Program (NCFMP) at (919) 825-2316, or the Federal Emergency Management Agency (FEMA) Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on FEMA's website at https://www.fema.gov/national-flood-insurance-program, and additional information about the NCFMP is available at http://www.ncfloodmaps.com.

Sincerely,

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

John K. Dorman
Program Director
North Carolina Floodplain Mapping Program

List of Enclosures:

Conditional Letter of Map Revision Comment Document

cc: Ms. Bonnie B. Hammersley, County Manager, Orange County
Mr. Michael D. Harvey, Current Planning Supervisor, Orange County
Mr. Thomas A. Perdue, P.E., MacConnell and Associates, PC
Mr. Steve Garrett, CFM, LOMC Manager, North Carolina Floodplain Mapping Program
Mr. John D. Brubaker, P.E., CFM, NFIP Coordinator, North Carolina Emergency Management

Page 1 of 5	Issue Date: November 8, 2017	Case No.: 17-04-6512R	CLOMR-APP

Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT

COMMUNITY INFORMATION		PROPOSED PROJECT DESCRIPTION	BASIS OF CONDITIONAL REQUEST
COMMUNITY	Orange County North Carolina (Unincorporated Areas)	CULVERT	FLOODWAY HYDRAULIC ANALYSIS UPDATED TOPOGRAPHIC DATA
	COMMUNITY NO.: 370342		
IDENTIFIER	NC-17-585 Proposed Lodge Trail Culvert at West Price Creek	APPROXIMATE LATITUDE & LONGITUDE: 35.873, -79.096 SOURCE: ArcGIS DATUM: NAD 83	
AFFECTED MAP PANELS			
TYPE: FIRM* NO.: 3710977700K DATE: November 17, 2017		* FIRM - Flood Insurance Rate Map	

FLOODING SOURCE AND REACH DESCRIPTION See Page 2 for Additional Flooding Sources

West Price Creek - from a point approximately 600 feet upstream of the confluence with Price Creek and East Price Creek to a point approximately 1,900 feet upstream of the confluence with Price Creek and East Price Creek.

PROPOSED PROJECT DESCRIPTION

Flooding Source	Proposed Project	Location of Proposed Project
West Price Creek	New Corrugated Aluminum Box Culvert	The proposed culvert will be located in a proposed residential development located approximately three miles southwest of Chapel Hill along Damascus Church Road.

SUMMARY OF IMPACTS TO FLOOD HAZARD DATA

Flooding Source	Effective Flooding	Proposed Flooding	Increases	Decreases
West Price Creek	Zone AE	Zone AE	Yes	Yes
	Floodway	Floodway	Yes	Yes
	BFEs*	BFEs	Yes	Yes

* BFEs - Base (1-percent-annual-chance) Flood Elevations

COMMENT

This document provides the Federal Emergency Management Agency's (FEMA's) comment regarding a request for a CLOMR for the project described above. This document is not a final determination; it only provides our comment on the proposed project in relation to the flood hazard information shown on the effective National Flood Insurance Program (NFIP) map. We reviewed the submitted data and the data used to prepare the effective flood hazard information for your community and determined that the proposed project meets the minimum floodplain management criteria of the NFIP. Your community is responsible for approving all floodplain development and for ensuring that all permits required by Federal or State/Commonwealth law have been received. State/Commonwealth, county, and community officials, based on their knowledge of local conditions and in the interest of safety, may set higher standards for construction in the Special Flood Hazard Area (SFHA), the area subject to inundation by the base flood. If the State/Commonwealth, county, or community has adopted more restrictive or comprehensive floodplain management criteria, these criteria take precedence over the minimum NFIP criteria.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on the FEMA website at https://www.fema.gov/national-flood-insurance-program.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

To determine the changes in flood hazards that will be caused by the proposed project, we compared the hydraulic modeling reflecting the proposed project (referred to as the proposed conditions model) to the hydraulic modeling used to prepare the Flood Insurance Study (FIS) (referred to as the effective model). If the effective model does not provide enough detail to evaluate the effects of the proposed project, an existing conditions model must be developed to provide this detail. This existing conditions model is then compared to the effective model and the proposed conditions model to differentiate the increases or decreases in flood hazards caused by more detailed modeling from the increases or decreases in flood hazards that will be caused by the proposed project.

The table below shows the changes in the BFEs:

BFE Comparison Table

Flooding Source: West Price Creek		BFE Change (feet)	Location of maximum change
Existing vs. Effective	Maximum increase	0.1	Approximately 1,500 feet upstream of the confluence with East Price Creek
	Maximum decrease	0.5	Approximately 1,900 feet upstream of the confluence with East Price Creek
Proposed vs. Existing	Maximum increase	4.0	Approximately 1,100 feet upstream of the confluence with East Price Creek
	Maximum decrease	None	Not Applicable
Proposed vs. Effective	Maximum increase	3.6	Approximately 1,100 feet upstream of the confluence with East Price Creek
	Maximum decrease	0.5	Approximately 1,900 feet upstream of the confluence with East Price Creek

Increases due to the proposed project that exceed those permitted under Paragraphs (c)(10) or (d)(3) of Section 60.3 of the NFIP regulations must adhere to Section 65.12 of the NFIP regulations. With this request, your community has complied with all requirements of Paragraph 65.12(a) of the NFIP regulations. Compliance with Paragraph 65.12(b) also is necessary before FEMA can issue a Letter of Map Revision when a community proposes to permit encroachments into the effective regulatory floodway that will cause BFE increases in excess of those permitted under Paragraph 60.3(d)(3).

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on the FEMA website at https://www.fema.gov/national-flood-insurance-program.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency
Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

DATA REQUIRED FOR FOLLOW-UP LOMR

Upon completion of the project, your community must submit the data listed below and request that we make a final determination on revising the effective FIRM and FIS report. If the project is built as proposed and the data below are received, a revision to the FIRM and FIS report would be warranted.

• Form 1, entitled "Overview & Concurrence Form." Detailed application and certification forms must be used for requesting final revisions to the maps. Therefore, when the map revision request for the area covered by this letter is submitted, Form 1 must be included. If as-built conditions differ from the proposed plans, please submit new forms, which may be accessed at https://www.fema.gov/mt-2-application-forms-and-instructions, or annotated copies of the previously submitted forms showing the revised information.

• Form 2, entitled "Riverine Hydrology and Hydraulics Form." Hydraulic analyses for as-built conditions of the base flood and the non-encroachment stations, must be submitted with Form 2.

• Form 3, entitled "Riverine Structures Form."

• Hydraulic analyses, for as-built conditions, of the base flood; the 10-percent, 2-percent, and 0.2 percent annual chance floods; and the regulatory floodway, together with a topographic work map showing the revised floodplain and floodway boundaries. Please ensure that the revised information ties in with the current effective information at the downstream and upstream ends of the revised reach.

• An annotated copy of the FIRM, at the scale of the effective FIRM, that shows the revised floodplain and floodway boundary delineations shown on the submitted work map and how they tie into the floodplain and floodway boundary delineations shown on the current effective FIRM at the downstream and upstream ends of the revised reach

• As-built plans, certified by a registered professional engineer, of all proposed project elements

• A copy of the public notice distributed by your community, stating its intent to revise the regulatory floodway, or a signed statement by your community that it has notified all affected property owners and affected adjacent jurisdictions

• Documentation of the notification to property owners who will be affected by any widening/shifting of the base floodplain and/or any BFE increases along West Price Creek.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on the FEMA website at https://www.fema.gov/national-flood-insurance-program.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency
Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

• Evidence that your community has, prior to approval of the proposed encroachment, adopted floodplain management ordinances that incorporate the increased BFEs and revised floodway boundary delineations to reflect the post-project conditions, as stated in Paragraph 65.12(b)

• A letter stating that your community will adopt and enforce the modified regulatory floodway, OR, if the State/Commonwealth has jurisdiction over either the regulatory floodway or its adoption by your community, a copy of your community's letter to the appropriate State/Commonwealth agency notifying it of the modification to the regulatory floodway and a copy of the letter from that agency stating its approval of the modification

• FEMA's fee schedule for reviewing and processing requests for conditional and final modifications to published flood information and maps may be accessed at http://www.fema.gov/plan/prevent/fhm/frm_fees.shtm. The fee at the time of the map revision submittal must be received before we can begin processing the request. Payment of this fee can be made through a check or money order, made payable in U.S. funds to the National Flood Insurance Program, or by credit card (Visa or MasterCard only). Please forward the payment, along with the revision application, to the following address:

North Carolina MT-2 LOMC Depot
Attn: Steve Garrett
4218 Mail Service Center
Raleigh, North Carolina 27699-4218

or submit the LOMR using the Online LOMC portal at: https://hazards.fema.gov/femaportal/onlinelomc/signin

After receiving appropriate documentation to show that the project has been completed, FEMA will initiate a revision to the FIRM FIS report. Because the flood hazard information (i.e., base flood elevations, base flood depths, SFHAs, zone designations, and/or regulatory floodways) will change as a result of the project, a 90-day appeal period will be initiated for the revision, during which community officials and interested persons may appeal the revised flood hazard information based on scientific or technical data.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on the FEMA website at https://www.fema.gov/national-flood-insurance-program.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency
Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

COMMUNITY REMINDERS

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Mr. Jesse Munoz
Director, Mitigation Division
Federal Emergency Management Agency, Region IV
Koger Center – Rutgers Building
3003 Chamblee Tucker Road
Atlanta, GA 30341
(770) 220-5406

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on the FEMA website at https://www.fema.gov/national-flood-insurance-program.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

October 18, 2021

ORANGE COUNTY

Kent Biles
Broyhill Wiles
3808 Dunsinane Drive
Durham, NC 27707

SUBJECT: Driveway Permit for the Lodges at Chapel Hill
Located on SR 1939 (Damascus Church Road)

Dear Mr. Wiles:

Attached for your files is a copy of the Driveway Permit properly executed. The approval of this permit is also subject to the attached special provisions. This permit is valid for one year from the date of approval. A written request is needed for an extension. You will need to submit a request by October 18, 2022.

This permit approval is for permanent private road connection, Lodge Trail, for The Lodges at Chapel Hill Subdivision accessing Damascus Church Road. This permit approval does not constitute acceptance to the State Maintenance System, signing of plat, or approval for the design and construction of the internal road and structures. In accordance with the General Statute 136-102.2, this private road is not eligible for the State Maintenance system unless certain requirements are met. An explanation of these requirements can be found in the current (January 2010) NCDOT Subdivision Roads Manual.

When the work has been completed, notify DeAngelo J. Jones by letter at P. O. Box 766, Graham, NC 27253-0766 so that a final inspection can be made. If you have any questions, please contact Mr. Jones at (336) 570-6833.

Sincerely,

C. N. Edwards, P.E.
DISTRICT ENGINEER

Attachments
CNE/djj
Cc Wright Archer, III, P.E., NCDOT Division Engineer
Orange County
McConnell and Associates, PC

D071-068-21-00065 The Lodges at Chapel Hill SR 1939

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 7, DISTRICT 1
PO BOX 766
GRAHAM, NC 27253-0766

Telephone: (336) 570-6833
Fax: (336) 570-6876
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
115 EAST CRESCENT SQUARE DRIVE
GRAHAM, NC 27253

DRIVEWAY PERMIT SPECIAL PROVISIONS

In addition to the requirement listed in the permit, the special provisions below are required for the subject driveway permit:

1. A copy of the permit and the approved plans stamped by NCDOT will be on the site and available for inspection by NCDOT personnel while in construction is on progress. If safety or traffic conditions warrant such an action, NCDOT reserves the right to stop all work unless evidence of approval can be shown.

2. **It will be necessary for you or your contractor to notify Mr. DeAngelo J. Jones, Senior Assistant District Engineer, upon receipt of this letter to schedule a mandatory Preconstruction Conference, to provide your anticipated date of starting or to review any plan revisions made by the District Office prior to construction beginning on this permit. Ms. Hayes can be reached at (336) 570-6833 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.**

3. **When working within NCDOT right of way, District Personnel, Shawn Smith, shall be notified twenty- four (24) hours in advance at telephone number (336) 570-6833 for inspection at each of the following phases: (A) Drainage, (B) Grading, (C) Placement of base, (D) Paving, (E) Seeding.**

4. **When the work has been completed, please notify Mr. Jones by letter at P.O. Box 766, Graham, North Carolina 27253-0766 in order that a final inspection can be made.**

5. **WORK ZONE TRAFFIC CONTROL QUALIFICATIONS AND TRAINING PROGRAM-** Effective July 1, 2010, all flagging operations within NCDOT Right of Way required qualified and trained Work Zone Flaggers. Effective July 1, 2011, qualified and trained Work Zone Traffic Control Supervisors will be required on Significant Projects. Training for this certification will be provided by NCDOT approved training sources and/or private entities that have been pre-approved to train themselves. If you have questions, visit our web site at www.ncdot.org/doh/preconstruction/wztc/wztctrainingprogam/default.html or contact Stuart Bourne, P.E. with NCDOT Work Zone Traffic Control Unit at (919) 250-4159 or sbourne@ncdot.gov.

6. That the party of the second part agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of road users during construction and any subsequent maintenance. This shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Road and Structures and Amendments or Supplements thereto. When there is no guidance provided in Roadway Standard Drawings or Specifications, comply with the Manual on Uniform Traffic Control Devices for Streets and Highways and Amendment or Supplement thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

7. **Work requiring lane closure or restrictions will not be allowed between 7:00 am – 9:00 am and 4:00 p.m. – 7:00 p.m. Monday through Friday unless otherwise directed by the District Engineer or as shown on the approved plans.**

8. Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the District Engineer.

9. **At least one lane of traffic shall remain open at all times.**

10. Any work requiring equipment or personnel within 5' of the edge of any travel lane shall require a lane closure with appropriate tapers.

11. The District Office must be consulted if there are any changes in the plans as they were submitted.

12. Any damage to roadway, structures, or associated appurtenances shall be restored to its original condition as directed by the District Engineer.

13. Excavation material shall not be placed on the pavement. Drainage structures shall not be blocked with excavation material.

14. The applicant shall comply with all applicable federal, state and local environmental regulations, and shall obtain all necessary federal, state and local environmental permits, including but not limited to, those related to sediment control, storm water, wetland, streams, endangered species, and historical sites.

15. All suitable backfill material shall be compacted to 95% density in the shoulder areas, 100% density under pavement areas and in accordance with AASHTO T99 as modified by the North Carolina Department of Transportation. Note if contractor starts before weather conditions improve, then the existing material removed shall be replaced with suitable material as approved by the District Engineer so that proper compaction can be obtained. Certified compaction test results are to be submitted to the District Engineer upon request.

16. Before planting any landscape within the right of way, the encroaching party shall submit an application for a planting permit to this office. The permit must be approved prior to the installation of any plans.

17. All disturbed areas shall be repaired with the following rate of seed, fertilizer and limestone in pounds per acre, and the areas properly mulched and tacked:

    25# Reliant Hard Fescue
    100# Alta or Kentucky 31 Tall Fescue
    25# Kenblue Kentucky Bluegrass
    1000# 5-10-10 Fertilizer
    4000# Limestone

18. For your general information:
    - The $50.00 inspection fee for this driveway connection was paid by check. (Check #17065)

APPLICATION IDENTIFICATION

Driveway Permit No.	Date of Application 8/24/2021

County: Orange

Development Name: The Lodges at Chapel Hill

Route/Road: Damascus Church Road, Route 1939

SEP 07 2021

N. C. Dept. of Transportation
Division of Highways - 7th Div.
District Granville

Exact Distance 0.9 ☒ Miles ☐ Feet N ☐ S ☐ E ☐ W ☒

From the Intersection of Route No. 1939 and Route No. Smith Level Road Toward Graham West

Property Will Be Used For: ☒ Residential /Subdivision ☐ Commercial ☐ Educational Facilities ☐ TND ☐ Emergency Services ☐ Other

Property: ☐ is ☒ is not within City Zoning Area.

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a $50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

	PROPERTY OWNER (APPLICANT)		WITNESS
COMPANY	Broyhill Wiles Building and Developing Inc	NAME	Natasha Wiles
SIGNATURE	Kent Broyhill, president	SIGNATURE	Natasha Wiles
ADDRESS	3808 Dunsinane Drive	ADDRESS	3808 Dunsinane Drive
	Durham, NC 27707 Phone No. 9193069959		Durham, NC 27707
	AUTHORIZED AGENT		WITNESS
COMPANY		NAME	
SIGNATURE		SIGNATURE	
ADDRESS		ADDRESS	
	Phone No.		

APPLICATION RECEIVED BY DISTRICT ENGINEER

SIGNATURE DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE TITLE DATE

APPLICATION APPROVED BY DISTRICT ENGINEER

SIGNATURE 10-18-21 DATE

INSPECTION BY NCDOT

SIGNATURE TITLE DATE

COMMENTS:

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
LINDA CULPEPPER
Director

NORTH CAROLINA
Environmental Quality

May 3, 2019

DWR #19-0143
Orange County

Broyhill Wiles Building and Developing, Inc.
Attn: Kent Wiles
3808 Dunsinane Dr.
Durham, NC 27707

Subject: APPROVAL OF 401 WATER QUALITY CERTIFICATION WITH ADDITIONAL CONDITIONS
The Lodges at Chapel Hill (f.k.a. Damascus Church Road)

Dear Mr. Wiles:

You have our approval for the impacts listed below for the purpose described in your application received by the Division of Water Resources (Division) on January 29, 2019 with payment received on January 31, 2019 with additional information received on April 17, 2019. These impacts are covered by the attached Water Quality General Certification Number 4135 and the conditions listed below. This certification is associated with the use of Nationwide Permit Number 14 once it is issued to you by the U.S. Army Corps of Engineers. Please note that you should get any other federal, state or local permits before proceeding with your project, including those required by (but not limited to) Sediment and Erosion Control, Non-Discharge, and Water Supply Watershed regulations. **This 401 Water Quality Certification for DWR #19-0143 replaces the 401 Water Quality Certification for DWR #07-0235 v3 dated May 4, 2016.**

This approval requires you to follow the conditions listed in the enclosed certification and the following additional conditions:

1. The following impacts are hereby approved provided that all of the other specific and general conditions of the Certification are met. No other impacts are approved, including incidental impacts. [15A NCAC 02B .0506(b)(c)]

Type of Impact	Amount Approved (units) Permanent	Amount Approved (units) Temporary
Wetlands		
W1: Road Crossing	0.40 (acres)	0 (acres)
Stream		
S1: Road Crossing-Culvert	60 (linear feet)	0 (linear feet)

2. The permittee shall report to the Raleigh Regional Office any noncompliance with this certification, any violation of stream or wetland standards [15A NCAC 02B .0200] including but not limited to sediment impacts, and any violation of state regulated riparian buffer rules [15A NCAC 02B .0200]. Information shall be provided orally within 24 hours (or the next business day if a weekend or holiday) from the time the applicant became aware of the circumstances. A written submission shall also be provided within 5 business days of the time the applicant becomes aware of the circumstances. The written submission shall contain a description of the noncompliance, and its causes; the period of noncompliance, including exact dates and times, if the noncompliance has not been corrected, the anticipated time compliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The Division may waive the written submission requirement on a case-by-case basis.

3. No Waste, Spoil, Solids, or Fill of Any Kind
No waste, spoil, solids, or fill of any kind shall occur in wetlands, waters, or riparian areas beyond the footprint of the impacts depicted in the Pre-Construction Notification. All construction activities, including the design, installation, operation, and maintenance of sediment and erosion control Best Management Practices, shall be performed so that no violations of state water quality standards, statutes, or rules occur. [15A NCAC 02H .0501 and .0502]

4. Protective Fencing
The outside buffer, wetland or water boundary and along the construction corridor within these boundaries approved under this authorization shall be clearly marked with orange warning fencing (or similar high visibility material) for the areas that have been approved to infringe within the buffer, wetland or water prior to any land disturbing activities to ensure compliance with 15 NCAC 02H .0500. [15A NCAC 02H .0506 (b)(2) and (c)(2) and 15A NCAC 02H .0507 (c)]

5. This approval is for the purpose and design described in your application. The plans and specifications for this project are incorporated by reference as part of the Certification. If you change your project, you must notify the Division and you may be required to submit a

new application package with the appropriate fee. If the property is sold, the new owner must be given a copy of this approval letter and General Certification and is responsible for complying with all conditions. [15A NCAC 02B .0507(d)(2)]

This approval and its conditions are final and binding unless contested. [G.S. 143-215.5]

This Certification and Buffer Authorization can be contested as provided in General Statute 150B by filing a written petition for an administrative hearing to the Office of Administrative Hearings (hereby known as OAH) within sixty (60) calendar days.
A petition form may be obtained from the OAH at http://www.ncoah.com/ or by calling the OAH Clerk's Office at (919) 431-3000 for information. A petition is considered filed when the original and one (1) copy along with any applicable OAH filing fee is received in the OAH during normal office hours (Monday through Friday between 8:00am and 5:00pm, excluding official state holidays).

The petition may be faxed to the OAH at (919) 431-3100, provided the original and one copy of the petition along with any applicable OAH filing fee is received by the OAH within five (5) business days following the faxed transmission.

Mailing address for the OAH:

If sending by First Class Mail via the US Postal Service:
Office of Administrative Hearings
6714 Mail Service Center
Raleigh, NC 27699-6714

If sending via delivery service (e.g. UPS, FedEx):
Office of Administrative Hearings
1711 New Hope Church Road
Raleigh, NC 27609-6285

One (1) copy of the petition must also be served to Department of Environmental Quality:

William F. Lane, General Counsel
Department of Environmental Quality
1601 Mail Service Center
Raleigh, NC 27699-1601

Please send one (1) copy of the petition to DWR:

If sending by First Class Mail via the US Postal Service:
Karen Higgins
NC DWR – 401 & Buffer Permitting Branch

If sending via delivery service (e.g. UPS, FedEx):
Karen Higgins
NC DWR – 401 & Buffer Permitting Branch

1617 Mail Service Center
Raleigh, NC 27699-1617

512 N. Salisbury Street
Raleigh, NC 27604

This letter completes the review of the Division under section 401 of the Clean Water Act. Please contact Stephanie Goss at 919-791-4256 or stephanie.goss@ncdenr.gov if you have any questions or concerns.

Sincerely,

Rick Bolich, LG
Assistant Supervisor, Water Quality Regional Operations Section

Enclosure: GC 4135

cc: U.S. Army Corps of Engineers; Raleigh Regulatory Field Office; 3331 Heritage Trade Drive, Ste. 105; Wake Forest, NC 27597
DWR RRO 401 file
DWR 401 & Buffer Permitting Unit via Laserfiche
Thomas Purdue via e-mail at tapmacassoc@bellsouth.net

PLANNING & INSPECTIONS DEPARTMENT
Craig N. Benedict, AICP, Director

Engineering / Erosion Control / Stormwater
(919) 245-2575
(919) 644-3002 (FAX)
www.orangecountync.gov

ORANGE COUNTY
NORTH CAROLINA

131 W. Margaret Lane
Suite 201
P. O. Box 8181
Hillsborough, NC 27278

Letter of Approval

Wednesday, April 08, 2020

Kent Wiles
Broyhill Wiles Inc.
3808 Dunsmore Drive
Durham, NC 27707

Re: Erosion Control Plan Approval for Land-Disturbing Activity in Orange County, NC
Permit Number: *EC18-0098*
Project Name: *The Lodges at Chapel Hill*
Parcel ID Number: *9777029266*

To Person(s) Conducting Land Disturbing Activity:

Approval of the Erosion Control Plan for this site is hereby granted. This letter and its attached conditions, approvals, comments and statements becomes part of the approved Erosion Control Plan for this land-disturbing activity.

The land-disturbing permit (**Erosion Control Permit**) will be issued at the *Pre-Construction Conference*. **No timbering, grading, or other land-disturbing activities may occur prior to this conference**. Please read the attached *Conditions of Approval* carefully in order to understand your responsibilities and liabilities. After reading the *Conditions of Approval*, please sign and return the *Letter of Acknowledgement* provided. Failure to comply with the erosion control requirements of the Orange County Unified Development Ordinance may result in a stop work order, fines and/or penalties.

Sincerely,

Craig N. Benedict AICP
Orange County Planning and Inspections Director
cbenedict@orangecountync.gov

PLANNING & INSPECTIONS DEPARTMENT
Craig N. Benedict, AICP, Director

Engineering / Erosion Control / Stormwater
(919) 245-2575
(919) 644-3002 (FAX)
www.orangecountync.gov

ORANGE COUNTY
NORTH CAROLINA

131 W. Margaret Lane
Suite 201
P. O. Box 8181
Hillsborough, NC 27278

Conditions of Approval

Permit Number:	*EC18-0098*	**Jurisdiction:**	*Orange County*
Project Name:	*The Lodges at Chapel Hill*	**PIN or TMBL:**	*9777029266*
Approval Date:	*April 8, 2020*		
Approval Expires:	*October 8, 2021*		

Broyhill Wiles Inc. is listed as the entity responsible on the Statement of Ownership and Financial Responsibility form submitted for this site. (If you are not the owner/developer or other responsible person, please take this opportunity to correct this error as soon as possible; otherwise, you will be considered responsible.) Although you will probably contract someone (a general contractor, grading contractor, subcontractor, etc.) to actually implement and maintain the erosion control plan, it is your responsibility, according to the Orange County Unified Development Ordinance, to see that the requirements of the Ordinance and approved plan are achieved. It is also your responsibility to ensure the approved plan is successful in containing sediment on-site and that all permanent erosion control measures are successful. If these responsibilities are not fulfilled and enforcement and/or legal actions are taken, it will be against **Broyhill Wiles Inc.**, not the grading contractor or other contractor, unless they are the same person or firm.

Erosion Control personnel will cooperate with you and your designer and contractor to implement the approved plan and meet the Ordinance requirements. To accomplish this, both you and your agents must take the initiative in contacts with Erosion Control personnel. However, this interaction must not be interpreted as relieving you of any responsibilities and transferring it to the contractor or Erosion Control personnel. Neither should it be construed that Erosion Control personnel are acting as liaison between you and your designer, contractors, or other agents. If problems arise, Erosion Control personnel will suggest solutions; however these are only suggestions, since Erosion Control personnel will not act as your engineer. If necessary you must employ your engineer or architect to design a solution.

We will continue to work with you, your contractor, and designer, and we will contact personnel at the site whenever possible to keep the site in compliance (as long as all of you are responsive). If this approach fails, and you do not take the initiative in responding to requests for compliance, you will be given written notices of violation and enforcement action will be

taken should you fail to respond by the specified deadlines. It is hoped, and is our commitment, that the first approach to inspections and compliance will be successful and that a good working relationship can be established and maintained.

In undertaking this land-disturbing activity, be aware of and observe the following requirements of the Ordinance.

- **PRIORITIES:** Erosion and sediment control must be given equal, or greater if necessary, priority with grading, construction, and other efforts to develop the site. At certain times (for example, during initial construction and when repairs and maintenance are required) erosion and sediment control will require more effort to ensure success.

- **EXPIRATION: Erosion control plan approval expires if work does not begin within 18 months of the date of this letter. The land-disturbing permit expires with the plan approval or two years after work begins.**

- **THE WEATHER:** Assume that this site will get at least one 6-hour, 10-year storm event (0.67 inches/hour for 6 hours) and be prepared to handle the resulting runoff and control the erosion it will cause on the site. If your site is located within the Neuse River Basin, then erosion control measures are designed to withstand the 25-year storm.

- **INITIATIVE:** **Broyhill Wiles Inc.** must take the initiative in implementing the erosion control plan. This includes seeing that the construction sequence is followed, inspecting the installed devices, performing maintenance and installing additional devices when necessary. Do not wait for Erosion Control personnel to discover problems; their function is not to act as your construction inspector but to spot-check the site for compliance with the approved plan. When Erosion Control personnel discover problems and there has been no initiative on your part to make corrections, you will be expected to make corrections immediately, usually within one or two days.

- **OTHER APPROVALS AND PERMITS**: This project must comply with all local, State, and Federal environmental laws. You must have all necessary applicable approvals (i.e., zoning compliance, Department of Transportation, US Army Corps of Engineers, NC Division of Water Resources, sewer and water, etc.) required to begin this project so that work can continue uninterrupted to completion and there are no delays that will increase erosion and sediment generation. If these approvals are not obtained and work is suspended while waiting for them, the site will have to be stabilized until work resumes. If a Land-disturbing permit has not been obtained, it is your responsibility to ensure that it is purchased before work begins.

- **PROPERTY LINES, CLEARING LIMITS, ETC.**: **Broyhill Wiles Inc.** is responsible for determining where the property lines and clearing limits are, and for staying within those boundaries. You are also responsible for locating, and protecting such things as

setbacks, water quality buffers, absorption field sites, flood plains, protected wetlands, undisturbed areas, trees to be saved, etc.

- **PERFORMANCE**: The Ordinance is performance oriented. If it is determined that sediment damage (sediment lost off site or into streams, water bodies, or buffers) is occurring despite proper implementation and maintenance of the approved plan, it is your responsibility to provide additional sediment trapping and/or erosion control measures. Although the plan has been carefully reviewed, unexpected difficulties may be inevitable, and you must resolve them.

- **RESTORATION OF AREAS DAMAGED BY SEDIMENT**: You will be required to restore waters and land affected if you fail to prevent sediment damage resulting from this activity. This is in addition to any other penalty or injunctive relief.

- **CHANGES TO THE PLANS OR IN OWNERSHIP**: If significant changes are required to the approved plan, then you must have your designer make revisions and submit copies to the Division upon request. If the site plan is revised in any way that affects erosion and sediment control, you must inform us and submit revised plans. If ownership of this project changes and responsibility is transferred to another person, you or the new owner must inform us in writing with pertinent information such as contact name, address, telephone and fax numbers. Otherwise, **Broyhill Wiles Inc.** will be considered responsible. If you did not supply this office with the names and addresses of all members of your partnership you are responsible for supplying them with copies of this letter and any other correspondence from this office related to this project.

- **COMPLETION OF DISTURBANCE IN AS SHORT A TIME AS POSSIBLE**: Sediment-trapping devices are not 100% effective in removing soil particles from runoff. Therefore, the Ordinance requires that all land-disturbing activities be planned and conducted to limit exposure to the shortest feasible time. To accomplish this requirement construction must be continuous and uninterrupted until completion and permanent stabilization. If construction is interrupted or delayed or the project is abandoned, the site must be stabilized with adequate ground cover.

- **PROVIDE YOUR CONTRACTORS WITH A COPY OF THE APPROVED PLAN**: Make sure your contractor has a copy of the approved erosion control plan, has considered it in their bid, and is prepared to proactively implement the plan. If phases of the plan will be conducted by different subcontractors, **Broyhill Wiles Inc.** must ensure that their efforts are coordinated so that the approved plan is followed. For example: if the clearing and installation of the sediment trapping devices will be done by different contractors, the clearing must not get ahead of construction of the devices. As stated in the approved plan, the initial clearing must be limited to only that area necessary to gain access to and install the erosion and sediment control devices.

- **COORDINATION BETWEEN CONTRACTORS AND SUBCONTRACTORS**: You must ensure that sediment and erosion control is coordinated during timbering, clearing, grading, and construction so that controls and devices are maintained and not removed or damaged. If this site is subject to NCG010000, you must adhere to all applicable requirements of that NPDES permit. More on NCG010000 requirements are mentioned below.

- **KEEP A COPY OF THE APPROVED PLAN ON THE SITE:** The plan must be available to the contractor and inspection personnel. Failure to do so is a violation.

- **DISPOSAL OF CLEARING AND DEMOLITION DEBRIS AND CONSTRUCTION WASTE:** All debris and waste resulting from development of the site (stumps, brush, demolished structures, construction waste, etc.) must be properly disposed of in accordance with local and State regulations. **Open burning of trees, limbs, stumps, and construction debris is prohibited**. Concrete, stumps and other clearing debris and construction waste must be carried to appropriately permitted landfills.

- **SITE INSPECTIONS:** The Ordinance authorizes Erosion Control personnel to enter the site for the purpose of investigation and inspection. Erosion Control personnel will periodically inspect the site to determine if the approved plan is being implemented and if it is successful. If problems or violations are found, the Erosion Control personnel will attempt to contact site personnel to discuss with them and arrange corrections within a specified time. Also, a written site inspection report will be left with site personnel, in the mailbox on-site, or transmitted in another manner. If you, or your contractor, have questions about the inspection report, contact the Erosion Control personnel immediately - do not wait until the deadline to start asking questions.

- **COMMUNICATIONS**: In addition to leaving inspection reports on-site, a copy will be mailed and/or faxed to **Broyhill Wiles Inc.**. As the entity responsible for the land-disturbing activity, you should ensure compliance with the approved erosion control plan and see that your contractor corrects violations by the given deadline. Erosion Control personnel are generally in their offices and available by phone between 8:00 and 9:00 a.m. and 4:30 and 5:00 p.m., and have mobile phones as well. Feel free to contact them with any questions or concerns.

- **PERSONNEL, EQUIPMENT, AND MATERIALS MUST BE AVAILABLE FOR MAINTENANCE AND REPAIRS AT ALL TIMES**: Maintenance is a critical element of the erosion control plan needed to ensure that devices continue to operate effectively. You must be prepared to work on the devices when the need arises. In order to do this, you may consider stockpiling certain materials such as stone, sediment fence and wire, etc.

- **PREPARING FOR WORK**: Before beginning the project, be certain that all necessary materials, such as skimmers, riser structures, pipes, etc., are available and ready for delivery or already on site.

- **ENFORCEMENT ACTIONS:** If there is inadequate response to a verbal request or Notice of Violation, or you fail to properly implement the approved plan, enforcement action will be taken against the **Broyhill Wiles Inc.** to bring the site into compliance. Actions may include:

  Stop Work Orders: All work not directly related to erosion and sediment control and bringing the site into compliance, including building construction, must cease until the site is brought into compliance.

  Revocation of the Land-disturbing Permit: All work not directly related to erosion and sediment control and bringing the site into compliance, including building and home construction, must cease until the site is brought into compliance and another permit is issued.

  Fines: Up to $5000 per day may be assessed. Fines are the responsibility of **Broyhill Wiles Inc.**, not your contractor.

  Injunctive Relief: Legal action will be initiated in Superior Court to restrain the violation and bring the site into compliance.

- **STABILIZATION**: Disturbed areas must be stabilized within 7 or 14 calendar days of termination / completion of any phase of grading per the following guidelines by a temporary / permanent ground cover sufficient to restrain erosion.

  Perimeter dikes, swales, ditches, and slopes – 7 days
  High Quality Water Zones – 7 days
  Slopes 2:1 or steeper – 7 days
  Slopes between 2:1 and 3:1 greater than 10′ in length – 7 days
  Slopes between 2:1 and 3:1 less than 10′ in length – 14 days
  Slopes between 3:1 and 4:1 less than 50′ in length – 14 days
  Slopes between 3:1 and 4:1 greater than 50′ in length – 7 days
  Slopes flatter than 4:1 – 14 days

  As long as grading is not suspended more than the specified time period, the disturbed areas do not have to be stabilized until final grade is reached. However, if work is delayed or suspended for more than the specified time period and you are given a written notice to stabilize it, grading the area again does not allow you to disregard the notice. If an area is to be worked again, it must be graded and stabilized by the given deadline. When construction is completed, all disturbed areas must have a permanent, stabilizing ground cover applied within the specified time period.

The intent of this requirement is to limit erosion by completing the disturbance and stabilizing disturbed areas in as short a time as possible. To avoid stabilizing the same area several times, schedule work so that grading and other construction are coordinated. When a particular area is finished, permanently stabilize it immediately instead of waiting until the end of the project to stabilize the entire site at once.

- **SUCCESS OF PERMANENT MEASURES:** These measures (vegetation, other types of stabilization, channel linings, energy dissipaters, etc.) must be successful in restraining erosion. For example: If an annual plant (such as annual ryegrass) is used instead of a perennial for permanent stabilization, it is the responsibility of the owner to reseed and establish a permanent vegetative cover when the annual fails after one season. If vegetation in a ditch or channel fails to survive and establish a permanent cover so that erosion is restrained, then some other type of lining, such as matting or stone, must be provided by the owner.

- **MAINTENANCE OF PERMANENT MEASURES**: Maintenance is the responsibility of the owner except those measures in a street or utility right-of-way accepted by a government agency.

- **APPEALS**: You have the right to appeal the following: disapproval of the erosion control plan; modifications to the erosion control plan; any conditions of approval; and enforcement actions. Procedures are outlined in Section 2.26 of the Ordinance. Hearings are conducted by the North Carolina Office of Administrative Hearings.

- **NCG010000:** As of April 1, 2019, all new construction activities are required to complete and submit an electronic Notice of Intent (NOI) form requesting a Certificate of Coverage (COC) under the NCG010000 Construction Stormwater General Permit. This form MUST be submitted prior to the commencement of any land disturbing activity on the above named project. The NOI form may be accessed at deq.nc.gov/NCG01. Please direct questions about the NOI form to Annette Lucas at Annette.lucas@ncdenr.gov or Paul Clark at Paul.clark@ncdenr.gov. After you submit a complete and correct NOI Form, a COC will be emailed to you within three business days. Initially, DEMLR will not charge a fee for coverage under the NCG01 permit. However, on or after May 1, 2019, a $100 fee will be charged annually. This fee is to be sent to the DEMLR Stormwater Central Office staff in Raleigh.

  Title 15A NCAC 4B .0118(a) and the NCG01 permit require that the following documentation be kept on file at the job site:

  1. The approved E&SC plan as well as any approved deviation.
  2. The NCG01 permit and the COC, once it is received.
  3. Records of inspections made during the previous 30 days.

Conditions of Approval Particular to this Site

Several conditions specific to this project must be met as conditions of approval for the erosion control plan, before any work may begin. These are discussed below.

1. **LAND-DISTURBING PERMIT**: A Land-disturbing Permit must be purchased before any work begins. Failure to do so will subject you to enforcement actions that may include civil penalties of up to $5,000.00 per day, beginning on the date of detection and continuing until the violations are corrected. It is your responsibility to ensure that the Permit is purchased. In addition to the Permit fee, if applicable, the stormwater fee and plan review fee must be paid in full. The remaining fees to be paid for this project total $5,988.42.

2. **BEFORE** any land-disturbing activity can begin you must acknowledge in writing that you have read this letter, understand its requirements and implications, and are prepared to ensure that you, your contractors, agents, etc. will observe these requirements. A letter of acknowledgment is included.

3. This approval is based upon plan dated 2/18/2020, which indicates a maximum disturbed area of 10.02 Acres.

4. Contact Steve Kaltenbach at (919) 245-2588 to schedule the pre-construction conference. Typical attendees are the Owner and/or Representatives, Erosion Control Design Engineer, General Contractor and Grading Contractor.

We look forward to working with you toward the successful completion of this project. If you have questions about this letter or project, do not hesitate to contact Erosion Control personnel at the telephone number in the letterhead.

Failure to appeal these conditions in writing within 15 days after receipt of this letter, or initiation of land-disturbing activity, signifies your acceptance of these conditions of approval of the erosion control plan and your intention to observe and implement the conditions.

Letter of Acknowledgement

Engineering / Erosion Control / Stormwater Division
Orange County Planning and Inspections
Post Office Box 8181
Hillsborough, NC 27278

Re: Acknowledgment of Receipt and Reading of Letter of Erosion Control Plan Approval for:

Project Name: ***The Lodges at Chapel Hill***

Permit Number: ***EC18-0098***

Parcel Number: ***9777029266***

To whom it may concern:

I, a person with authority to execute instruments for ***The Lodges at Chapel Hill***, acknowledge that I have received this letter and the Conditions of Approval attachment, have read them, understand the requirements, and am prepared to ensure that my contractors, agents, etc. will observe these requirements and the approved erosion control plan. I also acknowledge that I am ultimately responsible for compliance with the approved erosion control plan and the Ordinance, and for ensuring that the plan is successfully implemented.

Please note that this site may have additional requirements regarding stormwater runoff during construction as noted below:

Kenton B. Wiles _____ 4-13-2020

Signature Date

Kenton B. Wiles, President

Please Print Name and Title Legibly

ORANGE COUNTY PLANNING and INSPECTIONS DEPARTMENT

Craig N. Benedict, AICP, Director

Erosion Control Division

RECEIPT

RECEIPT NUMBER: **R18-004504**
To: BROYHILL WILES BLD & DEV, INC

APD #: EC18-0098
TYPE: Erosion Control Application
TMBL:
PROJECT NAME: The Lodges at Chapel Hill
PARCEL: 9777029266

TRANSACTION DATE: 11/12/2018 TOTAL PAYMENT: **2,521.44**
TOTAL PAID FROM CURRENCY: **2,521.44**

TRANSACTION LIST:

Type	Method	Description	Amount
Payment	Check	103054	2,521.44
		Total :	**2,521.44**

ACCOUNT ITEM LIST:

FEE DESCRIPTION	ACCOUNT CODE	CALCULATED FEES
S&E INTENSE URBAN PLN RV	10625003-430	2,521.44
	Total :	**2,521.44**
	Balance Due:	**$0.00**

RECEIPT ISSUED BY: SKALTENBACH INITIALS: SK
ENTERED DATE: 11/12/2018 TIME: 11:10 AM

Please retain this receipt for your records.

ORANGE COUNTY PLANNING and INSPECTIONS DEPARTMENT

Craig N. Benedict, AICP, Director

Erosion Control Division

RECEIPT

RECEIPT NUMBER: **R18-004505**
To: BROYHILL WILES BLD & DEV, INC
APD #: EC18-0098
TYPE: Erosion Control Application
TMBL:
PROJECT NAME: The Lodges at Chapel Hill
PARCEL: 9777029266

TRANSACTION DATE: 11/12/2018 TOTAL PAYMENT: **500.00**
TOTAL PAID FROM CURRENCY: **500.00**

TRANSACTION LIST:

Type	Method	Description	Amount
Payment	Check	103072	500.00
		Total :	**500.00**

ACCOUNT ITEM LIST:

FEE DESCRIPTION	ACCOUNT CODE	CALCULATED FEES
S&E INTENSE URBAN PLN RV	10625003-430	2,521.44
STORMWATER MGMT PLAN	10625003-430	500.00
	Total :	**500.00**
	Balance Due:	**$0.00**

RECEIPT ISSUED BY: SKALTENBACH INITIALS: SK
ENTERED DATE: 11/12/2018 TIME: 11:13 AM

Please retain this receipt for your records.

RES-2022-017

Attachment 4

RESOLUTION OF THE
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

Date of Meeting: April 5, 2022

Name of Subdivision: The Lodges at Chapel Hill Subdivision

Owners: Broyhill Wiles Building and Developing Inc.

Applicant: Broyhill Wiles Building and Developing Inc.

The Board of County Commissioners hereby approves a modification to RES2010-028 which approved The Lodges at Chapel Hill Preliminary Plat. Section B.1 of the Resolution is hereby approved to read as follows:

B. Roads and Access

1. The owner/applicant shall, prior to the approval and recording of the Final Plat, construct the private road (including any intersections and alignments), to, at a minimum, Class A private road standards, as contained in Section 7.8.5 of the Orange County Unified Development Ordinance.

   OR

   The owner/applicant shall submit a letter of credit or cash bond to secure construction of the above private road improvements. The estimate shall be submitted by a certified/licensed engineer, grading contractor or other individual qualified to calculate the cost to complete the improvements according to approved plans and specifications, who has no direct or indirect ownership interest in the subdivision. The financial guarantee shall reflect one hundred ten (110) percent of that construction cost estimate and an accredited financial institution licensed to conduct business in North Carolina shall issue such financial guarantee. The financial guarantee shall be effective for 372 days after the County Manager signed the Certificate of Improvements.

   The document describing development restrictions to be recorded with the Final Plat shall state that the County shall not release the financial guarantee until the inspections and certifications listed in Section 7.8.5(F) of the Orange County Unified Development Ordinance have been received by the Planning Director.

All other Sections, including the remaining subsections of B, remain in effect as written in RES-2010-028.

NOW THEREFORE BE IT RESOLVED by the Board of Orange County Commissioners that Section B.1 of RES-2010-028 is hereby amended as shown above.

Upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution was adopted this the ___ day of _____ 2022.

I, Laura Jensen, Clerk to the Board of Commissioners for the County of Orange, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a meeting held on _____, 2022 as relates in any way to the adoption of the foregoing and that said proceedings are recorded in Minute Book No. ____ of the minutes of said Board.

WITNESS my hand and the seal of said County, this ____ day of _____, 2022.

_____
Clerk to the Board of Commissioners

Attachment 5

TOWN OF CARRBORO
NORTH CAROLINA
WWW.TOWNOFCARRBORO.ORG

MEMORANDUM

TO: Perdita Holtz, AICP, Planner III

CC: Trish McGuire, Carrboro Planning Director
Tina Moon, Carrboro Planning Administrator

FROM: Martin Roupe, Development Review Administrator

DATE: March 25, 2022

SUBJECT: Courtesy Review Comments for The Lodges at Chapel Hill, Orange County Project

Thank you for the opportunity to review the proposed project. Please find below courtesy review comments from Carrboro:

- Minimize impacts to stream buffers wherever possible.
- Please consider thoughtfully orienting the homes to balance opportunities for solar access with tree preservation and creating a sense of community for the neighborhood.
- Please consider making the homes electrified instead of gas and / or providing EV charging facilities at each home.
- Of note town staff is aware of informal trail systems around and possibly adjacent to the development, and wonder about the possibility of formalizing extensions from adjacent trails onto and through this site as means to provide recreational opportunities.

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 8-h

SUBJECT: First Reading: Emergency Services Franchise by Ordinance – First Choice Medical Transport, LLC

DEPARTMENT: Emergency Services

ATTACHMENT(S):
- First Choice Franchise Agreement

INFORMATION CONTACT:
Kirby Saunders, Emergency Services Director, (919) 245-6100
Kim Woodward, Emergency Medical Services EMS Division Chief, (919) 245-6133

PURPOSE: To approve, on First Reading, granting the renewal of a franchise agreement by ordinance to First Choice Medical Transport, LLC (First Choice) to provide routine convalescent transport services and surge capacity emergency services for basic life support (BLS) transportation. Approval on "first reading" is based on State law requiring that a franchise by ordinance pass two readings in order to be granted by the Board of Commissioners.

BACKGROUND: On February 2, 2010, the Board of Commissioners held a Public Hearing to determine the need for supplemental ambulance services in accordance with NC General Statute § 153A-250(a). At that time, the Board made the determination that franchise ambulance services were necessary to assure the provision of adequate and continuing ambulance service. State law requires that the Board of County Commissioners grant franchise agreements through County ordinance. This ordinance is required to pass two readings in order to be granted.

Orange County has historically granted franchise agreements for convalescent transport and emergency ambulance services and for rescue service. The convalescent transport ambulance services franchises are only used to provide non-emergency convalescent transport to medical facilities typically for the care and treatment of a resident's long term health needs. Franchisees may also provide surge capacity in a basic life support capacity during a widespread emergency that stresses the capacity of Orange County Emergency Medical Services. Orange County Emergency Services provides all other emergency response services for basic and advanced life support needs in the County.

Emergency Services has reviewed the overall Emergency Services System in the County to confirm that franchise services continue to be necessary to assure the provision of adequate and continuing ambulance services and to preserve, protect, and promote the public health, safety and welfare.

The Department has identified the following services as necessary to supplement and enhance the ambulance services within the Emergency Services System and to the residents of the Orange County. The services are:

Convalescent Transport Services
- ALS Transport
- BLS Transport

Emergency Services
- BLS Transport
- Medical Responder Non-transport
- EMT Non-transport

Rescue Services
- Confined Space
- Extrication
- Heavy Rescue
- High/Low Angle
- Swift Water
- Trench Collapse
- Underwater
- Wilderness Search & Rescue

First Choice has applied for Orange County Franchise renewal under the 2010 Franchise Ordinance. The application indicates First Choice is applying to provide the following services:

- Convalescent Transport Services, BLS Transport
- Emergency Services, BLS Transport

First Choice is headquartered in Cary, North Carolina and has been in service in the Wake County EMS System since 2011. Since 2011 First Choice has completed over 48,900 Basic Life Support (BLS) transports. First Choice has 48 employees and a fleet of 15 vehicles. First Choice has provided exemplary service in Orange County since 2016.

Emergency Services has reviewed the application, in conjunction with NC State Office of Emergency Medical Services, submitted by First Choice and inspected the premises, vehicles, equipment, and personnel of the company to assure compliance with the ordinance. The North Carolina General Statutes provide also that the Board, prior to granting a franchise, must "find that the franchise applicant is in compliance with Chapter 131E, Article 7."[1] Emergency Services has concluded that the company is in compliance with Chapter 131E, Article 7 that regulates emergency services permits to operate ambulances, standards for equipment, inspection of equipment and credentialed personnel.

Staff is recommending that First Choice be granted a Franchise to operate within the confines of the attached Franchise Ordinance. The terms of this Franchise Ordinance provide for a five-year franchise for the following:

Convalescent Transport Services
- Basic Life Support Transport Services

Emergency Services
- BLS Transport Services

The terms outlined in the Franchise Agreement have been negotiated and are consistent with the terms of An Ordinance Regulating Emergency Medical, First Responder and Rescue Service and Granting of Franchise and Contracts to the Operators In the County of Orange and its amendments.

[1] N.C. Gen. Stat. 153A-250(a).

FINANCIAL IMPACT: First Choice is a private provider of ambulance services and maintains an independent budget. There is no financial impact to the County.

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.

While the purpose of providing a franchise for ambulance service is not necessary to produce cost savings, the long term benefits of having the franchise is to improve ambulance service to the entire community and to allow better use of existing resources.

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

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

1. On first reading grant the renewal of a franchise for a five year term to First Choice Medical Transport, LLC for Basic Life Support Convalescent Transport Services and Emergency Services.

   a. Convalescent Transport Services
      - Basic Life Support Transport Services

   b. Emergency Services
      - Basic Life Support Transport Services

2. Approve the Franchise Agreement under which First Choice Medical Transport, LLC will operate during the five-year period of franchise. As a condition of granting the Franchise, First Choice must enter into an Operations Agreement with Orange County within 90 days of granting the franchise which provides for the daily operational functions within the Orange County Emergency Services System; and

3. Direct staff to bring back the Franchise Agreement for second reading approval at the Board's April 26, 2022 Business meeting.

First Choice Medical Transport, LLC
Franchise Ordinance

An Ordinance granting a non-exclusive Franchise ("hereafter Franchise") to First Choice Medical Transport, LLC, ("the Grantee") to operate Emergency Medical Basic Life Support Transportation Services and Convalescence Basic Life Support Transportation Services in Orange County, North Carolina.

WHEREAS, Orange County ("the Grantor"), desires to assure the availability of Emergency Medical and Convalescent Basic Life Support Transportation Services within the County;

WHEREAS, the Grantor has, following reasonable notice, and after consideration, analysis and deliberation conducted public proceedings, during which proceedings the technical ability, financial condition, legal qualifications and general character of the Grantee were determined to be acceptable to receive a Franchise to conduct its Emergency Medical and Convalescence Basic Life Support Transportation Services;

WHEREAS, the Grantor has determined that Grantee is entitled to have a non-exclusive Franchise granted, that a need exists for the Emergency Medical and Convalescent Basic Life Support Transportation Services contemplated herein to improve the level of services available to residents of Orange County, helping to assure the provisions of adequate and continuing services which preserves, protects, and promotes the public health safety and welfare, and that granting a Franchise to the Grantee is a cost effective and reasonable manner of meeting the need;

WHEREAS, the Grantee desires to operate Emergency Medical and Convalescent Basic Life Support Transportation Services within the Grantor's jurisdiction;

WHEREAS, the proposed Emergency Medical and convalescent Basic Life Support Transportation Services will fit within the existing services provided by the Orange County Emergency Services System so as not to adversely affect the level of services or operations of other Franchisees to render service; and

WHEREAS, the procedures of N.C. Gen. Stat. §153A-250, §153A-45, and §153A-46 have been complied with.

NOW THEREFORE, the parties agree as follows:

Section 1. Nature and Term of Grant

a. The Grantor hereby grants the Grantee a non-exclusive Franchise to operate and maintain Emergency Medical and Convalescent Basic Life Support Transportation Services (be an EMS and Convalescent Services provider) in the Franchise District upon the terms and conditions set forth herein.

b. The Franchise granted herein is for a term of five (5) years from the effective date of the Franchise, which shall begin on the first day following the date of acceptance by the Grantee of the Franchise terms and conditions set forth herein.

Section 2. Definitions

The following words, terms and phrases, when used in this Franchise, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

a. Ambulance. The term "ambulance" means any privately or publicly owned motor vehicle, aircraft, or vessel that is specifically designed, constructed, or modified and equipped and is intended to be used for and is maintained or operated for the transportation on the streets or highways, waterways, or airways of this State of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.

b. Ambulance Provider. The term "ambulance provider" means an individual, firm, corporation, or association who engages or professes to engage in the business or services of transporting patients in an ambulance.

c. Approved. The term "approved" shall mean approved by the North Carolina Medical Care Commission pursuant to the latter's rules and regulations promulgated under N. C. Gen. Stat. §143B-165.

d. Advisory Committee or Committee. The term "Advisory Committee" or "Committee" shall mean the Orange County Emergency Medical Services Committee which is the technical advisory committee designated by the Board of County Commissioners with respect to emergency medical services in Orange County.

e. Contract. The term "contract" shall mean the instrument by which both parties agree to the terms of operation of the service to be provided.

f. Convalescent Transportation Services. The term "convalescent transportation service" shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.

g. County. The term "County" shall mean Orange County and its Board of Commissioners or their designated representative(s).

h. Emergency. The term "emergency" or "emergency transportation services" shall mean the use of a service, its equipment and personnel to provide medical care, rescue, and/or transportation of a patient who is in need of

immediate rescue or medical treatment in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.

i. Emergency Services System or ESS. Emergency Services System or "ESS" shall mean a coordinated arrangement of local resources under the authority of the Emergency Services Director (including all agencies, personnel, equipment, and facilities) organized to respond to medical emergencies and integrated with other health care providers and networks including public health, community health monitoring activities, and special needs populations.

j. Emergency Medical Dispatcher or Telecommunicator. The term "emergency medical dispatcher" of "telecommunicator" shall mean an emergency telecommunicator who has completed educational requirements and been credentialed by the Department of Health and Human Services as an emergency medical dispatcher and who is available to receive requests for emergency services, to dispatch emergency services, and to advise local law enforcement agencies, fire departments, rescue squads, first or medical responder units and emergency medical services and facilities of any existing or threatened emergency.

k. Emergency Medical Services. "Emergency Medical Services" or "EMS" means services rendered by emergency medical services personnel in responding to improve the health and wellness of the community and to address the individual's need for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with G.S. 143-514, and the Orange County Medical Director in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.

l. Emergency Medical Services Instructor. "Emergency Medical Services Instructor" means an individual who has completed educational requirements approved by the Department of Health and Human Services and has been credentialed by that Department as an emergency medical services instructor.

m. Emergency Medical Services Peer Review Committee. Emergency Medical Service Peer Review Committee means a panel composed of EMS program representatives responsible for analyzing patient care data and outcome measures to evaluate the ongoing quality of patient care, system performance, and medical direction within the EMS system. The committee may include physicians, nurses, EMS personnel, medical facility personnel and county government staff as determined by the Emergency Services Director in consultation with the County Medical Director.

n. Emergency Medical Technician (EMT). The term "emergency medical technician" means an individual who has completed a training program in emergency medical care that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT in the Orange County EMS system.

o. Emergency Medical Technician – Intermediate (EMT-I). The term "emergency medical technician - intermediate" means an individual who has completed a training program in emergency medical care at the intermediate level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT - Intermediate by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services at the EMT-Intermediate level in the Orange County EMS system.

p. Emergency Medical Technician – Paramedic (EMT-P). The term "emergency medical technician - paramedic" means an individual who has completed a training program in emergency medical care at the paramedic level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT-Paramedic by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT-Paramedic in the Orange County EMS system.

q. Emergency Services Director. The term shall mean the person designated by the Orange County Board of Commissioners to manage the overall Emergency Services System in Orange County.

r. First Responder. The term "first responder" shall mean an organization with personnel trained in emergency medical care that is dispatched to the scene of a medical emergency for the primary purpose of providing emergency medical assistance to a patient until the ambulance and additional medical aid arrives.

s. Franchise. The term "franchise" shall mean a permit issued by the County to a person for the operation of am ambulance service, rescue squad or first responder unit.

t. Franchisee. The term "franchisee" shall mean any person having been issued a franchise by the County for the operation of an ambulance service, rescue squad or first responder unit.

u. Inspection. Inspection shall mean the physical review of buildings and facilities, vehicles, equipment, supplies, storage, repair and maintenance areas, records and any related materials.

v. License. The term "license" shall mean any driver's license or permit to operate a motor vehicle issued under or granted by the laws of the State of North Carolina.

w. Medical Responder. "Medical Responder" shall mean an individual who has completed an educational program in emergency medical care and first aid approved and credentialed by the Department of Health and Human Services as a medical responder and the Orange County Medical Director to operate in Orange County EMS.

x. Medical Director. "Medical Director" shall mean the physician appointed, either directly or by written delegation, by the County and have the responsibilities as provide by 10A NCAC 13P .0403 and 10A NCAC 13P .0404. The County may, in addition, appoint an assistant medical director. The medical director and the assistant medical director shall meet the criteria defined in the "North Carolina College of Emergency Physicians: Standards of Medical Oversight and Data Collection," which is incorporated by reference in accordance with N.C. Gen. Stat. §150B-21.6, including subsequent amendments and editions.

y. Non-Emergency Transportation Services. The term "non-emergency transportation service" shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.

z. Operation Protocols. "Operation Protocols" shall mean the administrative policies and procedures of EMS that provides guidance for the day-to-day operations of the system.

aa. Operator. The term "operator" shall mean a person in actual physical control of an ambulance or rescue service vehicle which is in motion or which has the engine running.

bb. Owner. The term "owner" shall man any person or entity who owns an ambulance or provides a service covered by this Ordinance.

cc. Patient. The term "patient" shall mean an individual who is sick, injured, wounded, or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated while being transported to or from a medical facility.

dd. Person. The term "person" shall mean any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or organization of any kind, including any governmental agency other than the United States.

ee. Practical Examination. "Practical Examination means a test where an applicant for credentialing as an emergency medical technician, or medical responder, emergency medical technician – intermediate, or emergency medical technician – paramedic demonstrates the ability to perform specified emergency medical care skills.

ff. Rescue. The term "rescue" shall mean the removal of individuals facing external, non-medical, and non-patient related peril to areas of relative safety.

gg. Rescue Squad or Rescue Unit. The term "rescue squad" or "rescue unit" shall mean a group of individuals who are not necessarily trained in emergency medical services, fire fighting, or law enforcement, but who expose themselves to an external, non-medical, and non-patient related peril to effect the removal of individuals facing the same type of peril to areas of relative safety.

hh. Secondary Ambulance Provider. The term "secondary ambulance provider" shall mean the system of personnel and equipment meeting the same criteria as a primary ambulance provider, but not normally dispatched on first call response.

ii. Service. The term "service" shall mean the same as owner.

jj. Treatment Protocols. "Treatment Protocols" shall mean a document approved by the medical director and the Office of Emergency Medical Service specifying the diagnostic procedures, treatment procedures, medication administration, and patient-care-related policies that shall be completed by emergency service personnel based upon the assessment of the patient.

kk. Victim. The term "victim" shall mean any patient or potential patient that is entrapped, entangled pinned, fallen, suspended, or otherwise in need of rescue services.

Section 4. General Responsibilities

a. Grantee is authorized under this Franchise to operate the following types of service(s), the combination of which shall constitute Grantee's "EMS Services for the purposes of this Franchise, and subcategories under which they can operate shall be identified in the "Operation Agreement" to be

entered into by the Franchisee and the County within 90 days after acceptance of the Franchise permit.

i. Emergency Services Basic Life Support Transport Services
ii. Convalescent Basic Life Support Transport Services

c. Grantee shall comply at all times with the requirements of "An Ordinance Regulating Ambulance, Emergency Medical, First Responder And Rescue Service And Granting Of Franchise And Contracts To The Operator In The County Of Orange ("EMS Franchise Ordinance"), this Franchise Agreements, the Operations Agreement, and all applicable laws relating to health, sanitation, safety, equipment, ambulance design or other EMS Services vehicle design and all legal requirements related to a Model EMS System and all other laws and ordinance;

a. Grantee shall maintain in good standing its state and local Drivers and Privilege license (s) to operate its ambulance or other EMS Services as provided for by Law.

b. Establish and maintain appropriate and effective professional working relationships with all public health, public safety, and emergency services organization and personnel.

c. Professional working relationships shall be cooperative and collaborative in nature.

d. Maintain neat, clean, and professional appearance of personnel, equipment and facilities.

Section 5. Scope of Service and Service Area

a. Grantee shall operate its EMS Services, 24 hours per each and every day of the calendar year, within the Franchise District specified in Exhibit A, except when a different or additional service area is provided for herein.

b. Grantor may from time to time alter, and at its sole discretion, amend Exhibit A and the service area of the County that constitute (s) the Franchise District.

c. Grantor shall at all times during the terms of the Franchise provide the highest level of care to all residents within the service area of the Franchise District.

Section 6. The Orange County Emergency Services System ("ESS") Plan

a. Grantee shall comply with the Grantor's official written ESS System Plan for the management and deployment of EMS Services Vehicles within the Franchise District and, additionally, within other service areas pursuant to the EMS System Mutual Aid Plan and any cooperative agreement to continue services in service areas where Franchisees' EMS System franchises has been suspended.

b. Grantee shall keep at its place a business at all times the most current copy of the ESS System Plan.

Section 7. Staffing and Performance Requirements

a. Grantee shall comply with the scope of practice rules promulgated by the North Carolina Medical Board pursuant to law regarding the medical skills and medication that may be used by credentialed emergency medical services personnel at each level of patient care.

b. Grantee shall comply with standard for drivers and attendants developed by the North Carolina Medical Care Commission as requirements for certification of emergency medical technicians pursuant to law, rules and regulations promulgated by the Board of Medical Examiners for advanced life support technicians, which is incorporated in this subsection by reference.

c. No staff of Grantee shall drive an ambulance vehicle, attend a patient, or permit an ambulance to be operated when transporting a patient within the County unless the driver holds a currently valid North Carolina Drivers license and currently valid credentials as an EMT, EMT-I or EMT-P issued by the North Carolina Department of Health and Human Services, Office of Emergency Medical Services. Notwithstanding the foregoing, in an exceptional circumstance when an EMT, EMT-I, or EMT-P is not available, for the purpose of driving only or when providing Non-Transport Service an approved firefighter, First or Medical Responder, Rescue Services Provider or law enforcement officer with a currently valid North Carolina drivers license may drive an ambulance, provided such driver does not attend a patient or victim or does not otherwise provide medical services to a patient or victim.

d. Grantee shall comply with the Grantor's official written EMS System Plan for the use of credentialed EMS personnel for all of the authorized Practice Settings. Any agreement between Grantee and a third party to provide special events coverage is subject to pre-approval in writing by the Grantor, which approval shall not be reasonable withheld.

e. Grantee's staff that operate EMS Service Vehicles shall actively participate in any emergency vehicle operations training provided by the Grantor as directed by the Emergency Services Director.

f. Grantee's staff shall comply with Grantor's official written EMS System continuing education plan for EMS personnel under the direction of the Orange County Continuing Education Coordinator.

g. Grantee staff shall also participate in all clinical and field internship educational components of Grantor's continuing education plan.

h. Grantee shall comply with all education program requirements for qualified credentialed EMS personnel as provided by law.

i. Grantee shall assign credentialed staff to assist, upon request, with any orientation provided by Grantor to local area hospitals that routinely receive patients from Grantee.

Section 8. Vehicle and Equipment Requirements

a. Grantee shall comply with all vehicle and equipment standards as developed by the North Carolina Medical Care Commission pursuant to law, including without limitation, those applicable to the EMS Services.

b. Grantee shall maintain for each ambulance and other EMS Services Vehicle a permit as provided for by law.

c. Grantee shall comply with the state EMS Non-Transporting Vehicle Permit requirements.

d. Grantee shall have available the following minimum number of ambulances and other EMS Services Vehicles in excellent working order to provide coverage to the service area of the Franchise District 24 hours per day.

One (1) Type 1 Ambulance, One (1) In Service Rescue Vehicles and other EMS Services Vehicles and equipment as necessary to provide the high quality of services provided for in this Franchise.

e. Grantee shall comply with the Grantor's operational protocols for the management of equipment, supplies and medications to assure that each ambulance and other EMS Services Vehicle contains the required equipment and supplies on each response; for cleaning and maintaining the equipment and vehicles; and to assure that supplies and medications are not used beyond the expiration date and stored in a temperature controlled atmosphere according to manufacturer's specifications.

f. Grantee shall comply with the Orange County's written infection control policy including the cleansing and disinfecting of ambulances and other EMS Services Vehicles and equipment that are used to treat or transport patients.

g. Grantor may, upon reasonable notice, inspect all equipment, ambulances and other EMS Service Vehicles used by Grantee.

Section 9. Communications Requirement

a. Grantee shall equip each ambulance and other EMS Services Vehicle with the following:

i. An operational two-way radio capable of establishing good quality voice communications from with the geographical confines of Orange County to each hospital emergency department in the County in which the service is based;

ii. Two-way radio communication capabilities for communication with all hospital emergency departments to which transportation of patients is made on a regular or routine basis anywhere within the State of North Carolina; and

iii. An operational two-way radio capable of establishing communications from within the geographic confines of Orange County to the Orange County Emergency Communications Center, which is the dispatching agency within the County.

b. This subsection shall not apply to privately owned vehicles of Grantee's staff.

c. Grantee shall maintain current authorization or Federal Communication Commission licenses for all frequencies and radio transmitters operated by Grantee. Grantee shall display at Grantee's headquarters and make available for inspection per Federal Communication Commission's rules and regulations copies of all authorization and licenses.

d. Grantee's base of operations shall have at least one open telephone 24 hours per each and every day of the calendar year. Grantee's telephone numbers shall be registered with Orange County Emergency Communication Center, and changes to Grantee's telephone numbers shall be transmitted to the Emergency Communication Center within 24 hours of such change.

e. Grantee's EMS Services shall be dispatched from the Orange County Emergency Communications Center.

Section 10. Data Collection and Performance Report

a. Grantee shall maintain the following records:

i. Records of dispatch which shall show time call was received, time dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.

ii. Trip Records stating all information required in subsection (i) of this Section in addition to information on a form approved by the County. The trip record shall be so designed as to provide the patient with a copy containing all required information.

iii. Personnel Checklist and Inspection Report listing contents and description for each vehicle, signed by the individual verifying vehicle operations and equipment.

iv. A detailed record of complaints received from the public, other enforcing agencies and services regarding Franchise infractions.

v. Any other records required by state law, rules or regulations or deemed by the Department of Emergency Service as relevant to the effective and efficient operations of the Emergency Management System as provided in the "Operations Agreement" and necessary for a fair determination of the capability of the Grantee to continue to provide Emergency Medical Services and Rescue Services in Orange County in accordance with the requirement of law and the provision of this Franchise.

b. All of the records identified in subsection (a) above shall be maintained for a minimum three (3) year period unless a longer retention period is otherwise required by law or other retention periods.

c. Grantee shall establish and maintain a system to record data that used the Model Data set and data dictionary as specified in "North Carolina College of Emergency Physicians: Standards for Medical Oversight and Data Collection."

d. Grantees shall maintain confidentiality of patient records as provided by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, N.C. Gen. Stat. 143-518 and all other state and federal law.

e. Grantee shall submit a written monthly report to the Emergency Services Director, or their designee, providing the number of calls and runs during the month. The report shall contain the number of emergency calls, the

number of convalescent calls, the total number of calls and the total number of patients transported.

f. Grantee may inspect Grantee's records at any time in order to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement; however, Grantor's shall inspect the Grantee's records at least once a year to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement.

Section 11. Medical Oversight

a. Grantee shall designate a representative of Grantee to attend and participate in regular meetings of the Orange County EMS Peer Review Committee.

b. Grantee shall monitor and comply with any online medical direction for operating within EMT-P systems.

c. Grantee shall comply with the Grantor's plan for Medical Oversight and Written Treatment Protocols.

d. Grantee shall comply with the Grantor's written plan to address the management of the EMS System including:

i. the triage of patients to appropriate facilities;

ii. transport of patients to facilities outside of the system;

iii. Arrangement for transporting patients to appropriate facilities when diversion or bypass plans are activated;

iv. A mechanism for reporting, monitoring and establishing standards for system response times;

v. A special events staffing plan;

vi. A disaster plan; and

vii. Mass gathering plan.

e. Grantee shall comply with the Medical Director's written guidance regarding decision about the equipment, medical supplies, and medications that will be carried on any ambulance or other EMS Services Vehicle.

f. The Medical Director may suspend temporarily, pending due process review by the EMS Peer Review Committee, any of Grantee's EMS personnel from further participation in the EMS system when the Medical

Director determines that the activities or medical care rendered by such personnel may be detrimental to the care of the patient, constitute unprofessional behavior or results in non-compliance with credentialing requirements.

Section 12. Rates and Adjustments

a. Grantee shall submit a schedule of rates to the Grantor for approval and shall not charge more or less than the rates authorized by Orange County without specific authorization from the Grantor.

b. Grantee shall not attempt to collect rates on emergency call until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the service; but Grantee may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention.

c. On Special Event coverage and convalescent calls, Grantee may attempt to collect payment before the ambulance or other EMS Services Vehicle begins its trip.

Section 13. Insurance

a. Within thirty (30) calendar days after the effective date of issuance of the Franchise, the Grantee shall provide proof of the required insurance. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina, covering the following:

i. Every ambulance or other EMS Services Vehicle owned and/or operated by or for the Grantee proving for the following payment of injury and damages:

(a) In the minimum sum of $1,000,000 for injury to or death of individuals in accidents resulting from any cause for which the owner of the vehicle would be liable on account of liability imposed on him by law, regardless of whether the vehicle was being driven by the owner of his agent; and

(b) In the minimum sum of $1,000,000 for the loss of or damage to the property of another, including personal property, or under like circumstances in sums as may be required by the State of North Carolina or as authorized by the Grantor.

(c) The insurance coverage minimum limits required in subsection (a) and (b) above shall be evaluated annually by the

Orange County Department of Emergency Services in consultation with the Orange County Risk Manager and the County Attorney's Office and may be revised by the Grantor as Grantor deems appropriate, and at Grantor's sole discretion. In directing a change in insurance coverage, the Department of Emergency Services shall consider the risk needs protected by this insurance coverage and the availability in the marketplace of the coverage amounts to be required.

ii. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina for Worker's Compensation coverage for all employees with statutory limits in compliance with applicable law.

b. Insurance coverage necessary to comply with this Section shall be approved by the Grantor, and copies of such insurance policies (or certificates of insurance) shall be provided to the Grantor.

c. The Grantor shall be named as an additional insured as its interests may appear.

Section 14. Transfer of Ownership or Control and Changes in Level of Services

a. Prior approval of the Grantor shall be required where ownership or control of more than ten percent of the right or control of the Grantee is acquired by a person or group of persons acting in convert, not of whom own or control ten percent or more of such rights of control, singularly or collectively, at the date of the grant of the Franchise. By its acceptance of the Franchise, the Grantee specifically agrees that any such acquisition occurring without prior approval of the Grantor shall constitute a violation of the Franchise by the grantee and shall be cause for termination at the option of the Grantor.

b. Any change in ownership of Grantee without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

c. Any change in the level of services offered by a Grantee's EMS Services unit without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

d. Grantee may not sell, assign, mortgage or otherwise the transfer the Franchise without the approval of the Grantor; if the Grantor sells, assigns, mortgages or otherwise transfer the Franchise without Grantor's approval this shall terminate the Franchise and require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

Section 15. Miscellaneous Provisions

a. Grantor may, upon reasonable notice, inspect the premises, vehicles, equipment and personnel of Grantee to ensure compliance with this Franchise and perform any other inspections that may be required.

b. Grantee shall make available for inspection by the State of North Carolina, the Grantor, or their designated representatives, Grantee's EMS Services, its equipment and the premises designated in the application and all records relating to its maintenance and operations as such.

c. Grantee shall cooperate with the Grantor to educate the public concerning injury prevention and community health.

d. Grantee's staff shall not wear or carry aboard any ambulance of other EMS Services Vehicles firearms or weapons as defined by law, which does not include tools that aid in providing services. The foregoing restriction shall not be construed to apply to equipment used by Grantee to provide EMS Services.

e. Grantee shall post its Franchise Certificate, issued to it by the Grantor, in a readily visible location at the Grantee's base of operations for the EMS Service.

f. Grantee shall not allow its Franchise Certificate to be defaced, removed, or obliterated.

g. Grantee shall comply with all applicable law and Grantor's policies and procedures related to confidentiality of medical information, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Section 16. Termination Provisions

a. Grantee may terminate this Franchise with 60 days written notice to Grantor and the Grantor may revoke the Franchise in the event of noncompliance with the provisions of the EMS Ordinance or this Franchise Agreement. After a notice of services termination is given, the Grantee may reapply for a franchise if a continued service is desired.

b. Upon suspension, revocation, termination or a stay by the Emergency Services Director of this Franchise, Grantee shall immediately cease all operations authorized by this Franchise.

c. Upon suspension, revocation, termination of a driver's license such person shall cease to dive an ambulance or other EMS Service Vehicle. Upon suspension, revocation or termination of an attendant's certificate (i.e., Medical Responder, EMT, EMT-I or EMT-P) by the Office of Emergency Medical Services or by the Medical Director, such person shall cease to attend patients or otherwise provide medical care. Grantee shall not permit the foregoing person to drive an ambulance or their EMS Service Vehicle or provide medical care in conjunction with EMS Services, if Grantee is found to have notice of or should have had notice of such suspension, revocation or termination at the sole discretion of the Grantor this shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

d. In the event that Grantee shall at any time during the Franchise desire to sell any of the real or personal property identified in Exhibit B (hereinafter "Asset" or "Assets"), which is hereby incorporated by reference, pursuant to a bona fide offer to a bona fide offer which it shall have received, it shall offer to sell any such Asset or Assets (hereafter "Asset or Assets for Sale) to Grantor at the same process as that contained in such bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer. The offer to Grantor to ell an Asset shall be in writing and shall include a copy of the bona fide offer for the Asset received by the Grantee. Grantor shall have 60 days from and after receipt thereof to decide whether or not to purchase the Asset or Assets for Sale at such prove. If Grantor shall give notice of intent not to purchase or shall give no notice within the time herein limited, Grantee may accept such offer and proceed with the sale thereunder. If Grantor notifies Grantee that it elects to purchase the Asset or Assets for Sale at such prove, the parties shall enter into a contract of purchase and sale forthwith. Such contract shall provide, among other things, for the conveyance of good and marketable title b warranty deed. Upon dissolution of the Grantee pursuant to N.C. Gen. Stat. § 55A-14-1, et seq., the Assets shall be either: (a) distributed to one or more appropriately receiving successor Franchisee (s) that will carry on, In Orange County, the functions of ambulance, first or medical responder, rescue or other related emergency services meeting one or more exempt purposes within the meaning of 501(c)(3) of the Internal Revenue code (or the corresponding section of any future federal tax code) or (b) distributed to the grantor for the foregoing public purposes. This subsection 16(d) of this EMS Service Franchise survives the termination of the Franchise.

Section 17. Forum for Litigation

Any litigation between the Grantor and Grantee arising under or regarding the Franchise shall occur, if in the North Carolina courts, in Orange County Superior Court or District Court having jurisdiction thereof, or if in the federal courts, in the United States District Court for the Middle District of North Carolina.

Section 18. Notice

Any notice provided for under the Franchise shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Grantor:

Orange County Emergency Services
Post Office Box 8181
Hillsborough, North Carolina 27278
Attn: Emergency Services Director
(919) 245-6100

If to the Grantee:

First Choice Medical Transport, LLC
123 Summer Lakes Drive
Cary, North Carolina 27513
Attn: Carol Varsano
(800) 380-7909

Section 19. Severability

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 20. Reservation of Rights

Notwithstanding any other provision of the Franchise, Grantor and Grantee reserve all rights that they may possess under the law unless expressly waived herein. Nothing herein shall constitute a waiver of rights of either party, provided, however, that both parties warrant and represent that, as of the effective date of the Franchise, they are not aware of any provision in the Franchise that is contrary to applicable law.

Section 21. Penalties and Remedies

a. A violation of any provision of this Franchise Ordinance or other failure of the Grantee to abide by the provisions of this Franchise shall subject the Grantee to a civil penalty of five hundred ($500) dollars. If Grantee fails to pay this penalty within ten (10) days after being cited for a violation, the Grantor may seek to recover the penalty by filing a civil action in the nature of a debt.

b. A violation of any provision of this Franchise Ordinance by the Grantee shall constitute a misdemeanor, punishable as provided in N.C. Gen. Stat. § 14-4.

c. The Grantor may seek to enforce this Franchise Ordinance through any appropriate equitable action.

d. Each day that a violation continues of this Franchise Ordinance after the Grantee has been notified of the violation shall constitute a separate offense.

e. The Grantor may seek to enforce this Franchise Ordinance by using any one or any combination of the foregoing remedies.

Section 22. Non-discrimination

The Grantee shall at all times remain in compliance with all applicable local, state, and federal laws, rules and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of the Orange County Non-Discrimination Policy is a violation of this Franchise and Grantor may immediately terminate this Franchise without further obligation on the part of the Grantor. This paragraph is not intended to limit and does not limit the definition of violation to discrimination.

Section 23. Acceptance by Grantee

This Franchise and all of its terms and provisions shall be accepted by Grantee in writing in the form hereinafter set forth within thirty (30) days of the grant of this Franchise by the Grantor and when accepted shall be filed with Grantor's Clerk who shall record the same in the Book of Ordinances.

Such written acceptance may be upon or at the end of a copy of this Franchise Ordinance and it shall state and express the acceptance of said Franchise and its terms, conditions and provisions; and Grantee shall agree in said written acceptance to abide by, to observe and

to perform the same according to all of its terms and provisions, subject to applicable state and federal law and shall declare that statements and recitals contained on said Franchise are correct and that it has made and does make the agreements and statements set forth in this Franchise. Acceptance herein referred to shall be in the following form:

The undersigned, Carol Varsano, in his/her capacity as Member/Co-Owner of the First Choice Medical Transport, LLC and on behalf of that agency, does hereby accept and approve the foregoing and attached Franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe and perform all of the obligations and things provided to be carried out and performed by it in said Franchise approved by the Grantor Commissioners, subject to applicable state and federal law.

IN WITNESS WHEREOF, this First Choice Medical Transport, LLC Franchise Ordinance passed on First Reading on the 5th day of April, 2022 and was passed and adopted on Second Reading this the 26th day of April, 2022.

_____
Renee Price, Chair
Orange County Board of Commissioners

ATTEST: _____
Laura Jensen, Clerk/Deputy Clerk to the
Orange County Board of Commissioners

ACCEPTANCE BY GRANTEE:

The undersigned, Carol Varsano, in his/her capacity as Member/Co-Owner of the First Choice Medical Transport, LLC and on behalf of that agency, does hereby accept and approve the foregoing and attached Franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe and perform all of the obligations and things provided to be carried out and performed by it in said Franchise approved by the Grantor Commissioners, subject to applicable state and federal law.

_____
Carol Varsano, Member/Co-Owner
First Choice Medical Transport, LLC

STATE OF NORTH CAROLINA)
)
COUNTY OF _____)

On the __ day of _____, 20___ before me a Notary Public for the County and State aforesaid, personally appeared before me _____ on behalf of said agency, acknowledges the signing and execution of the foregoing instrument.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by notarial seal on the day and year above written.

_____
Notary Public

My Commission Expires: _____

EXHIBIT A TO EMS SERVICES FRANCHISE FOR FIRST CHOICE MEDICAL TRANPSORT, LLC
FRANCHISE DISTRICT

Geographic Location: All of the County of Orange

EXHIBIT B TO EMS SERVICES FRANCHISE FOR FIRST CHOICE MEDICAL TRANSPORT, LLC

(Note: Replace with Completed Exhibit B)

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 8-i

SUBJECT: First Reading: Emergency Services Franchise by Ordinance – LifeStar Emergency Services - 2023, LLC

DEPARTMENT: Emergency Services

ATTACHMENT(S):
- LifeStar Franchise Agreement

INFORMATION CONTACT:
Kirby Saunders, Emergency Services Director, (919) 245-6100
Kim Woodward, Emergency Medical Services EMS Division Chief, (919) 245-6133

PURPOSE: To approve, on First Reading, granting the renewal of a franchise agreement by ordinance to LifeStar Emergency Services - 2023, LLC (LifeStar) to provide routine convalescent transport services and surge capacity emergency services for basic life support (BLS) transportation. Approval on "first reading" is based on State law requiring that a franchise by ordinance pass two readings in order to be granted by the Board of Commissioners.

BACKGROUND: On February 2, 2010, the Board of Commissioners held a Public Hearing to determine the need for supplemental ambulance services in accordance with N.C. Gen. Stat. § 153A-250(a). At that time, the Board made the determination that franchise ambulance services were necessary to assure the provision of adequate and continuing ambulance service. State law requires that the Board of County Commissioners grant franchise agreements through County ordinance. This ordinance is required to pass two readings in order to be granted.

Orange County has historically granted franchise agreements for convalescent transport and emergency ambulance services and for rescue service. The convalescent transport ambulance services franchises are only used to provide non-emergency convalescent transport to medical facilities typically for the care and treatment of a resident's long term health needs. Franchisees may also provide surge capacity in a basic life support capacity during a widespread emergency that stresses the capacity of Orange County Emergency Medical Services. Orange County Emergency Services provides all other emergency response services for basic and advanced life support needs in the County.

Emergency Services has reviewed the overall Emergency Services System in the County to confirm that franchise services continue to be necessary to assure the provision of adequate and continuing ambulance services and to preserve, protect, and promote the public health, safety and welfare.

The Department has identified the following services as necessary to supplement and enhance the ambulance services within the Emergency Services System and to the residents of the Orange County. The services are:

Convalescent Transport Services
- ALS Transport
- BLS Transport

Emergency Services
- BLS Transport
- Medical Responder Non-transport
- EMT Non-transport

Rescue Services
- Confined Space
- Extrication
- Heavy Rescue
- High/Low Angle
- Swift Water
- Trench Collapse
- Underwater
- Wilderness Search & Rescue

LifeStar has applied for Orange County Franchise renewal under the 2010 Franchise Ordinance. The application indicates LifeStar is applying to provide the following services:

- Convalescent Transport Services, BLS Transport
- Emergency Services, BLS Transport

LifeStar is headquartered in Winston Salem, North Carolina, has been in service in the Forsyth County EMS System since 2009 and has expanded into five additional counties including Orange County. LifeStar provides approximately 18,000 Basic Life Support (BLS) transports annually. LifeStar has over 85 employees and a fleet of 31 vehicles. They have shown themselves to be responsive, prompt, and courteous. LifeStar has been in operation in Orange County since 2017.

Emergency Services has reviewed the renewal application, in conjunction with NC State Office of Emergency Medical Services, submitted by LifeStar and inspected the premises, vehicles, equipment, and personnel of the company to assure compliance with the ordinance. The North Carolina General Statutes provide also that the Board, prior to granting a franchise, must "find that the franchise applicant is in compliance with Chapter 131E, Article 7."[1] Emergency Services has concluded that the company is in compliance with Chapter 131E, Article 7 that regulates emergency services permits to operate ambulances, standards for equipment, inspection of equipment and credentialed personnel.

Staff is recommending that LifeStar be granted a Franchise to operate within the confines of the attached Franchise Ordinance. The terms of this Franchise Ordinance provides for a five-year franchise for the following:

Convalescent Transport Services
- Basic Life Support Transport Services

Emergency Services
- BLS Transport Services

The terms outlined in the Franchise Agreement have been negotiated and are consistent with the terms of An Ordinance Regulating Emergency Medical, First Responder and Rescue

[1] N.C. Gen. Stat. 153A-250(a).

Service and Granting of Franchise and Contracts to the Operators In the County of Orange and its' amendments.

FINANCIAL IMPACT: LifeStar is a private provider of ambulance services and maintains an independent budget. There is no financial impact on the County.

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.

While the purpose of providing a franchise for ambulance service is not necessary to produce cost savings, the long term benefits of having the franchise is to improve ambulance service to the entire community and to allow better use of existing resources.

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

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

1. On first reading grant the renewal of a franchise for a five year term to LifeStar Emergency Services - 2023, LLC for Basic Life Support Convalescent Transport Services and Emergency Services.

   a. Convalescent Transport Services
      - Basic Life Support Transport Services

   b. Emergency Services
      - Basic Life Support Transport Services

2. Approve the Franchise Agreement under which LifeStar Emergency Services - 2023, LLC will operate during the five-year period of franchise. As a condition of granting the Franchise, LifeStar must enter into an Operations Agreement with Orange County within 90 days of granting the franchise which provides for the daily operational functions within the Orange County Emergency Services System; and

3. Direct staff to bring back the Franchise Agreement for second reading approval at the Board's April 26, 2022 Business meeting.

LifeStar Emergency Services – 2023, LLC d/b/a LifeStar Emergency Services Franchise Ordinance

An Ordinance granting a non-exclusive Franchise ("hereafter Franchise") to LifeStar Emergency Services – 2023, LLC d/b/a LifeStar Emergency Services ("the Grantee") to operate Emergency Medical Basic Life Support Transportation Services and Convalescence Basic Life Support Transportation Services in Orange County, North Carolina.

WHEREAS, Orange County ("the Grantor"), desires to assure the availability of Emergency Medical and Convalescent Basic Life Support Transportation Services within the County;

WHEREAS, the Grantor has, following reasonable notice, and after consideration, analysis and deliberation conducted public proceedings, during which proceedings the technical ability, financial condition, legal qualifications and general character of the Grantee were determined to be acceptable to receive a Franchise to conduct its Emergency Medical and Convalescence Basic Life Support Transportation Services;

WHEREAS, the Grantor has determined that Grantee is entitled to have a non-exclusive Franchise granted, that a need exists for the Emergency Medical and Convalescent Basic Life Support Transportation Services contemplated herein to improve the level of services available to residents of Orange County, helping to assure the provisions of adequate and continuing services which preserves, protects, and promotes the public health safety and welfare, and that granting a Franchise to the Grantee is a cost effective and reasonable manner of meeting the need;

WHEREAS, the Grantee desires to operate Emergency Medical and Convalescent Basic Life Support Transportation Services within the Grantor's jurisdiction;

WHEREAS, the proposed Emergency Medical and convalescent Basic Life Support Transportation Services will fit within the existing services provided by the Orange County Emergency Services System so as not to adversely affect the level of services or operations of other Franchisees to render service; and

WHEREAS, the procedures of N.C. Gen. Stat. §153A-250, §153A-45, and §153A-46 have been complied with.

NOW THEREFORE, the parties agree as follows:

Section 1. Nature and Term of Grant

a. The Grantor hereby grants the Grantee a non-exclusive Franchise to operate and maintain Emergency Medical and Convalescent Basic Life Support

Transportation Services (be an EMS and Convalescent Services provider) in the Franchise District upon the terms and conditions set forth herein.

b. The Franchise granted herein is for a term of five (5) years from the effective date of the Franchise, which shall begin on the first day following the date of acceptance by the Grantee of the Franchise terms and conditions set forth herein.

Section 2. Definitions

The following words, terms and phrases, when used in this Franchise, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

a. Ambulance. The term "ambulance" means any privately or publicly owned motor vehicle, aircraft, or vessel that is specifically designed, constructed, or modified and equipped and is intended to be used for and is maintained or operated for the transportation on the streets or highways, waterways, or airways of this State of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.

b. Ambulance Provider. The term "ambulance provider" means an individual, firm, corporation, or association who engages or professes to engage in the business or services of transporting patients in an ambulance.

c. Approved. The term "approved" shall mean approved by the North Carolina Medical Care Commission pursuant to the latter's rules and regulations promulgated under N. C. Gen. Stat. §143B-165.

d. Advisory Committee or Committee. The term "Advisory Committee" or "Committee" shall mean the Orange County Emergency Medical Services Committee which is the technical advisory committee designated by the Board of County Commissioners with respect to emergency medical services in Orange County.

e. Contract. The term "contract" shall mean the instrument by which both parties agree to the terms of operation of the service to be provided.

f. Convalescent Transportation Services. The term "convalescent transportation service" shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.

g. County. The term "County" shall mean Orange County and its Board of Commissioners or their designated representative(s).

h. Emergency. The term "emergency" or "emergency transportation services" shall mean the use of a service, its equipment and personnel to provide medical care, rescue, and/or transportation of a patient who is in need of immediate rescue or medical treatment in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.

i. Emergency Services System or ESS. Emergency Services System or "ESS" shall mean a coordinated arrangement of local resources under the authority of the Emergency Services Director (including all agencies, personnel, equipment, and facilities) organized to respond to medical emergencies and integrated with other health care providers and networks including public health, community health monitoring activities, and special needs populations.

j. Emergency Medical Dispatcher or Telecommunicator. The term "emergency medical dispatcher" of "telecommunicator" shall mean an emergency telecommunicator who has completed educational requirements and been credentialed by the Department of Health and Human Services as an emergency medical dispatcher and who is available to receive requests for emergency services, to dispatch emergency services, and to advise local law enforcement agencies, fire departments, rescue squads, first or medical responder units and emergency medical services and facilities of any existing or threatened emergency.

k. Emergency Medical Services. "Emergency Medical Services" or "EMS" means services rendered by emergency medical services personnel in responding to improve the health and wellness of the community and to address the individual's need for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with G.S. 143-514, and the Orange County Medical Director in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.

l. Emergency Medical Services Instructor. "Emergency Medical Services Instructor" means an individual who has completed educational requirements approved by the Department of Health and Human Services and has been credentialed by that Department as an emergency medical services instructor.

m. Emergency Medical Services Peer Review Committee. Emergency Medical Service Peer Review Committee means a panel composed of EMS program representatives responsible for analyzing patient care data and outcome measures to evaluate the ongoing quality of patient care, system performance, and medical direction within the EMS system. The committee may include physicians, nurses, EMS personnel, medical

facility personnel and county government staff as determined by the Emergency Services Director in consultation with the County Medical Director.

n. Emergency Medical Technician (EMT). The term "emergency medical technician" means an individual who has completed a training program in emergency medical care that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT in the Orange County EMS system.

o. Emergency Medical Technician – Intermediate (EMT-I). The term "emergency medical technician - intermediate" means an individual who has completed a training program in emergency medical care at the intermediate level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT - Intermediate by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services at the EMT-Intermediate level in the Orange County EMS system.

p. Emergency Medical Technician – Paramedic (EMT-P). The term "emergency medical technician - paramedic" means an individual who has completed a training program in emergency medical care at the paramedic level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT-Paramedic by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT-Paramedic in the Orange County EMS system.

q. Emergency Services Director. The term shall mean the person designated by the Orange County Board of Commissioners to manage the overall Emergency Services System in Orange County.

r. First Responder. The term "first responder" shall mean an organization with personnel trained in emergency medical care that is dispatched to the scene of a medical emergency for the primary purpose of providing emergency medical assistance to a patient until the ambulance and additional medical aid arrives.

s. Franchise. The term "franchise" shall mean a permit issued by the County to a person for the operation of am ambulance service, rescue squad or first responder unit.

t. Franchisee. The term "franchisee" shall mean any person having been issued a franchise by the County for the operation of an ambulance service, rescue squad or first responder unit.

u. Inspection. Inspection shall mean the physical review of buildings and facilities, vehicles, equipment, supplies, storage, repair and maintenance areas, records and any related materials.

v. License. The term "license" shall mean any driver's license or permit to operate a motor vehicle issued under or granted by the laws of the State of North Carolina.

w. Medical Responder. "Medical Responder" shall mean an individual who has completed an educational program in emergency medical care and first aid approved and credentialed by the Department of Health and Human Services as a medical responder and the Orange County Medical Director to operate in Orange County EMS.

x. Medical Director. "Medical Director" shall mean the physician appointed, either directly or by written delegation, by the County and have the responsibilities as provide by 10A NCAC 13P .0403 and 10A NCAC 13P .0404. The County may, in addition, appoint an assistant medical director. The medical director and the assistant medical director shall meet the criteria defined in the "North Carolina College of Emergency Physicians: Standards of Medical Oversight and Data Collection," which is incorporated by reference in accordance with N.C. Gen. Stat. §150B-21.6, including subsequent amendments and editions.

y. Non-Emergency Transportation Services. The term "non-emergency transportation service" shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.

z. Operation Protocols. "Operation Protocols" shall mean the administrative policies and procedures of EMS that provides guidance for the day-to-day operations of the system.

aa. Operator. The term "operator" shall mean a person in actual physical control of an ambulance or rescue service vehicle which is in motion or which has the engine running.

bb. Owner. The term "owner" shall man any person or entity who owns an ambulance or provides a service covered by this Ordinance.

cc. Patient. The term "patient" shall mean an individual who is sick, injured, wounded, or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated while being transported to or from a medical facility.

dd. Person. The term "person" shall mean any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or organization of any kind, including any governmental agency other than the United States.

ee. Practical Examination. "Practical Examination means a test where an applicant for credentialing as an emergency medical technician, or medical responder, emergency medical technician – intermediate, or emergency medical technician – paramedic demonstrates the ability to perform specified emergency medical care skills.

ff. Rescue. The term "rescue" shall mean the removal of individuals facing external, non-medical, and non-patient related peril to areas of relative safety.

gg. Rescue Squad or Rescue Unit. The term "rescue squad" or "rescue unit" shall mean a group of individuals who are not necessarily trained in emergency medical services, fire fighting, or law enforcement, but who expose themselves to an external, non-medical, and non-patient related peril to effect the removal of individuals facing the same type of peril to areas of relative safety.

hh. Secondary Ambulance Provider. The term "secondary ambulance provider" shall mean the system of personnel and equipment meeting the same criteria as a primary ambulance provider, but not normally dispatched on first call response.

ii. Service. The term "service" shall mean the same as owner.

jj. Treatment Protocols. "Treatment Protocols" shall mean a document approved by the medical director and the Office of Emergency Medical Service specifying the diagnostic procedures, treatment procedures, medication administration, and patient-care-related policies that shall be completed by emergency service personnel based upon the assessment of the patient.

kk. Victim. The term "victim" shall mean any patient or potential patient that is entrapped, entangled pinned, fallen, suspended, or otherwise in need of rescue services.

Section 4. General Responsibilities

a. Grantee is authorized under this Franchise to operate the following types of service(s), the combination of which shall constitute Grantee's "EMS Services for the purposes of this Franchise, and subcategories under which they can operate shall be identified in the "Operation Agreement" to be entered into by the Franchisee and the County within 90 days after acceptance of the Franchise permit.

i. Emergency Services Basic Life Support Transport Services
ii. Convalescent Basic Life Support Transport Services

c. Grantee shall comply at all times with the requirements of "An Ordinance Regulating Ambulance, Emergency Medical, First Responder And Rescue Service And Granting Of Franchise And Contracts To The Operator In The County Of Orange ("EMS Franchise Ordinance"), this Franchise Agreements, the Operations Agreement, and all applicable laws relating to health, sanitation, safety, equipment, ambulance design or other EMS Services vehicle design and all legal requirements related to a Model EMS System and all other laws and ordinance;

a. Grantee shall maintain in good standing its state and local Drivers and Privilege license (s) to operate its ambulance or other EMS Services as provided for by Law.

b. Establish and maintain appropriate and effective professional working relationships with all public health, public safety, and emergency services organization and personnel.

c. Professional working relationships shall be cooperative and collaborative in nature.

d. Maintain neat, clean, and professional appearance of personnel, equipment and facilities.

Section 5. Scope of Service and Service Area

a. Grantee shall operate its EMS Services, 24 hours per each and every day of the calendar year, within the Franchise District specified in Exhibit A, except when a different or additional service area is provided for herein.

b. Grantor may from time to time alter, and at its sole discretion, amend Exhibit A and the service area of the County that constitute (s) the Franchise District.

c. Grantor shall at all times during the terms of the Franchise provide the highest level of care to all residents within the service area of the Franchise District.

Section 6. The Orange County Emergency Services System ("ESS") Plan

a. Grantee shall comply with the Grantor's official written ESS System Plan for the management and deployment of EMS Services Vehicles within the Franchise District and, additionally, within other service areas pursuant to the EMS System Mutual Aid Plan and any cooperative agreement to continue services in service areas where Franchisees' EMS System franchises has been suspended.

b. Grantee shall keep at its place a business at all times the most current copy of the ESS System Plan.

Section 7. Staffing and Performance Requirements

a. Grantee shall comply with the scope of practice rules promulgated by the North Carolina Medical Board pursuant to law regarding the medical skills and medication that may be used by credentialed emergency medical services personnel at each level of patient care.

b. Grantee shall comply with standard for drivers and attendants developed by the North Carolina Medical Care Commission as requirements for certification of emergency medical technicians pursuant to law, rules and regulations promulgated by the Board of Medical Examiners for advanced life support technicians, which is incorporated in this subsection by reference.

c. No staff of Grantee shall drive an ambulance vehicle, attend a patient, or permit an ambulance to be operated when transporting a patient within the County unless the driver holds a currently valid North Carolina Drivers license and currently valid credentials as an EMT, EMT-I or EMT-P issued by the North Carolina Department of Health and Human Services, Office of Emergency Medical Services. Notwithstanding the foregoing, in an exceptional circumstance when an EMT, EMT-I, or EMT-P is not available, for the purpose of driving only or when providing Non-Transport Service an approved firefighter, First or Medical Responder, Rescue Services Provider or law enforcement officer with a currently valid North Carolina drivers license may drive an ambulance, provided such driver does not attend a patient or victim or does not otherwise provide medical services to a patient or victim.

d. Grantee shall comply with the Grantor's official written EMS System Plan for the use of credentialed EMS personnel for all of the authorized

Practice Settings. Any agreement between Grantee and a third party to provide special events coverage is subject to pre-approval in writing by the Grantor, which approval shall not be reasonable withheld.

e. Grantee's staff that operate EMS Service Vehicles shall actively participate in any emergency vehicle operations training provided by the Grantor as directed by the Emergency Services Director.

f. Grantee's staff shall comply with Grantor's official written EMS System continuing education plan for EMS personnel under the direction of the Orange County Continuing Education Coordinator.

g. Grantee staff shall also participate in all clinical and field internship educational components of Grantor's continuing education plan.

h. Grantee shall comply with all education program requirements for qualified credentialed EMS personnel as provided by law.

i. Grantee shall assign credentialed staff to assist, upon request, with any orientation provided by Grantor to local area hospitals that routinely receive patients from Grantee.

Section 8. Vehicle and Equipment Requirements

a. Grantee shall comply with all vehicle and equipment standards as developed by the North Carolina Medical Care Commission pursuant to law, including without limitation, those applicable to the EMS Services.

b. Grantee shall maintain for each ambulance and other EMS Services Vehicle a permit as provided for by law.

c. Grantee shall comply with the state EMS Non-Transporting Vehicle Permit requirements.

d. Grantee shall have available the following minimum number of ambulances and other EMS Services Vehicles in excellent working order to provide coverage to the service area of the Franchise District 24 hours per day.

One (1) Type 1 Ambulance, One (1) In Service Rescue Vehicles and other EMS Services Vehicles and equipment as necessary to provide the high quality of services provided for in this Franchise.

e. Grantee shall comply with the Grantor's operational protocols for the management of equipment, supplies and medications to assure that each ambulance and other EMS Services Vehicle contains the required

equipment and supplies on each response; for cleaning and maintaining the equipment and vehicles; and to assure that supplies and medications are not used beyond the expiration date and stored in a temperature controlled atmosphere according to manufacturer's specifications.

f. Grantee shall comply with the Orange County's written infection control policy including the cleansing and disinfecting of ambulances and other EMS Services Vehicles and equipment that are used to treat or transport patients.

g. Grantor may, upon reasonable notice, inspect all equipment, ambulances and other EMS Service Vehicles used by Grantee.

Section 9. Communications Requirement

a. Grantee shall equip each ambulance and other EMS Services Vehicle with the following:

i. An operational two-way radio capable of establishing good quality voice communications from with the geographical confines of Orange County to each hospital emergency department in the County in which the service is based;

ii. Two-way radio communication capabilities for communication with all hospital emergency departments to which transportation of patients is made on a regular or routine basis anywhere within the State of North Carolina; and

iii. An operational two-way radio capable of establishing communications from within the geographic confines of Orange County to the Orange County Emergency Communications Center, which is the dispatching agency within the County.

b. This subsection shall not apply to privately owned vehicles of Grantee's staff.

c. Grantee shall maintain current authorization or Federal Communication Commission licenses for all frequencies and radio transmitters operated by Grantee. Grantee shall display at Grantee's headquarters and make available for inspection per Federal Communication Commission's rules and regulations copies of all authorization and licenses.

d. Grantee's base of operations shall have at least one open telephone 24 hours per each and every day of the calendar year. Grantee's telephone numbers shall be registered with Orange County Emergency Communication Center, and changes to Grantee's telephone numbers shall

be transmitted to the Emergency Communication Center within 24 hours of such change.

e. Grantee's EMS Services shall be dispatched from the Orange County Emergency Communications Center.

Section 10. Data Collection and Performance Report

a. Grantee shall maintain the following records:

i. Records of dispatch which shall show time call was received, time dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.

ii. Trip Records stating all information required in subsection (i) of this Section in addition to information on a form approved by the County. The trip record shall be so designed as to provide the patient with a copy containing all required information.

iii. Personnel Checklist and Inspection Report listing contents and description for each vehicle, signed by the individual verifying vehicle operations and equipment.

iv. A detailed record of complaints received from the public, other enforcing agencies and services regarding Franchise infractions.

v. Any other records required by state law, rules or regulations or deemed by the Department of Emergency Service as relevant to the effective and efficient operations of the Emergency Management System as provided in the "Operations Agreement" and necessary for a fair determination of the capability of the Grantee to continue to provide Emergency Medical Services and Rescue Services in Orange County in accordance with the requirement of law and the provision of this Franchise.

b. All of the records identified in subsection (a) above shall be maintained for a minimum three (3) year period unless a longer retention period is otherwise required by law or other retention periods.

c. Grantee shall establish and maintain a system to record data that used the Model Data set and data dictionary as specified in "North Carolina College of Emergency Physicians: Standards for Medical Oversight and Data Collection."

d. Grantees shall maintain confidentiality of patient records as provided by the Health Insurance Portability and Accountability Act of 1996 (HIPAA),

Public Law 104-191, N.C. Gen. Stat. 143-518 and all other state and federal law.

e. Grantee shall submit a written monthly report to the Emergency Services Director, or their designee, providing the number of calls and runs during the month. The report shall contain the number of emergency calls, the number of convalescent calls, the total number of calls and the total number of patients transported.

f. Grantee may inspect Grantee's records at any time in order to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement; however, Grantor's shall inspect the Grantee's records at least once a year to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement.

Section 11. Medical Oversight

a. Grantee shall designate a representative of Grantee to attend and participate in regular meetings of the Orange County EMS Peer Review Committee.

b. Grantee shall monitor and comply with any online medical direction for operating within EMT-P systems.

c. Grantee shall comply with the Grantor's plan for Medical Oversight and Written Treatment Protocols.

d. Grantee shall comply with the Grantor's written plan to address the management of the EMS System including:

i. the triage of patients to appropriate facilities;

ii. transport of patients to facilities outside of the system;

iii. Arrangement for transporting patients to appropriate facilities when diversion or bypass plans are activated;

iv. A mechanism for reporting, monitoring and establishing standards for system response times;

v. A special events staffing plan;

vi. A disaster plan; and

vii. Mass gathering plan.

e. Grantee shall comply with the Medical Director's written guidance regarding decision about the equipment, medical supplies, and medications that will be carried on any ambulance or other EMS Services Vehicle.

f. The Medical Director may suspend temporarily, pending due process review by the EMS Peer Review Committee, any of Grantee's EMS personnel from further participation in the EMS system when the Medical Director determines that the activities or medical care rendered by such personnel may be detrimental to the care of the patient, constitute unprofessional behavior or results in non-compliance with credentialing requirements.

Section 12. Rates and Adjustments

a. Grantee shall submit a schedule of rates to the Grantor for approval and shall not charge more or less than the rates authorized by Orange County without specific authorization from the Grantor.

b. Grantee shall not attempt to collect rates on emergency call until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the service; but Grantee may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention.

c. On Special Event coverage and convalescent calls, Grantee may attempt to collect payment before the ambulance or other EMS Services Vehicle begins its trip.

Section 13. Insurance

a. Within thirty (30) calendar days after the effective date of issuance of the Franchise, the Grantee shall provide proof of the required insurance. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina, covering the following:

i. Every ambulance or other EMS Services Vehicle owned and/or operated by or for the Grantee proving for the following payment of injury and damages:

(a) In the minimum sum of $1,000,000 for injury to or death of individuals in accidents resulting from any cause for which the owner of the vehicle would be liable on account of

liability imposed on him by law, regardless of whether the vehicle was being driven by the owner of his agent; and

(b) In the minimum sum of $1,000,000 for the loss of or damage to the property of another, including personal property, or under like circumstances in sums as may be required by the State of North Carolina or as authorized by the Grantor.

(c) The insurance coverage minimum limits required in subsection (a) and (b) above shall be evaluated annually by the Orange County Department of Emergency Services in consultation with the Orange County Risk Manager and the County Attorney's Office and may be revised by the Grantor as Grantor deems appropriate, and at Grantor's sole discretion. In directing a change in insurance coverage, the Department of Emergency Services shall consider the risk needs protected by this insurance coverage and the availability in the marketplace of the coverage amounts to be required.

ii. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina for Worker's Compensation coverage for all employees with statutory limits in compliance with applicable law.

b. Insurance coverage necessary to comply with this Section shall be approved by the Grantor, and copies of such insurance policies (or certificates of insurance) shall be provided to the Grantor.

c. The Grantor shall be named as an additional insured as its interests may appear.

Section 14. Transfer of Ownership or Control and Changes in Level of Services

a. Prior approval of the Grantor shall be required where ownership or control of more than ten percent of the right or control of the Grantee is acquired by a person or group of persons acting in convert, not of whom own or control ten percent or more of such rights of control, singularly or collectively, at the date of the grant of the Franchise. By its acceptance of the Franchise, the Grantee specifically agrees that any such acquisition occurring without prior approval of the Grantor shall constitute a violation of the Franchise by the grantee and shall be cause for termination at the option of the Grantor.

b. Any change in ownership of Grantee without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

c. Any change in the level of services offered by a Grantee's EMS Services unit without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

d. Grantee may not sell, assign, mortgage or otherwise the transfer the Franchise without the approval of the Grantor; if the Grantor sells, assigns, mortgages or otherwise transfer the Franchise without Grantor's approval this shall terminate the Franchise and require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

Section 15. Miscellaneous Provisions

a. Grantor may, upon reasonable notice, inspect the premises, vehicles, equipment and personnel of Grantee to ensure compliance with this Franchise and perform any other inspections that may be required.

b. Grantee shall make available for inspection by the State of North Carolina, the Grantor, or their designated representatives, Grantee's EMS Services, its equipment and the premises designated in the application and all records relating to its maintenance and operations as such.

c. Grantee shall cooperate with the Grantor to educate the public concerning injury prevention and community health.

d. Grantee's staff shall not wear or carry aboard any ambulance of other EMS Services Vehicles firearms or weapons as defined by law, which does not include tools that aid in providing services. The foregoing restriction shall not be construed to apply to equipment used by Grantee to provide EMS Services.

e. Grantee shall post its Franchise Certificate, issued to it by the Grantor, in a readily visible location at the Grantee's base of operations for the EMS Service.

f. Grantee shall not allow its Franchise Certificate to be defaced, removed, or obliterated.

g. Grantee shall comply with all applicable law and Grantor's policies and procedures related to confidentiality of medical information, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Section 16. Termination Provisions

a. Grantee may terminate this Franchise with 60 days written notice to Grantor and the Grantor may revoke the Franchise in the event of noncompliance with the provisions of the EMS Ordinance or this Franchise Agreement. After a notice of services termination is given, the Grantee may reapply for a franchise if a continued service is desired.

b. Upon suspension, revocation, termination or a stay by the Emergency Services Director of this Franchise, Grantee shall immediately cease all operations authorized by this Franchise.

c. Upon suspension, revocation, termination of a driver's license such person shall cease to dive an ambulance or other EMS Service Vehicle. Upon suspension, revocation or termination of an attendant's certificate (i.e., Medical Responder, EMT, EMT-I or EMT-P) by the Office of Emergency Medical Services or by the Medical Director, such person shall cease to attend patients or otherwise provide medical care. Grantee shall not permit the foregoing person to drive an ambulance or their EMS Service Vehicle or provide medical care in conjunction with EMS Services, if Grantee is found to have notice of or should have had notice of such suspension, revocation or termination at the sole discretion of the Grantor this shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

d. In the event that Grantee shall at any time during the Franchise desire to sell any of the real or personal property identified in Exhibit B (hereinafter "Asset" or "Assets"), which is hereby incorporated by reference, pursuant to a bona fide offer to a bona fide offer which it shall have received, it shall offer to sell any such Asset or Assets (hereafter "Asset or Assets for Sale) to Grantor at the same process as that contained in such bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer. The offer to Grantor to ell an Asset shall be in writing and shall include a copy of the bona fide offer for the Asset received by the Grantee. Grantor shall have 60 days from and after receipt thereof to decide whether or not to purchase the Asset or Assets for Sale at such prove. If Grantor shall give notice of intent not to purchase or shall give no notice within the time herein limited, Grantee may accept such offer and proceed with the sale thereunder. If Grantor notifies Grantee that it elects to purchase the Asset or Assets for Sale at such

prove, the parties shall enter into a contract of purchase and sale forthwith. Such contract shall provide, among other things, for the conveyance of good and marketable title b warranty deed. Upon dissolution of the Grantee pursuant to N.C. Gen. Stat. § 55A-14-1, et seq., the Assets shall be either: (a) distributed to one or more appropriately receiving successor Franchisee (s) that will carry on, In Orange County, the functions of ambulance, first or medical responder, rescue or other related emergency services meeting one or more exempt purposes within the meaning of 501(c)(3) of the Internal Revenue code (or the corresponding section of any future federal tax code) or (b) distributed to the grantor for the foregoing public purposes. This subsection 16(d) of this EMS Service Franchise survives the termination of the Franchise.

Section 17. Forum for Litigation

Any litigation between the Grantor and Grantee arising under or regarding the Franchise shall occur, if in the North Carolina courts, in Orange County Superior Court or District Court having jurisdiction thereof, or if in the federal courts, in the United States District Court for the Middle District of North Carolina.

Section 18. Notice

Any notice provided for under the Franchise shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Grantor:

Orange County Emergency Services
Post Office Box 8181
Hillsborough, North Carolina 27278
Attn: Emergency Services Director
(919) 245-6100

If to the Grantee:

LifeStar Emergency Services – 2023, LLC d/b/a LifeStar Emergency Services
3475 Myer Lee Drive
Winston Salem, North Carolina 27101
Attn: Michel Lee Hoots
(336) 722-5433

Section 19. Severability

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 20. Reservation of Rights

Notwithstanding any other provision of the Franchise, Grantor and Grantee reserve all rights that they may possess under the law unless expressly waived herein. Nothing herein shall constitute a waiver of rights of either party, provided, however, that both parties warrant and represent that, as of the effective date of the Franchise, they are not aware of any provision in the Franchise that is contrary to applicable law.

Section 21. Penalties and Remedies

a. A violation of any provision of this Franchise Ordinance or other failure of the Grantee to abide by the provisions of this Franchise shall subject the Grantee to a civil penalty of five hundred ($500) dollars. If Grantee fails to pay this penalty within ten (10) days after being cited for a violation, the Grantor may seek to recover the penalty by filing a civil action in the nature of a debt.

b. A violation of any provision of this Franchise Ordinance by the Grantee shall constitute a misdemeanor, punishable as provided in N.C. Gen. Stat. § 14-4.

c. The Grantor may seek to enforce this Franchise Ordinance through any appropriate equitable action.

d. Each day that a violation continues of this Franchise Ordinance after the Grantee has been notified of the violation shall constitute a separate offense.

e. The Grantor may seek to enforce this Franchise Ordinance by using any one or any combination of the foregoing remedies.

Section 22. Non-discrimination

The Grantee shall at all times remain in compliance with all applicable local, state, and federal laws, rules and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any

violation of the Orange County Non-Discrimination Policy is a violation of this Franchise and Grantor may immediately terminate this Franchise without further obligation on the part of the Grantor. This paragraph is not intended to limit and does not limit the definition of violation to discrimination.

Section 23. Acceptance by Grantee

This Franchise and all of its terms and provisions shall be accepted by Grantee in writing in the form hereinafter set forth within thirty (30) days of the grant of this Franchise by the Grantor and when accepted shall be filed with Grantor's Clerk who shall record the same in the Book of Ordinances.

Such written acceptance may be upon or at the end of a copy of this Franchise Ordinance and it shall state and express the acceptance of said Franchise and its terms, conditions and provisions; and Grantee shall agree in said written acceptance to abide by, to observe and to perform the same according to all of its terms and provisions, subject to applicable state and federal law and shall declare that statements and recitals contained on said Franchise are correct and that it has made and does make the agreements and statements set forth in this Franchise. Acceptance herein referred to shall be in the following form:

The undersigned, Michael Lee Hoots, in his/her capacity as Director of the LifeStar Emergency Services – 2023, LLC d/b/a LifeStar Emergency Services and on behalf of that agency, does hereby accept and approve the foregoing and attached Franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe and perform all of the obligations and things provided to be carried out and performed by it in said Franchise approved by the Grantor Commissioners, subject to applicable state and federal law.

This the 26th day of April, 2022

IN WITNESS WHEREOF, this LifeStar Emergency Services Franchise Ordinance passed on First Reading on the 5th day of April, 2022 and was passed and adopted on Second Reading this the 26th day of April, 2022.

_____

Renee Price, Chair
Orange County Board of Commissioners

ATTEST: _____

Laura Jenson, Clerk/Deputy Clerk to the
Orange County Board of Commissioners

ACCEPTANCE FOR GRANTEE:

The undersigned, Michael Lee Hoots, in his/her capacity as Director of the LifeStar Emergency Services – 2023, LLC d/b/a LifeStar Emergency Services and on behalf of that agency, does hereby accept and approve the foregoing and attached Franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe and perform all of the obligations and things provided to be carried out and performed by it in said Franchise approved by the Grantor Commissioners, subject to applicable state and federal law.

_____
Michael Lee Hoots, Director
LifeStar Emergency Services – 2023, LLC d/b/a LifeStar Emergency Services

STATE OF NORTH CAROLINA)
)
COUNTY OF _____)

On the ___ day of _____, 20 before me a Notary Public for the County and State aforesaid, personally appeared before me _____ on behalf of said agency, acknowledges the signing and execution of the foregoing instrument.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by notarial seal on the day and year above written.

_____
Notary Public

My Commission Expires: _____

EXHIBIT A TO EMS SERVICES FRANCHISE FOR LIFESTAR EMERGENCY SERVICES – 2023 D/B/A LIFESTAR EMERGENCY SERVICES

FRANCHISE DISTRICT

Geographic Location: All of the County of Orange

EXHIBIT B TO EMS SERVICES FRANCHISE FOR LIFESTAR EMERGENCY SERVICES – 2023 D/B/A LIFESTAR EMERGENCY SERVICES

(Note: Replace with Completed Exhibit B)

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 8-j

SUBJECT: First Reading: Emergency Services Franchise by Ordinance – South Orange Rescue Squad

DEPARTMENT: Emergency Services

ATTACHMENT(S):
- South Orange Rescue Squad Franchise Agreement

INFORMATION CONTACT:
Kirby Saunders, Emergency Services Director, (919) 245-6100
Kim Woodward, Emergency Medical Services EMS Division Chief, (919) 245-6133

PURPOSE: To approve, on First Reading, granting the renewal of a franchise agreement by ordinance to South Orange Rescue Squad, Inc. (SORS) to continue providing emergency services basic life support transport service, special event coverage, as well as technical rescue services. Approval on "first reading" is based on State law requiring that a franchise by ordinance pass two readings in order to be granted by the Board of Commissioners.

BACKGROUND: On February 2, 2010, the Board of Commissioners held a Public Hearing to determine the need for supplemental ambulance services in accordance with NC General Statute § 153A-250(a). At that time, the Board made the determination that franchise ambulance services were necessary to assure the provision of adequate and continuing ambulance service. State law requires that the Board of County Commissioners grant franchise agreements through County ordinance. This ordinance is required to pass two readings in order to be granted.

Orange County has historically granted franchise agreements for convalescent transport and emergency ambulance services and for rescue service. Franchisees may also provide surge capacity in a basic life support capacity during a widespread emergency that stresses the capacity of Orange County Emergency Medical Services. Orange County Emergency Services provides all other emergency response services for basic and advanced life support needs in the County. The franchise for rescue service is necessary to provide specialized rescue service for circumstances involving confined space, swift water, and other hazardous situations where other first responders may not have specialized training.

Emergency Services has reviewed the overall Emergency Services System in the County to confirm that franchise services continue to be necessary to assure the provision of adequate and continuing ambulance services and to preserve, protect, and promote the public health, safety and welfare.

The Department has identified the following services as necessary to supplement and enhance the ambulance services within the Emergency Services System and to the residents of the Orange County. The services are:

Convalescent Transport Services

- ALS Transport
- BLS Transport

Emergency Services

- BLS Transport
- Medical Responder Non-transport
- EMT Non-transport

Rescue Services

- Confined Space
- Extrication
- Heavy Rescue
- High/Low Angle
- Swift Water
- Trench Collapse
- Underwater
- Wilderness Search & Rescue

SORS has applied for Orange County Franchise renewal under the 2010 Franchise Ordinance. The application indicates SORS is applying to provide the following services:

- Basic Life Support Transport
- EMT Non-Transport
- Confined Space
- High/Low Angle
- Swift Water
- Wilderness Search & Rescue

SORS is headquartered in Carrboro, North Carolina, has been in service in the Orange County EMS System since 1971. From the SORS website, "It is the Mission of South Orange Rescue Squad to foster high professional standards & acts of service by its membership to its community for the provision of Emergency, General and Technical Rescue Services. South Orange Rescue Squad seeks to carry out these spirited goals by organizing local residents and students, providing training and coordinating provision of services in conjunction with established professional agencies in Orange County, North Carolina and the University of North Carolina at Chapel Hill." SORS continues to provide these services as an all-volunteer agency with tremendous professionalism.

SORS provides a Basic Life Support ambulance seven nights per week, 365 days per year as well as provides a BLS ambulance from 6:00 am to 6:00 pm on Saturdays. In addition, SORS provides countless hours of special event coverage for sporting events, mass gatherings, etc. SORS also provides CPR courses free of charge to the community and has provided this life saving training to Spanish speaking residents.

Emergency Services has reviewed the application, in conjunction with NC State Office of Emergency Medical Services, submitted by SORS and inspected the premises, vehicles, equipment, and personnel of the company to assure compliance with the ordinance. The North Carolina General Statutes provides also that the Board, prior to granting a franchise, must "find that the franchise applicant is in compliance with Chapter 131E, Article 7."[1] Emergency Services has concluded that the company is in compliance with Chapter 131E, Article 7 that

[1] N.C. Gen. Stat. 153A-250(a).

regulates emergency services permits to operate ambulances, standards for equipment, inspection of equipment and credentialed personnel.

The agreement with ambulance and rescue service provider, SORS, has reached the end of its term. Staff is recommending that SORS be granted a Franchise to operate within the confines of the attached Franchise Ordinance. The terms of this Franchise Ordinance provides for a five-year franchise for the following:

Emergency Services
- Basic Life Support Transport Services
- EMT Non-transport

Rescue Services
- Confined Space
- High/Low Angle
- Swift Water
- Wilderness Search & Rescue

The terms outlined in the Franchise Agreement have been negotiated and are consistent with the terms of An Ordinance Regulating Emergency Medical, First Responder and Rescue Service and Granting of Franchise and Contracts to the Operators In the County of Orange and its' amendments.

FINANCIAL IMPACT: SORS is a non-profit corporation provider of ambulance services and maintains an independent budget. There is no financial impact to the County

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.

While the purpose of providing a franchise for ambulance service is not necessary to produce cost savings, the long term benefits of having the franchise is to improve ambulance service to the entire community and to allow better use of existing resources.

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

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

1. On first reading grant the renewal of a franchise for a five year term to South Orange Rescue Squad, Inc. for Emergency Services and Rescue Services.

   a. Emergency Services
      - Basic Life Support Transport Services
      - EMT Non-Transport

   b. Rescue Services
      - Confined Space
      - High/Low Angle

- Swift Water
- Wilderness Search & Rescue

2. Approve the Franchise Agreement under which South Orange Rescue Squad, Inc. will operate during the five-year period of franchise. As a condition of granting the Franchise within the 90 days of the granting of the Franchise, SORS will enter into an Operations Agreement with Orange County that provides for the daily operational functions within the Orange County Emergency Services System.

3. Direct staff to bring back the Franchise Agreement for second reading approval at the Board's April 26, 2022 Business meeting.

South Orange Rescue Squad, Inc. Franchise Ordinance

An Ordinance granting a non-exclusive Franchise ("hereafter Franchise") to South Orange Rescue Squad, Inc.., a North Carolina Non-Profit Corporation ("the Grantee") to operate Emergency Medical Services and Rescue Services in Orange County, North Carolina.

WHEREAS, Orange County ("the Grantor"), desires to assure the availability of Emergency Medical Services and Rescue Services within the County;

WHEREAS, the Grantor has, following reasonable notice, and after consideration, analysis and deliberation conducted public proceedings, during which proceedings the technical ability, financial condition, legal qualifications and general character of the Grantee were determined to be acceptable to receive a Franchise to conduct its Emergency Medical and Rescue Services;

WHEREAS, the Grantor has determined that Grantee is entitled to have a non-exclusive Franchise granted, that a need exists for the Emergency Medical and Rescue Services contemplated herein to improve the level of services available to residents of Orange County, helping to assure the provisions of adequate and continuing services which preserves, protects, and promotes the public health safety and welfare, and that granting a Franchise to the Grantee is a cost effective and reasonable manner of meeting the need;

WHEREAS, the Grantee desires to operate Emergency Medical and Rescue Services within the Grantor's jurisdiction;

WHEREAS, the proposed Emergency Medical and Rescue Services will fit within the existing services provided by the Orange County Emergency Services System so as not to adversely affect the level of services or operations of other Franchisees to render service; and

WHEREAS, the procedures of N.C. Gen. Stat. §153A-250, §153A-45, and §153A-46 have been complied with.

NOW THEREFORE, the parties agree as follows:

Section 1. Nature and Term of Grant

a. The Grantor hereby grants the Grantee a non-exclusive Franchise to operate and maintain Emergency Medical and Rescue Services (be an EMS and Rescue Services provider) in the Franchise District upon the terms and conditions set forth herein.

b. The Franchise granted herein is for a term of five (5) years from the effective date of the Franchise, which shall begin on the first day following the date of acceptance by the Grantee of the Franchise terms and conditions set forth herein.

Section 2. Definitions

The following words, terms and phrases, when used in this Franchise, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

a. Ambulance. The term "ambulance" means any privately or publicly owned motor vehicle, aircraft, or vessel that is specifically designed, constructed, or modified and equipped and is intended to be used for and is maintained or operated for the transportation on the streets or highways, waterways, or airways of this State of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.

b. Ambulance Provider. The term "ambulance provider" means an individual, firm, corporation, or association who engages or professes to engage in the business or services of transporting patients in an ambulance.

c. Approved. The term "approved" shall mean approved by the North Carolina Medical Care Commission pursuant to the latter's rules and regulations promulgated under N. C. Gen. Stat. §143B-165.

d. Advisory Committee or Committee. The term "Advisory Committee" or "Committee" shall mean the Orange County Emergency Medical Services Committee which is the technical advisory committee designated by the Board of County Commissioners with respect to emergency medical services in Orange County.

e. Contract. The term "contract" shall mean the instrument by which both parties agree to the terms of operation of the service to be provided.

f. Convalescent Transportation Services. The term "convalescent transportation service" shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.

g. County. The term "County" shall mean Orange County and its Board of Commissioners or their designated representative(s).

h. Emergency. The term "emergency" or "emergency transportation services" shall mean the use of a service, its equipment and personnel to provide medical care, rescue, and/or transportation of a patient who is in need of immediate rescue or medical treatment in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.

i. Emergency Services System or ESS. Emergency Services System or "ESS" shall mean a coordinated arrangement of local resources under the authority

of the Emergency Services Director (including all agencies, personnel, equipment, and facilities) organized to respond to medical emergencies and integrated with other health care providers and networks including public health, community health monitoring activities, and special needs populations.

j. Emergency Medical Dispatcher or Telecommunicator. The term "emergency medical dispatcher" of "telecommunicator" shall mean an emergency telecommunicator who has completed educational requirements and been credentialed by the Department of Health and Human Services as an emergency medical dispatcher and who is available to receive requests for emergency services, to dispatch emergency services, and to advise local law enforcement agencies, fire departments, rescue squads, first or medical responder units and emergency medical services and facilities of any existing or threatened emergency.

k. Emergency Medical Services. "Emergency Medical Services" or "EMS" means services rendered by emergency medical services personnel in responding to improve the health and wellness of the community and to address the individual's need for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with G.S. 143-514, and the Orange County Medical Director in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.

l. Emergency Medical Services Instructor. "Emergency Medical Services Instructor" means an individual who has completed educational requirements approved by the Department of Health and Human Services and has been credentialed by that Department as an emergency medical services instructor.

m. Emergency Medical Services Peer Review Committee. Emergency Medical Service Peer Review Committee means a panel composed of EMS program representatives responsible for analyzing patient care data and outcome measures to evaluate the ongoing quality of patient care, system performance, and medical direction within the EMS system. The committee may include physicians, nurses, EMS personnel, medical facility personnel and county government staff as determined by the Emergency Services Director in consultation with the County Medical Director.

n. Emergency Medical Technician (EMT). The term "emergency medical technician" means an individual who has completed a training program in emergency medical care that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT by the State of North Carolina Office of Emergency Medical

Services, and approved by the County Medical Director to perform services as an EMT in the Orange County EMS system.

o. Emergency Medical Technician – Intermediate (EMT-I). The term "emergency medical technician - intermediate" means an individual who has completed a training program in emergency medical care at the intermediate level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT - Intermediate by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services at the EMT-Intermediate level in the Orange County EMS system.

p. Emergency Medical Technician – Paramedic (EMT-P). The term "emergency medical technician - paramedic" means an individual who has completed a training program in emergency medical care at the paramedic level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT-Paramedic by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT-Paramedic in the Orange County EMS system.

q. Emergency Services Director. The term shall mean the person designated by the Orange County Board of Commissioners to manage the overall Emergency Services System in Orange County.

r. First Responder. The term "first responder" shall mean an organization with personnel trained in emergency medical care that is dispatched to the scene of a medical emergency for the primary purpose of providing emergency medical assistance to a patient until the ambulance and additional medical aid arrives.

s. Franchise. The term "franchise" shall mean a permit issued by the County to a person for the operation of am ambulance service, rescue squad or first responder unit.

t. Franchisee. The term "franchisee" shall mean any person having been issued a franchise by the County for the operation of an ambulance service, rescue squad or first responder unit.

u. Inspection. Inspection shall mean the physical review of buildings and facilities, vehicles, equipment, supplies, storage, repair and maintenance areas, records and any related materials.

v. License. The term "license" shall mean any driver's license or permit to operate a motor vehicle issued under or granted by the laws of the State of North Carolina.

w. Medical Responder. "Medical Responder" shall mean an individual who has completed an educational program in emergency medical care and first aid approved and credentialed by the Department of Health and Human Services as a medical responder and the Orange County Medical Director to operate in Orange County EMS.

x. Medical Director. "Medical Director" shall mean the physician appointed, either directly or by written delegation, by the County and have the responsibilities as provide by 10A NCAC 13P .0403 and 10A NCAC 13P .0404. The County may, in addition, appoint an assistant medical director. The medical director and the assistant medical director shall meet the criteria defined in the "North Carolina College of Emergency Physicians: Standards of Medical Oversight and Data Collection," which is incorporated by reference in accordance with N.C. Gen. Stat. §150B-21.6, including subsequent amendments and editions.

y. Non-Emergency Transportation Services. The term "non-emergency transportation service" shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.

z. Operation Protocols. "Operation Protocols" shall mean the administrative policies and procedures of EMS that provides guidance for the day-to-day operations of the system.

aa. Operator. The term "operator" shall mean a person in actual physical control of an ambulance or rescue service vehicle which is in motion or which has the engine running.

bb. Owner. The term "owner" shall man any person or entity who owns an ambulance or provides a service covered by this Ordinance.

cc. Patient. The term "patient" shall mean an individual who is sick, injured, wounded, or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated while being transported to or from a medical facility.

dd. Person. The term "person" shall mean any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or organization of any kind, including any governmental agency other than the United States.

ee. Practical Examination. "Practical Examination means a test where an applicant for credentialing as an emergency medical technician, or medical responder, emergency medical technician – intermediate, or emergency medical technician – paramedic demonstrates the ability to perform specified emergency medical care skills.

ff. Rescue. The term "rescue" shall mean the removal of individuals facing external, non-medical, and non-patient related peril to areas of relative safety.

gg. Rescue Squad or Rescue Unit. The term "rescue squad" or "rescue unit" shall mean a group of individuals who are not necessarily trained in emergency medical services, fire fighting, or law enforcement, but who expose themselves to an external, non-medical, and non-patient related peril to effect the removal of individuals facing the same type of peril to areas of relative safety.

hh. Secondary Ambulance Provider. The term "secondary ambulance provider" shall mean the system of personnel and equipment meeting the same criteria as a primary ambulance provider, but not normally dispatched on first call response.

ii. Service. The term "service" shall mean the same as owner.

jj. Treatment Protocols. "Treatment Protocols" shall mean a document approved by the medical director and the Office of Emergency Medical Service specifying the diagnostic procedures, treatment procedures, medication administration, and patient-care-related policies that shall be completed by emergency service personnel based upon the assessment of the patient.

kk. Victim. The term "victim" shall mean any patient or potential patient that is entrapped, entangled pinned, fallen, suspended, or otherwise in need of rescue services.

Section 4. General Responsibilities

a. Grantee is authorized under this Franchise to operate the following types of service(s), the combination of which shall constitute Grantee's "EMS Services for the purposes of this Franchise, and subcategories under which they can operate shall be identified in the "Operation Agreement" to be entered into by the Franchisee and the County within 90 days after acceptance of the Franchise permit.

i. Emergency Services
ii. Rescue Services

c. Grantee shall comply at all times with the requirements of "An Ordinance Regulating Ambulance, Emergency Medical, First Responder And Rescue Service And Granting Of Franchise And Contracts To The Operator In The County Of Orange ("EMS Franchise Ordinance"), this Franchise Agreements, the Operations Agreement, and all applicable laws relating to health, sanitation, safety, equipment, ambulance design or other EMS Services vehicle design and all legal requirements related to a Model EMS System and all other laws and ordinance;

a. Grantee shall maintain in good standing its state and local Drivers and Privilege license (s) to operate its ambulance or other EMS Services as provided for by Law.

b. Establish and maintain appropriate and effective professional working relationships with all public health, public safety, and emergency services organization and personnel.

c. Professional working relationships shall be cooperative and collaborative in nature.

d. Maintain neat, clean, and professional appearance of personnel, equipment and facilities.

Section 5. Scope of Service and Service Area

a. Grantee shall operate its EMS Services, 24 hours per each and every day of the calendar year, within the Franchise District specified in Exhibit A, except when a different or additional service area is provided for herein.

b. Grantor may from time to time alter, and at its sole discretion, amend Exhibit A and the service area of the County that constitute (s) the Franchise District.

c. Grantor shall at all times during the terms of the Franchise provide the highest level of care to all residents within the service area of the Franchise District.

Section 6. The Orange County Emergency Services System ("ESS") Plan

a. Grantee shall comply with the Grantor's official written ESS System Plan for the management and deployment of EMS Services Vehicles within the Franchise District and, additionally, within other service areas pursuant to the EMS System Mutual Aid Plan and any cooperative agreement to continue services in service areas where Franchisees' EMS System franchises has been suspended.

b. Grantee shall keep at its place a business at all times the most current copy of the ESS System Plan.

Section 7. Staffing and Performance Requirements

a. Grantee shall comply with the scope of practice rules promulgated by the North Carolina Medical Board pursuant to law regarding the medical skills and medication that may be used by credentialed emergency medical services personnel at each level of patient care.

b. Grantee shall comply with standard for drivers and attendants developed by the North Carolina Medical Care Commission as requirements for certification of emergency medical technicians pursuant to law, rules and regulations promulgated by the Board of Medical Examiners for advanced life support technicians, which is incorporated in this subsection by reference.

c. No staff of Grantee shall drive an ambulance vehicle, attend a patient, or permit an ambulance to be operated when transporting a patient within the County unless the driver holds a currently valid North Carolina Drivers license and currently valid credentials as an EMT, EMT-I or EMT-P issued by the North Carolina Department of Health and Human Services, Office of Emergency Medical Services. Notwithstanding the foregoing, in an exceptional circumstance when an EMT, EMT-I, or EMT-P is not available, for the purpose of driving only or when providing Non-Transport Service an approved firefighter, First or Medical Responder, Rescue Services Provider or law enforcement officer with a currently valid North Carolina drivers license may drive an ambulance, provided such driver does not attend a patient or victim or does not otherwise provide medical services to a patient or victim.

d. Grantee shall comply with the Grantor's official written EMS System Plan for the use of credentialed EMS personnel for all of the authorized Practice Settings. Any agreement between Grantee and a third party to provide special events coverage is subject to pre-approval in writing by the Grantor, which approval shall not be reasonable withheld.

e. Grantee's staff that operate EMS Service Vehicles shall actively participate in any emergency vehicle operations training provided by the Grantor as directed by the Emergency Services Director.

f. Grantee's staff shall comply with Grantor's official written EMS System continuing education plan for EMS personnel under the direction of the Orange County Continuing Education Coordinator.

g. Grantee staff shall also participate in all clinical and field internship educational components of Grantor's continuing education plan.

h. Grantee shall comply with all education program requirements for qualified credentialed EMS personnel as provided by law.

i. Grantee shall assign credentialed staff to assist, upon request, with any orientation provided by Grantor to local area hospitals that routinely receive patients from Grantee.

Section 8. Vehicle and Equipment Requirements

a. Grantee shall comply with all vehicle and equipment standards as developed by the North Carolina Medical Care Commission pursuant to law, including without limitation, those applicable to the EMS Services.

b. Grantee shall maintain for each ambulance and other EMS Services Vehicle a permit as provided for by law.

c. Grantee shall comply with the state EMS Non-Transporting Vehicle Permit requirements.

d. Grantee shall have available the following minimum number of ambulances and other EMS Services Vehicles in excellent working order to provide coverage to the service area of the Franchise District 24 hours per day.

One (1) Type 1 Ambulance, One (1) In Service Rescue Vehicles and other EMS Services Vehicles and equipment as necessary to provide the high quality of services provided for in this Franchise.

e. Grantee shall comply with the Grantor's operational protocols for the management of equipment, supplies and medications to assure that each ambulance and other EMS Services Vehicle contains the required equipment and supplies on each response; for cleaning and maintaining the equipment and vehicles; and to assure that supplies and medications are not used beyond the expiration date and stored in a temperature controlled atmosphere according to manufacturer's specifications.

f. Grantee shall comply with the Orange County's written infection control policy including the cleansing and disinfecting of ambulances and other EMS Services Vehicles and equipment that are used to treat or transport patients.

g. Grantor may, upon reasonable notice, inspect all equipment, ambulances and other EMS Service Vehicles used by Grantee.

Section 9. Communications Requirement

a. Grantee shall equip each ambulance and other EMS Services Vehicle with the following:

i. An operational two-way radio capable of establishing good quality voice communications from with the geographical confines of Orange County to each hospital emergency department in the County in which the service is based;

ii. Two-way radio communication capabilities for communication with all hospital emergency departments to which transportation of patients is made on a regular or routine basis anywhere within the State of North Carolina; and

iii. An operational two-way radio capable of establishing communications from within the geographic confines of Orange County to the Orange County Emergency Communications Center, which is the dispatching agency within the County.

b. This subsection shall not apply to privately owned vehicles of Grantee's staff.

c. Grantee shall maintain current authorization or Federal Communication Commission licenses for all frequencies and radio transmitters operated by Grantee. Grantee shall display at Grantee's headquarters and make available for inspection per Federal Communication Commission's rules and regulations copies of all authorization and licenses.

d. Grantee's base of operations shall have at least one open telephone 24 hours per each and every day of the calendar year. Grantee's telephone numbers shall be registered with Orange County Emergency Communication Center, and changes to Grantee's telephone numbers shall be transmitted to the Emergency Communication Center within 24 hours of such change.

e. Grantee's EMS Services shall be dispatched from the Orange County Emergency Communications Center.

Section 10. Data Collection and Performance Report

a. Grantee shall maintain the following records:

i. Records of dispatch which shall show time call was received, time dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.

ii. Trip Records stating all information required in subsection (i) of this Section in addition to information on a form approved by the County. The trip record shall be so designed as to provide the patient with a copy containing all required information.

iii. Personnel Checklist and Inspection Report listing contents and description for each vehicle, signed by the individual verifying vehicle operations and equipment.

iv. A detailed record of complaints received from the public, other enforcing agencies and services regarding Franchise infractions.

v. Any other records required by state law, rules or regulations or deemed by the Department of Emergency Service as relevant to the effective and efficient operations of the Emergency Management System as provided in the "Operations Agreement" and necessary for a fair determination of the capability of the Grantee to continue to provide Emergency Medical Services and Rescue Services in Orange County in accordance with the requirement of law and the provision of this Franchise.

b. All of the records identified in subsection (a) above shall be maintained for a minimum three (3) year period unless a longer retention period is otherwise required by law or other retention periods.

c. Grantee shall establish and maintain a system to record data that used the Model Data set and data dictionary as specified in "North Carolina College of Emergency Physicians: Standards for Medical Oversight and Data Collection."

d. Grantees shall maintain confidentiality of patient records as provided by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, N.C. Gen. Stat. 143-518 and all other state and federal law.

e. Grantee shall submit a written monthly report to the Emergency Services Director, or their designee, providing the number of calls and runs during the month. The report shall contain the number of emergency calls, the number of convalescent calls, the total number of calls and the total number of patients transported.

f. Grantee may inspect Grantee's records at any time in order to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement; however, Grantor's shall inspect the Grantee's records at least once a year to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement.

Section 11. Medical Oversight

a. Grantee shall designate a representative of Grantee to attend and participate in regular meetings of the Orange County EMS Peer Review Committee.

b. Grantee shall monitor and comply with any online medical direction for operating within EMT-P systems.

c. Grantee shall comply with the Grantor's plan for Medical Oversight and Written Treatment Protocols.

d. Grantee shall comply with the Grantor's written plan to address the management of the EMS System including:

i. the triage of patients to appropriate facilities;

ii. transport of patients to facilities outside of the system;

iii. Arrangement for transporting patients to appropriate facilities when diversion or bypass plans are activated;

iv. A mechanism for reporting, monitoring and establishing standards for system response times;

v. A special events staffing plan;

vi. A disaster plan; and

vii. Mass gathering plan.

e. Grantee shall comply with the Medical Director's written guidance regarding decision about the equipment, medical supplies, and medications that will be carried on any ambulance or other EMS Services Vehicle.

f. The Medical Director may suspend temporarily, pending due process review by the EMS Peer Review Committee, any of Grantee's EMS personnel from further participation in the EMS system when the Medical Director determines that the activities or medical care rendered by such personnel may be detrimental to the care of the patient, constitute unprofessional behavior or results in non-compliance with credentialing requirements.

Section 12. Rates and Adjustments

a. Grantee shall submit a schedule of rates to the Grantor for approval and shall not charge more nor less than the authorized rates without specific authorization from the Grantor.

b. Grantee shall not attempt to collect rates on emergency call until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the service; but Grantee may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention.

c. On Special Event coverage and convalescent calls, Grantee may attempt to collect payment before the ambulance or other EMS Services Vehicle begins its trip.

Section 13. Insurance

a. Within thirty (30) calendar days after the effective date of issuance of the Franchise, the Grantee shall provide proof of the required insurance. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina, covering the following:

i. Every ambulance or other EMS Services Vehicle owned and/or operated by or for the Grantee proving for the following payment of injury and damages:

(a) In the minimum sum of $1,000,000 for injury to or death of individuals in accidents resulting from any cause for which the owner of the vehicle would be liable on account of liability imposed on him by law, regardless of whether the vehicle was being driven by the owner of his agent; and

(b) In the minimum sum of $1,000,000 for the loss of or damage to the property of another, including personal property, or under like circumstances in sums as may be required by the State of North Carolina or as authorized by the Grantor.

(c) The insurance coverage minimum limits required in subsection (a) and (b) above shall be evaluated annually by the Orange County Department of Emergency Services in consultation with the Orange County Risk Manager and the County Attorney's Office and may be revised by the Grantor as Grantor deems appropriate, and at Grantor's sole discretion. In directing a change in insurance coverage, the Department of Emergency Services shall consider the risk needs protected

by this insurance coverage and the availability in the marketplace of the coverage amounts to be required.

ii. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina for Worker's Compensation coverage for all employees with statutory limits in compliance with applicable law.

b. Insurance coverage necessary to comply with this Section shall be approved by the Grantor, and copies of such insurance policies (or certificates of insurance) shall be provided to the Grantor.

c. The Grantor shall be named as an additional insured as its interests may appear.

Section 14. Transfer of Ownership or Control and Changes in Level of Services

a. Prior approval of the Grantor shall be required where ownership or control of more than ten percent of the right or control of the Grantee is acquired by a person or group of persons acting in concert, not of whom own or control ten percent or more of such rights of control, singularly or collectively, at the date of the grant of the Franchise. By its acceptance of the Franchise, the Grantee specifically agrees that any such acquisition occurring without prior approval of the Grantor shall constitute a violation of the Franchise by the grantee and shall be cause for termination at the option of the Grantor.

b. Any change in ownership of Grantee without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

c. Any change in the level of services offered by a Grantee's EMS Services unit without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

d. Grantee may not sell, assign, mortgage or otherwise the transfer the Franchise without the approval of the Grantor; if the Grantor sells, assigns, mortgages or otherwise transfer the Franchise without Grantor's approval this shall terminate the Franchise and require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

Section 15. Miscellaneous Provisions

a. Grantor may, upon reasonable notice, inspect the premises, vehicles, equipment and personnel of Grantee to ensure compliance with this Franchise and perform any other inspections that may be required.

b. Grantee shall make available for inspection by the State of North Carolina, the Grantor, or their designated representatives, Grantee's EMS Services, its equipment and the premises designated in the application and all records relating to its maintenance and operations as such.

c. Grantee shall cooperate with the Grantor to educate the public concerning injury prevention and community health.

d. Grantee's staff shall not wear or carry aboard any ambulance of other EMS Services Vehicles firearms or weapons as defined by law, which does not include tools that aid in providing services. The foregoing restriction shall not be construed to apply to equipment used by Grantee to provide EMS Services.

e. Grantee shall post its Franchise Certificate, issued to it by the Grantor, in a readily visible location at the Grantee's base of operations for the EMS Service.

f. Grantee shall not allow its Franchise Certificate to be defaced, removed, or obliterated.

g. Grantee shall comply with all applicable law and Grantor's policies and procedures related to confidentiality of medical information, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Section 16. Termination Provisions

a. Grantee may terminate this Franchise with 60 days written notice to Grantor and the Grantor may revoke the Franchise in the event of noncompliance with the provisions of the EMS Ordinance or this Franchise Agreement. After a notice of services termination is given, the Grantee may reapply for a franchise if a continued service is desired.

b. Upon suspension, revocation, termination or a stay by the Emergency Services Director of this Franchise, Grantee shall immediately cease all operations authorized by this Franchise.

c. Upon suspension, revocation, termination of a driver's license such person shall cease to dive an ambulance or other EMS Service Vehicle. Upon

suspension, revocation or termination of an attendant's certificate (i.e., Medical Responder, EMT, EMT-I or EMT-P) by the Office of Emergency Medical Services or by the Medical Director, such person shall cease to attend patients or otherwise provide medical care. Grantee shall not permit the foregoing person to drive an ambulance or their EMS Service Vehicle or provide medical care in conjunction with EMS Services, if Grantee is found to have notice of or should have had notice of such suspension, revocation or termination at the sole discretion of the Grantor this shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

d. In the event that Grantee shall at any time during the Franchise desire to sell any of the real or personal property identified in Exhibit B (hereinafter "Asset" or "Assets"), which is hereby incorporated by reference, pursuant to a bona fide offer to a bona fide offer which it shall have received, it shall offer to sell any such Asset or Assets (hereafter "Asset or Assets for Sale) to Grantor at the same process as that contained in such bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer. The offer to Grantor to ell an Asset shall be in writing and shall include a copy of the bona fide offer for the Asset received by the Grantee. Grantor shall have 60 days from and after receipt thereof to decide whether or not to purchase the Asset or Assets for Sale at such prove. If Grantor shall give notice of intent not to purchase or shall give no notice within the time herein limited, Grantee may accept such offer and proceed with the sale thereunder. If Grantor notifies Grantee that it elects to purchase the Asset or Assets for Sale at such prove, the parties shall enter into a contract of purchase and sale forthwith. Such contract shall provide, among other things, for the conveyance of good and marketable title b warranty deed. Upon dissolution of the Grantee pursuant to N.C. Gen. Stat. § 55A-14-1, et seq., the Assets shall be either: (a) distributed to one or more appropriately receiving successor Franchisee (s) that will carry on, In Orange County, the functions of ambulance, first or medical responder, rescue or other related emergency services meeting one or more exempt purposes within the meaning of 501(c)(3) of the Internal Revenue code (or the corresponding section of any future federal tax code) or (b) distributed to the grantor for the foregoing public purposes. This subsection 16(d) of this EMS Service Franchise survives the termination of the Franchise.

Section 17. Forum for Litigation

Any litigation between the Grantor and Grantee arising under or regarding the Franchise shall occur, if in the North Carolina courts, in Orange County Superior Court or District Court having jurisdiction thereof, or if in the federal courts, in the United States District Court for the Middle District of North Carolina.

Section 18. Notice

Any notice provided for under the Franchise shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Grantor:

Orange County Emergency Services
Post Office Box 8181
Hillsborough, North Carolina 27278
Attn: Emergency Services Director
(919) 245-6100

If to the Grantee:

Chair, Board of Directors
South Orange Rescue Squad, Inc.
Post Office Box 128
Carrboro, North Carolina 27510-0128
(919) 967-1515

Section 19. Severability

If any Section, subsection, sentence. Clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 20. Reservation of Rights

Notwithstanding any other provision of the Franchise, Grantor and Grantee reserve all rights that they may possess under the law unless expressly waived herein. Nothing herein shall constitute a waiver of rights of either party, provided, however, that both parties warrant and represent that, as of the effective date of the Franchise, they are not aware of any provision in the Franchise that is contrary to applicable law.

Section 21. Penalties and Remedies

a. A violation of any provision of this Franchise Ordinance or other failure of the Grantee to abide by the provisions of this Franchise shall subject the Grantee to a civil penalty of five hundred ($500) dollars. If Grantee fails to pay this penalty within ten (10) days after being cited for a violation, the

Grantor may seek to recover the penalty by filing a civil action in the nature of a debt.

b. A violation of any provision of this Franchise Ordinance by the Grantee shall constitute a misdemeanor, punishable as provided in N.C. Gen. Stat. § 14-4.

c. The Grantor may seek to enforce this Franchise Ordinance through any appropriate equitable action.

d. Each day that a violation continues of this Franchise Ordinance after the Grantee has been notified of the violation shall constitute a separate offense.

e. The Grantor may seek to enforce this Franchise Ordinance by using any one or any combination of the foregoing remedies.

Section 22. Non-discrimination

The Grantee shall at all times remain in compliance with all applicable local, state, and federal laws, rules and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and Grantor may immediately terminate this Agreement without further obligation on the part of the Grantor. This paragraph is not intended to limit and does not limit the definition of breach to discrimination.

Section 23. Acceptance by Grantee

This Franchise and all of its terms and provisions shall be accepted by Grantee in writing in the form hereinafter set forth within thirty (30) days of the grant of this Franchise by the Grantor and when accepted shall be filed with Grantor's Clerk who shall record the same in the Book of Ordinances.

Such written acceptance may be upon or at the end of a copy of this Franchise Ordinance and it shall state and express the acceptance of said Franchise and its terms, conditions and provisions; and Grantee shall agree in said written acceptance to abide by, to observe and to perform the same according to all of its terms and provisions, subject to applicable state and federal law and shall declare that statements and recitals contained on said Franchise are correct and that it has made and does make the agreements and statements set forth in this Franchise. Acceptance herein referred to shall be in the following form:

The undersigned, Fred Stipe, in his/her capacity as Chair of the Board of Directors of the South Orange Rescue Squad, Inc., and on behalf of that agency, does hereby accept and

approve the foregoing and attached Franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe and perform all of the obligations and things provided to be carried out and performed by it in said Franchise approved by the Grantor Commissioners, subject to applicable state and federal law.

IN WITNESS WHEREOF, this South Orange Rescue Squad, Inc. Franchise Ordinance passed on First Reading on the 5th day of April, 2022 and was passed and adopted on Second Reading this the 26th day of April, 2022.

_____
Renee Price, Chair
Orange County Board of Commissioners

ATTEST: _____
Laura Jensen, Clerk/Deputy Clerk to the
Orange County Board of Commissioners

ACCEPTANCE BY GRANTEE:

The undersigned, Fred Stipe, in his/her capacity as Board Chair of the South Orange Rescue Squad, Inc., Inc. and on behalf of that agency, does hereby accept and approve the foregoing and attached Franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe and perform all of the obligations and things provided to be carried out and performed by it in said Franchise approved by the Grantor Commissioners, subject to applicable state and federal law.

This the day of , 20

FOR GRANTEE:

_____

STATE OF NORTH CAROLINA)
)
COUNTY OF ORANGE)

On the ___ day of _____, 20___ before me a Notary Public for the County and State aforesaid, Personally appeared before me _____ on behalf of said agency, acknowledges the signing and execution of the foregoing instrument.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by notarial seal on the day and year above written.

_____
Notary Public

My Commission Expires: _____

EXHIBIT A TO EMS SERVICES FRANCHISE FOR TECHNICAL RESCUE SERVICES, INC., A NORTH CAROLINA NON-PROFIT CORPORATION

FRANCHISE DISTRICT

Geographic Location: All of the County of Orange

EXHIBIT B TO EMS SERVICES FRANCHISE FOR SOUTH ORANGE RESCUE SQUAD, INC., A NORTH CAROLINA NON-PROFIT CORPORATION

(Note: Replace with Exhibit B)

ORANGE COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 8-k

SUBJECT: First Reading: Emergency Services Franchise by Ordinance – North State Medical Transport

DEPARTMENT: Emergency Services

ATTACHMENT(S):
- North State Franchise Agreement

INFORMATION CONTACT:
Kirby Saunders, Emergency Services Director, (919) 245-6100
Kim Woodward, Emergency Medical Services EMS Division Chief, (919) 245-6133

PURPOSE: To approve, on First Reading, granting the renewal and upgrade of a franchise agreement by ordinance to North State Investment Group, LLC d/b/a North State Medical Transport (North State) and the Franchise Agreement under which they will operate. Approval on "first reading" is based on State law requiring that a franchise by ordinance pass two readings in order to be granted by the Board of Commissioners.

BACKGROUND: On February 2, 2010, the Board of Commissioners held a Public Hearing to determine the need for supplemental ambulance services in accordance with NC Gen. Stat. § 153A-250(a). At that time, the Board made the determination that franchise ambulance services were necessary to assure the provision of adequate and continuing ambulance service. State law requires that the Board of County Commissioners grant franchise agreements through County ordinance. This ordinance is required to pass two readings in order to be granted.

Orange County has historically granted franchise agreements for convalescent transport and emergency ambulance services and for rescue service. The convalescent transport ambulance services franchises are only used to provide non-emergency convalescent transport to medical facilities typically for the care and treatment of a resident's long term health needs. Franchisees may also provide surge capacity in a basic life support capacity during a widespread emergency that stresses the capacity of Orange County Emergency Medical Services. Orange County Emergency Services provides all other emergency response services for basic and advanced life support needs in the County.

Emergency Services has reviewed the overall Emergency Services System in the County to confirm that franchise services continue to be necessary to assure the provision of adequate and continuing ambulance services and to preserve, protect, and promote the public health, safety and welfare.

The Department has identified the following services as necessary to supplement and enhance the ambulance services within the Emergency Services System and to the residents of the Orange County. The services are:

Convalescent Transport Services
- ALS Transport
- BLS Transport

Emergency Services
- BLS Transport
- Medical Responder Non-transport
- EMT Non-transport

Rescue Services
- Confined Space
- Extrication
- Heavy Rescue
- High/Low Angle
- Swift Water
- Trench Collapse
- Underwater
- Wilderness Search & Rescue

North State has applied for renewal of its 2017 Franchise Ordinance. In its submitted application, North State has also indicated an upgrade. The application indicates North State is applying to provide the following services:

- Convalescent Transport Services, ALS Transport
- Convalescent Transport Services, BLS Transport
- Emergency Services, BLS Transport (Special Event Coverage)

North State is headquartered in Raleigh North Carolina, has been in service in the Orange County EMS System since 2010. North State expanded services and now operates in fifteen North Carolina counties, eight of which are at the advanced life support level. North State provides over 16,000 scheduled transports annually. In recent years North State has focused primarily on the needs of hospital systems as well as nursing homes and private residents. North State employees over 90 EMS providers and operates a fleet of 18 vehicles. North State has a professional management team and provides exceptional customer service. There have been no reported issues with their level of service in Orange County.

In addition to scheduled non-emergency Basic Life Support Transportation, North State provided special event ambulance standby coverage at both Cedar Ridge and Orange High Schools during football seasons.

North State has been willing to expand their service delivery to the Convalescent Transport Services, ALS transport level in Orange County to meet the growing needs of Interfacility ambulance transports between UNC Hillsborough and UNC Main Campus. After discussion with both facilities, the volume of these Interfacility transports are outpacing the capabilities of Carolina Air Care.

The County continues to maintain an excellent working relationship with North State.

Emergency Services has reviewed the application, in conjunction with NC State Office of Emergency Medical Services, submitted by North State and inspected the premises, vehicles, equipment, and personnel of the company to assure compliance with the ordinance. The North Carolina General Statutes provides also that the Board, prior to granting a franchise, must "find that the franchise applicant is in compliance with Chapter 131E, Article 7."[1] Emergency

[1] N.C. Gen. Stat. 153A-250(a).

Services has concluded that the company is in compliance with Chapter 131E, Article 7 that regulates emergency services permits to operate ambulances, standards for equipment, inspection of equipment and credentialed personnel.

Staff is recommending that North State be granted a Franchise to operate within the confines of the attached Franchise Ordinance. The terms of this Franchise Ordinance provides for a five-year franchise for the following:

Convalescent Transport Services
- Advanced Life Support Transport Services
- Basic Life Support Transport Services

Emergency Services
- BLS Transport Services

The terms outlined in the Franchise Agreement have been negotiated and are consistent with the terms of An Ordinance Regulating Emergency Medical, First Responder and Rescue Service and Granting of Franchise and Contracts to the Operators In the County of Orange and its' amendments.

FINANCIAL IMPACT: North State is a private provider of ambulance services and maintains an independent budget. There is no financial impact to the County.

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.

While the purpose of providing a franchise for ambulance service is not necessary to produce cost savings, the long term benefits of having the franchise is to improve ambulance service to the entire community and to allow better use of existing resources.

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

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

1. On first reading grant a franchise for a five year term to North State Investment Group, LLC d/b/a North State Medical Transport for Basic Life Support Convalescent Transport Services and Emergency Services as provided below:

   a. Convalescent Transport Services
      - Advanced Life Support Transport Services
      - Basic Life Support Transport Services

   b. Emergency Services
      - Basic Life Support Transport Services

2. Approve the Franchise Agreement under which North State Investment Group, LLC d/b/a North State Medical Transport will operate during the five-year period of franchise. As a condition of granting the Franchise within the 90 days of the granting of the

Franchise, North State will enter into an Operations Agreement with Orange County that provides for the daily operational functions within the Orange County Emergency Services System.

3. Direct staff to bring back the Franchise Agreement for second reading approval at the Board's April 26, 2022 Business meeting.

North State Investment Group, LLC d/b/a North State Medical Transport Franchise Ordinance

An Ordinance granting a non-exclusive Franchise ("hereafter Franchise") to North State Investment Group, LLC d/b/a North State Medical Transport ("the Grantee") to operate Emergency Medical Basic Life Support Transportation Services and Convalescence Basic and Advanced Life Support Transportation Services in Orange County, North Carolina.

WHEREAS, Orange County ("the Grantor"), desires to assure the availability of Emergency Medical and Convalescent Basic and Advanced Life Support Transportation Services within the County;

WHEREAS, the Grantor has, following reasonable notice, and after consideration, analysis and deliberation conducted public proceedings, during which proceedings the technical ability, financial condition, legal qualifications and general character of the Grantee were determined to be acceptable to receive a Franchise to conduct its Emergency Medical and Convalescence Basic and Advanced Life Support Transportation Services;

WHEREAS, the Grantor has determined that Grantee is entitled to have a non-exclusive Franchise granted, that a need exists for the Emergency Medical and Convalescent Basic and Advanced Life Support Transportation Services contemplated herein to improve the level of services available to residents of Orange County, helping to assure the provisions of adequate and continuing services which preserves, protects, and promotes the public health safety and welfare, and that granting a Franchise to the Grantee is a cost effective and reasonable manner of meeting the need;

WHEREAS, the Grantee desires to operate Emergency Medical and Convalescent Basic and Advanced Life Support Transportation Services within the Grantor's jurisdiction;

WHEREAS, the proposed Emergency Medical and convalescent Basic and Advanced Life Support Transportation Services will fit within the existing services provided by the Orange County Emergency Services System so as not to adversely affect the level of services or operations of other Franchisees to render service; and

WHEREAS, the procedures of N.C. Gen. Stat. §153A-250, §153A-45, and §153A-46 have been complied with.

NOW THEREFORE, the parties agree as follows:

Section 1. Nature and Term of Grant

a. The Grantor hereby grants the Grantee a non-exclusive Franchise to operate and maintain Emergency Medical and Convalescent Basic and Advanced Life

Support Transportation Services (be an EMS and Convalescent Services provider) in the Franchise District upon the terms and conditions set forth herein.

b. The Franchise granted herein is for a term of five (5) years from the effective date of the Franchise, which shall begin on the first day following the date of acceptance by the Grantee of the Franchise terms and conditions set forth herein.

Section 2. Definitions

The following words, terms and phrases, when used in this Franchise, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

a. Ambulance. The term "ambulance" means any privately or publicly owned motor vehicle, aircraft, or vessel that is specifically designed, constructed, or modified and equipped and is intended to be used for and is maintained or operated for the transportation on the streets or highways, waterways, or airways of this State of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.

b. Ambulance Provider. The term "ambulance provider" means an individual, firm, corporation, or association who engages or professes to engage in the business or services of transporting patients in an ambulance.

c. Approved. The term "approved" shall mean approved by the North Carolina Medical Care Commission pursuant to the latter's rules and regulations promulgated under N. C. Gen. Stat. §143B-165.

d. Advisory Committee or Committee. The term "Advisory Committee" or "Committee" shall mean the Orange County Emergency Medical Services Committee which is the technical advisory committee designated by the Board of County Commissioners with respect to emergency medical services in Orange County.

e. Contract. The term "contract" shall mean the instrument by which both parties agree to the terms of operation of the service to be provided.

f. Convalescent Transportation Services. The term "convalescent transportation service" shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.

g. County. The term "County" shall mean Orange County and its Board of Commissioners or their designated representative(s).

h. Emergency. The term "emergency" or "emergency transportation services" shall mean the use of a service, its equipment and personnel to provide medical care, rescue, and/or transportation of a patient who is in need of immediate rescue or medical treatment in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.

i. Emergency Services System or ESS. Emergency Services System or "ESS" shall mean a coordinated arrangement of local resources under the authority of the Emergency Services Director (including all agencies, personnel, equipment, and facilities) organized to respond to medical emergencies and integrated with other health care providers and networks including public health, community health monitoring activities, and special needs populations.

j. Emergency Medical Dispatcher or Telecommunicator. The term "emergency medical dispatcher" of "telecommunicator" shall mean an emergency telecommunicator who has completed educational requirements and been credentialed by the Department of Health and Human Services as an emergency medical dispatcher and who is available to receive requests for emergency services, to dispatch emergency services, and to advise local law enforcement agencies, fire departments, rescue squads, first or medical responder units and emergency medical services and facilities of any existing or threatened emergency.

k. Emergency Medical Services. "Emergency Medical Services" or "EMS" means services rendered by emergency medical services personnel in responding to improve the health and wellness of the community and to address the individual's need for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with G.S. 143-514, and the Orange County Medical Director in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.

l. Emergency Medical Services Instructor. "Emergency Medical Services Instructor" means an individual who has completed educational requirements approved by the Department of Health and Human Services and has been credentialed by that Department as an emergency medical services instructor.

m. Emergency Medical Services Peer Review Committee. Emergency Medical Service Peer Review Committee means a panel composed of EMS program representatives responsible for analyzing patient care data and outcome measures to evaluate the ongoing quality of patient care, system performance, and medical direction within the EMS system. The

committee may include physicians, nurses, EMS personnel, medical facility personnel and county government staff as determined by the Emergency Services Director in consultation with the County Medical Director.

n. Emergency Medical Technician (EMT). The term "emergency medical technician" means an individual who has completed a training program in emergency medical care that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT in the Orange County EMS system.

o. Emergency Medical Technician – Intermediate (EMT-I). The term "emergency medical technician - intermediate" means an individual who has completed a training program in emergency medical care at the intermediate level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT - Intermediate by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services at the EMT-Intermediate level in the Orange County EMS system.

p. Emergency Medical Technician – Paramedic (EMT-P). The term "emergency medical technician - paramedic" means an individual who has completed a training program in emergency medical care at the paramedic level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT-Paramedic by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT-Paramedic in the Orange County EMS system.

q. Emergency Services Director. The term shall mean the person designated by the Orange County Board of Commissioners to manage the overall Emergency Services System in Orange County.

r. First Responder. The term "first responder" shall mean an organization with personnel trained in emergency medical care that is dispatched to the scene of a medical emergency for the primary purpose of providing emergency medical assistance to a patient until the ambulance and additional medical aid arrives.

s. Franchise. The term "franchise" shall mean a permit issued by the County to a person for the operation of am ambulance service, rescue squad or first responder unit.

t. Franchisee. The term "franchisee" shall mean any person having been issued a franchise by the County for the operation of an ambulance service, rescue squad or first responder unit.

u. Inspection. Inspection shall mean the physical review of buildings and facilities, vehicles, equipment, supplies, storage, repair and maintenance areas, records and any related materials.

v. License. The term "license" shall mean any driver's license or permit to operate a motor vehicle issued under or granted by the laws of the State of North Carolina.

w. Medical Responder. "Medical Responder" shall mean an individual who has completed an educational program in emergency medical care and first aid approved and credentialed by the Department of Health and Human Services as a medical responder and the Orange County Medical Director to operate in Orange County EMS.

x. Medical Director. "Medical Director" shall mean the physician appointed, either directly or by written delegation, by the County and have the responsibilities as provide by 10A NCAC 13P .0403 and 10A NCAC 13P .0404. The County may, in addition, appoint an assistant medical director. The medical director and the assistant medical director shall meet the criteria defined in the "North Carolina College of Emergency Physicians: Standards of Medical Oversight and Data Collection," which is incorporated by reference in accordance with N.C. Gen. Stat. §150B-21.6, including subsequent amendments and editions.

y. Non-Emergency Transportation Services. The term "non-emergency transportation service" shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.

z. Operation Protocols. "Operation Protocols" shall mean the administrative policies and procedures of EMS that provides guidance for the day-to-day operations of the system.

aa. Operator. The term "operator" shall mean a person in actual physical control of an ambulance or rescue service vehicle which is in motion or which has the engine running.

bb. Owner. The term "owner" shall man any person or entity who owns an ambulance or provides a service covered by this Ordinance.

cc. Patient. The term "patient" shall mean an individual who is sick, injured, wounded, or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated while being transported to or from a medical facility.

dd. Person. The term "person" shall mean any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or organization of any kind, including any governmental agency other than the United States.

ee. Practical Examination. "Practical Examination means a test where an applicant for credentialing as an emergency medical technician, or medical responder, emergency medical technician – intermediate, or emergency medical technician – paramedic demonstrates the ability to perform specified emergency medical care skills.

ff. Rescue. The term "rescue" shall mean the removal of individuals facing external, non-medical, and non-patient related peril to areas of relative safety.

gg. Rescue Squad or Rescue Unit. The term "rescue squad" or "rescue unit" shall mean a group of individuals who are not necessarily trained in emergency medical services, fire fighting, or law enforcement, but who expose themselves to an external, non-medical, and non-patient related peril to effect the removal of individuals facing the same type of peril to areas of relative safety.

hh. Secondary Ambulance Provider. The term "secondary ambulance provider" shall mean the system of personnel and equipment meeting the same criteria as a primary ambulance provider, but not normally dispatched on first call response.

ii. Service. The term "service" shall mean the same as owner.

jj. Treatment Protocols. "Treatment Protocols" shall mean a document approved by the medical director and the Office of Emergency Medical Service specifying the diagnostic procedures, treatment procedures, medication administration, and patient-care-related policies that shall be completed by emergency service personnel based upon the assessment of the patient.

kk. Victim. The term "victim" shall mean any patient or potential patient that is entrapped, entangled pinned, fallen, suspended, or otherwise in need of rescue services.

Section 4. General Responsibilities

a. Grantee is authorized under this Franchise to operate the following types of service(s), the combination of which shall constitute Grantee's "EMS Services for the purposes of this Franchise, and subcategories under which they can operate shall be identified in the "Operation Agreement" to be entered into by the Franchisee and the County within 90 days after acceptance of the Franchise permit.

i. Emergency Services Basic Life Support Transport Services
ii. Convalescent Basic Life Support Transport Services
iii. Convalescent Advanced Life Support Transport Services

c. Grantee shall comply at all times with the requirements of "An Ordinance Regulating Ambulance, Emergency Medical, First Responder And Rescue Service And Granting Of Franchise And Contracts To The Operator In The County Of Orange ("EMS Franchise Ordinance"), this Franchise Agreements, the Operations Agreement, and all applicable laws relating to health, sanitation, safety, equipment, ambulance design or other EMS Services vehicle design and all legal requirements related to a Model EMS System and all other laws and ordinance;

a. Grantee shall maintain in good standing its state and local Drivers and Privilege license (s) to operate its ambulance or other EMS Services as provided for by Law.

b. Establish and maintain appropriate and effective professional working relationships with all public health, public safety, and emergency services organization and personnel.

c. Professional working relationships shall be cooperative and collaborative in nature.

d. Maintain neat, clean, and professional appearance of personnel, equipment and facilities.

Section 5. Scope of Service and Service Area

a. Grantee shall operate its EMS Services, 24 hours per each and every day of the calendar year, within the Franchise District specified in Exhibit A, except when a different or additional service area is provided for herein.

b. Grantor may from time to time alter, and at its sole discretion, amend Exhibit A and the service area of the County that constitute (s) the Franchise District.

c. Grantor shall at all times during the terms of the Franchise provide the highest level of care to all residents within the service area of the Franchise District.

Section 6. The Orange County Emergency Services System ("ESS") Plan

a. Grantee shall comply with the Grantor's official written ESS System Plan for the management and deployment of EMS Services Vehicles within the Franchise District and, additionally, within other service areas pursuant to the EMS System Mutual Aid Plan and any cooperative agreement to continue services in service areas where Franchisees' EMS System franchises has been suspended.

b. Grantee shall keep at its place a business at all times the most current copy of the ESS System Plan.

Section 7. Staffing and Performance Requirements

a. Grantee shall comply with the scope of practice rules promulgated by the North Carolina Medical Board pursuant to law regarding the medical skills and medication that may be used by credentialed emergency medical services personnel at each level of patient care.

b. Grantee shall comply with standard for drivers and attendants developed by the North Carolina Medical Care Commission as requirements for certification of emergency medical technicians pursuant to law, rules and regulations promulgated by the Board of Medical Examiners for advanced life support technicians, which is incorporated in this subsection by reference.

c. No staff of Grantee shall drive an ambulance vehicle, attend a patient, or permit an ambulance to be operated when transporting a patient within the County unless the driver holds a currently valid North Carolina Drivers license and currently valid credentials as an EMT, EMT-I or EMT-P issued by the North Carolina Department of Health and Human Services, Office of Emergency Medical Services. Notwithstanding the foregoing, in an exceptional circumstance when an EMT, EMT-I, or EMT-P is not available, for the purpose of driving only or when providing Non-Transport Service an approved firefighter, First or Medical Responder, Rescue Services Provider or law enforcement officer with a currently valid North Carolina drivers license may drive an ambulance, provided such

driver does not attend a patient or victim or does not otherwise provide medical services to a patient or victim.

d. Grantee shall comply with the Grantor's official written EMS System Plan for the use of credentialed EMS personnel for all of the authorized Practice Settings. Any agreement between Grantee and a third party to provide special events coverage is subject to pre-approval in writing by the Grantor, which approval shall not be reasonable withheld.

e. Grantee's staff that operate EMS Service Vehicles shall actively participate in any emergency vehicle operations training provided by the Grantor as directed by the Emergency Services Director.

f. Grantee's staff shall comply with Grantor's official written EMS System continuing education plan for EMS personnel under the direction of the Orange County Continuing Education Coordinator.

g. Grantee staff shall also participate in all clinical and field internship educational components of Grantor's continuing education plan.

h. Grantee shall comply with all education program requirements for qualified credentialed EMS personnel as provided by law.

i. Grantee shall assign credentialed staff to assist, upon request, with any orientation provided by Grantor to local area hospitals that routinely receive patients from Grantee.

Section 8. Vehicle and Equipment Requirements

a. Grantee shall comply with all vehicle and equipment standards as developed by the North Carolina Medical Care Commission pursuant to law, including without limitation, those applicable to the EMS Services.

b. Grantee shall maintain for each ambulance and other EMS Services Vehicle a permit as provided for by law.

c. Grantee shall comply with the state EMS Non-Transporting Vehicle Permit requirements.

d. Grantee shall have available the following minimum number of ambulances and other EMS Services Vehicles in excellent working order to provide coverage to the service area of the Franchise District 24 hours per day.

One (1) Type 1 Ambulance, One (1) In Service Rescue Vehicles and other EMS Services Vehicles and equipment as necessary to provide the high quality of services provided for in this Franchise.

e. Grantee shall comply with the Grantor's operational protocols for the management of equipment, supplies and medications to assure that each ambulance and other EMS Services Vehicle contains the required equipment and supplies on each response; for cleaning and maintaining the equipment and vehicles; and to assure that supplies and medications are not used beyond the expiration date and stored in a temperature controlled atmosphere according to manufacturer's specifications.

f. Grantee shall comply with the Orange County's written infection control policy including the cleansing and disinfecting of ambulances and other EMS Services Vehicles and equipment that are used to treat or transport patients.

g. Grantor may, upon reasonable notice, inspect all equipment, ambulances and other EMS Service Vehicles used by Grantee.

Section 9. Communications Requirement

a. Grantee shall equip each ambulance and other EMS Services Vehicle with the following:

i. An operational two-way radio capable of establishing good quality voice communications from with the geographical confines of Orange County to each hospital emergency department in the County in which the service is based;

ii. Two-way radio communication capabilities for communication with all hospital emergency departments to which transportation of patients is made on a regular or routine basis anywhere within the State of North Carolina; and

iii. An operational two-way radio capable of establishing communications from within the geographic confines of Orange County to the Orange County Emergency Communications Center, which is the dispatching agency within the County.

b. This subsection shall not apply to privately owned vehicles of Grantee's staff.

c. Grantee shall maintain current authorization or Federal Communication Commission licenses for all frequencies and radio transmitters operated by Grantee. Grantee shall display at Grantee's headquarters and make

available for inspection per Federal Communication Commission's rules and regulations copies of all authorization and licenses.

d. Grantee's base of operations shall have at least one open telephone 24 hours per each and every day of the calendar year. Grantee's telephone numbers shall be registered with Orange County Emergency Communication Center, and changes to Grantee's telephone numbers shall be transmitted to the Emergency Communication Center within 24 hours of such change.

e. Grantee's EMS Services shall be dispatched from the Orange County Emergency Communications Center.

Section 10. Data Collection and Performance Report

a. Grantee shall maintain the following records:

i. Records of dispatch which shall show time call was received, time dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.

ii. Trip Records stating all information required in subsection (i) of this Section in addition to information on a form approved by the County. The trip record shall be so designed as to provide the patient with a copy containing all required information.

iii. Personnel Checklist and Inspection Report listing contents and description for each vehicle, signed by the individual verifying vehicle operations and equipment.

iv. A detailed record of complaints received from the public, other enforcing agencies and services regarding Franchise infractions.

v. Any other records required by state law, rules or regulations or deemed by the Department of Emergency Service as relevant to the effective and efficient operations of the Emergency Management System as provided in the "Operations Agreement" and necessary for a fair determination of the capability of the Grantee to continue to provide Emergency Medical Services and Rescue Services in Orange County in accordance with the requirement of law and the provision of this Franchise.

b. All of the records identified in subsection (a) above shall be maintained for a minimum three (3) year period unless a longer retention period is otherwise required by law or other retention periods.

c. Grantee shall establish and maintain a system to record data that used the Model Data set and data dictionary as specified in "North Carolina College of Emergency Physicians: Standards for Medical Oversight and Data Collection."

d. Grantees shall maintain confidentiality of patient records as provided by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, N.C. Gen. Stat. 143-518 and all other state and federal law.

e. Grantee shall submit a written monthly report to the Emergency Services Director, or their designee, providing the number of calls and runs during the month. The report shall contain the number of emergency calls, the number of convalescent calls, the total number of calls and the total number of patients transported.

f. Grantee may inspect Grantee's records at any time in order to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement; however, Grantor's shall inspect the Grantee's records at least once a year to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement.

Section 11. Medical Oversight

a. Grantee shall designate a representative of Grantee to attend and participate in regular meetings of the Orange County EMS Peer Review Committee.

b. Grantee shall monitor and comply with any online medical direction for operating within EMT-P systems.

c. Grantee shall comply with the Grantor's plan for Medical Oversight and Written Treatment Protocols.

d. Grantee shall comply with the Grantor's written plan to address the management of the EMS System including:

i. the triage of patients to appropriate facilities;

ii. transport of patients to facilities outside of the system;

iii. Arrangement for transporting patients to appropriate facilities when diversion or bypass plans are activated;

iv. A mechanism for reporting, monitoring and establishing standards for system response times;

v. A special events staffing plan;

vi. A disaster plan; and

vii. Mass gathering plan.

e. Grantee shall comply with the Medical Director's written guidance regarding decision about the equipment, medical supplies, and medications that will be carried on any ambulance or other EMS Services Vehicle.

f. The Medical Director may suspend temporarily, pending due process review by the EMS Peer Review Committee, any of Grantee's EMS personnel from further participation in the EMS system when the Medical Director determines that the activities or medical care rendered by such personnel may be detrimental to the care of the patient, constitute unprofessional behavior or results in non-compliance with credentialing requirements.

Section 12. Rates and Adjustments

a. Grantee shall submit a schedule of rates to the Grantor for approval and shall not charge more or less than the rates authorized by Orange County without specific authorization from the Grantor.

b. Grantee shall not attempt to collect rates on emergency call until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the service; but Grantee may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention.

c. On Special Event coverage and convalescent calls, Grantee may attempt to collect payment before the ambulance or other EMS Services Vehicle begins its trip.

Section 13. Insurance

a. Within thirty (30) calendar days after the effective date of issuance of the Franchise, the Grantee shall provide proof of the required insurance. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina, covering the following:

i. Every ambulance or other EMS Services Vehicle owned and/or operated by or for the Grantee proving for the following payment of injury and damages:

(a) In the minimum sum of $1,000,000 for injury to or death of individuals in accidents resulting from any cause for which the owner of the vehicle would be liable on account of liability imposed on him by law, regardless of whether the vehicle was being driven by the owner of his agent; and

(b) In the minimum sum of $1,000,000 for the loss of or damage to the property of another, including personal property, or under like circumstances in sums as may be required by the State of North Carolina or as authorized by the Grantor.

(c) The insurance coverage minimum limits required in subsection (a) and (b) above shall be evaluated annually by the Orange County Department of Emergency Services in consultation with the Orange County Risk Manager and the County Attorney's Office and may be revised by the Grantor as Grantor deems appropriate, and at Grantor's sole discretion. In directing a change in insurance coverage, the Department of Emergency Services shall consider the risk needs protected by this insurance coverage and the availability in the marketplace of the coverage amounts to be required.

ii. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina for Worker's Compensation coverage for all employees with statutory limits in compliance with applicable law.

b. Insurance coverage necessary to comply with this Section shall be approved by the Grantor, and copies of such insurance policies (or certificates of insurance) shall be provided to the Grantor.

c. The Grantor shall be named as an additional insured as its interests may appear.

Section 14. Transfer of Ownership or Control and Changes in Level of Services

a. Prior approval of the Grantor shall be required where ownership or control of more than ten percent of the right or control of the Grantee is acquired by a person or group of persons acting in convert, not of whom own or control ten percent or more of such rights of control, singularly or

collectively, at the date of the grant of the Franchise. By its acceptance of the Franchise, the Grantee specifically agrees that any such acquisition occurring without prior approval of the Grantor shall constitute a violation of the Franchise by the grantee and shall be cause for termination at the option of the Grantor.

b. Any change in ownership of Grantee without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

c. Any change in the level of services offered by a Grantee's EMS Services unit without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

d. Grantee may not sell, assign, mortgage or otherwise the transfer the Franchise without the approval of the Grantor; if the Grantor sells, assigns, mortgages or otherwise transfer the Franchise without Grantor's approval this shall terminate the Franchise and require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

Section 15. Miscellaneous Provisions

a. Grantor may, upon reasonable notice, inspect the premises, vehicles, equipment and personnel of Grantee to ensure compliance with this Franchise and perform any other inspections that may be required.

b. Grantee shall make available for inspection by the State of North Carolina, the Grantor, or their designated representatives, Grantee's EMS Services, its equipment and the premises designated in the application and all records relating to its maintenance and operations as such.

c. Grantee shall cooperate with the Grantor to educate the public concerning injury prevention and community health.

d. Grantee's staff shall not wear or carry aboard any ambulance of other EMS Services Vehicles firearms or weapons as defined by law, which does not include tools that aid in providing services. The foregoing restriction shall not be construed to apply to equipment used by Grantee to provide EMS Services.

e. Grantee shall post its Franchise Certificate, issued to it by the Grantor, in a readily visible location at the Grantee's base of operations for the EMS Service.

f. Grantee shall not allow its Franchise Certificate to be defaced, removed, or obliterated.

g. Grantee shall comply with all applicable law and Grantor's policies and procedures related to confidentiality of medical information, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Section 16. Termination Provisions

a. Grantee may terminate this Franchise with 60 days written notice to Grantor and the Grantor may revoke the Franchise in the event of noncompliance with the provisions of the EMS Ordinance or this Franchise Agreement. After a notice of services termination is given, the Grantee may reapply for a franchise if a continued service is desired.

b. Upon suspension, revocation, termination or a stay by the Emergency Services Director of this Franchise, Grantee shall immediately cease all operations authorized by this Franchise.

c. Upon suspension, revocation, termination of a driver's license such person shall cease to dive an ambulance or other EMS Service Vehicle. Upon suspension, revocation or termination of an attendant's certificate (i.e., Medical Responder, EMT, EMT-I or EMT-P) by the Office of Emergency Medical Services or by the Medical Director, such person shall cease to attend patients or otherwise provide medical care. Grantee shall not permit the foregoing person to drive an ambulance or their EMS Service Vehicle or provide medical care in conjunction with EMS Services, if Grantee is found to have notice of or should have had notice of such suspension, revocation or termination at the sole discretion of the Grantor this shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

d. In the event that Grantee shall at any time during the Franchise desire to sell any of the real or personal property identified in Exhibit B (hereinafter "Asset" or "Assets"), which is hereby incorporated by reference, pursuant to a bona fide offer to a bona fide offer which it shall have received, it shall offer to sell any such Asset or Assets (hereafter "Asset or Assets for Sale) to Grantor at the same process as that contained in such bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer. The offer to Grantor to ell an Asset

shall be in writing and shall include a copy of the bona fide offer for the Asset received by the Grantee. Grantor shall have 60 days from and after receipt thereof to decide whether or not to purchase the Asset or Assets for Sale at such prove. If Grantor shall give notice of intent not to purchase or shall give no notice within the time herein limited, Grantee may accept such offer and proceed with the sale thereunder. If Grantor notifies Grantee that it elects to purchase the Asset or Assets for Sale at such prove, the parties shall enter into a contract of purchase and sale forthwith. Such contract shall provide, among other things, for the conveyance of good and marketable title b warranty deed. Upon dissolution of the Grantee pursuant to N.C. Gen. Stat. § 55A-14-1, et seq., the Assets shall be either: (a) distributed to one or more appropriately receiving successor Franchisee (s) that will carry on, In Orange County, the functions of ambulance, first or medical responder, rescue or other related emergency services meeting one or more exempt purposes within the meaning of 501(c)(3) of the Internal Revenue code (or the corresponding section of any future federal tax code) or (b) distributed to the grantor for the foregoing public purposes. This subsection 16(d) of this EMS Service Franchise survives the termination of the Franchise.

Section 17. Forum for Litigation

Any litigation between the Grantor and Grantee arising under or regarding the Franchise shall occur, if in the North Carolina courts, in Orange County Superior Court or District Court having jurisdiction thereof, or if in the federal courts, in the United States District Court for the Middle District of North Carolina.

Section 18. Notice

Any notice provided for under the Franchise shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Grantor:

Orange County Emergency Services
Post Office Box 8181
Hillsborough, North Carolina 27278
Attn: Emergency Services Director
(919) 245-6100

If to the Grantee:

North State Investment Group, LLC d/b/a North State Medical Transport
1240 Corporate Parkway

Raleigh, North Carolina 27610
Attn: Stuart Coward
(919) 261-8911

Section 19. Severability

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 20. Reservation of Rights

Notwithstanding any other provision of the Franchise, Grantor and Grantee reserve all rights that they may possess under the law unless expressly waived herein. Nothing herein shall constitute a waiver of rights of either party, provided, however, that both parties warrant and represent that, as of the effective date of the Franchise, they are not aware of any provision in the Franchise that is contrary to applicable law.

Section 21. Penalties and Remedies

a. A violation of any provision of this Franchise Ordinance or other failure of the Grantee to abide by the provisions of this Franchise shall subject the Grantee to a civil penalty of five hundred ($500) dollars. If Grantee fails to pay this penalty within ten (10) days after being cited for a violation, the Grantor may seek to recover the penalty by filing a civil action in the nature of a debt.

b. A violation of any provision of this Franchise Ordinance by the Grantee shall constitute a misdemeanor, punishable as provided in N.C. Gen. Stat. § 14-4.

c. The Grantor may seek to enforce this Franchise Ordinance through any appropriate equitable action.

d. Each day that a violation continues of this Franchise Ordinance after the Grantee has been notified of the violation shall constitute a separate offense.

e. The Grantor may seek to enforce this Franchise Ordinance by using any one or any combination of the foregoing remedies.

Section 22. Non-discrimination

The Grantee shall at all times remain in compliance with all applicable local, state, and federal laws, rules and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of the Orange County Non-Discrimination Policy is a violation of this Franchise and Grantor may immediately terminate this Franchise without further obligation on the part of the Grantor. This paragraph is not intended to limit and does not limit the definition of violation to discrimination.

Section 23. Acceptance by Grantee

This Franchise and all of its terms and provisions shall be accepted by Grantee in writing in the form hereinafter set forth within thirty (30) days of the grant of this Franchise by the Grantor and when accepted shall be filed with Grantor's Clerk who shall record the same in the Book of Ordinances.

Such written acceptance may be upon or at the end of a copy of this Franchise Ordinance and it shall state and express the acceptance of said Franchise and its terms, conditions and provisions; and Grantee shall agree in said written acceptance to abide by, to observe and to perform the same according to all of its terms and provisions, subject to applicable state and federal law and shall declare that statements and recitals contained on said Franchise are correct and that it has made and does make the agreements and statements set forth in this Franchise. Acceptance herein referred to shall be in the following form:

The undersigned, Stuart Coward, in his/her capacity as Chief Executive Officer of the North State Investment Group, LLC d/b/a North State Medical Transport and on behalf of that agency, does hereby accept and approve the foregoing and attached Franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe and perform all of the obligations and things provided to be carried out and performed by it in said Franchise approved by the Grantor Commissioners, subject to applicable state and federal law.

IN WITNESS WHEREOF, this North State Investment Group, LLC Franchise Ordinance passed on First Reading on the 5th day of April 2022 and was passed and adopted on Second Reading this the 26th day of April, 2022.

_____

Renee Price, Chair
Orange County Board of Commissioners

ATTEST: _____

Laura Jensen, Clerk/Deputy Clerk to the
Orange County Board of Commissioners

ACCEPTANCE FOR GRANTEE:

The undersigned, Stuart Coward, in his/her capacity as Chief Executive Officer of the North State Investment Group, LLC d/b/a North State Medical Transport and on behalf of that agency, does hereby accept and approve the foregoing and attached Franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe and perform all of the obligations and things provided to be carried out and performed by it in said Franchise approved by the Grantor Commissioners, subject to applicable state and federal law.

_____
Stuart Coward, CEO
North State Investment Group, LLC d/b/a North State Medical Transport

STATE OF NORTH CAROLINA)
)
COUNTY OF ORANGE)

On the ___ day of _____, 20 before me a Notary Public for the County and State aforesaid, personally appeared before me _____ on behalf of said agency, acknowledges the signing and execution of the foregoing instrument.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by notarial seal on the day and year above written.

_____
Notary Public

My Commission Expires: _____

EXHIBIT A TO EMS SERVICES FRANCHISE FOR NORTH STATE INVESTMENT GROUP, LLC D/B/A NORTH STATE MEDICAL TRANSPORT

FRANCHISE DISTRICT

Geographic Location: All of the County of Orange

EXHIBIT B TO EMS SERVICES FRANCHISE FOR NORTH STATE INVESTMENT GROUP, LLC D/B/A NORTH STATE MEDICAL TRANSPORT

(Note: Replace with Completed Exhibit B)

ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 5, 2022

Action Agenda Item No. 8-I

SUBJECT: Contract Award for Financial and Compliance Audit Services with Mauldin & Jenkins, LLC

DEPARTMENT: Finance and Administrative Services

ATTACHMENT(S):

Attachment 1: NC Local Government Commission Audit Contract

INFORMATION CONTACT:
Gary Donaldson, (919) 245-2453

PURPOSE: To:

- Authorize a one-year contract with two (2) one-year renewal options for Mauldin & Jenkins, LLC to perform full audit services which includes financial, single audits and financial statement preparation for Orange County; and
- Authorize the Chair to sign the North Carolina Local Government Commission audit contract on behalf of the BOCC pending staff and attorney review.

BACKGROUND: The County's 2021 audit firm Cherry Bekaert, LLC experienced staff turnover during the FY 2021 audit, resulting in a late audit, and Cherry Bekaert does not have the required resources to continue as the County's auditor for 2022. Mauldin and Jenkins, LLC is another leading audit firm that is expanding in North Carolina and has the required staffing resources to audit the County. Mauldin and Jenkins previously served as the County's audit firm.

The audit services will encompass a financial and compliance examination of the County's Annual Comprehensive Financial Report (ACFR) in accordance with the laws of the State of North Carolina and preparation of the ACFR financial statements. The financial and compliance audit will cover federal, state and local funding sources in accordance with the Federal and State Single Audit Acts; applicable laws and regulations; and generally accepted auditing standards.

FINANCIAL IMPACT: Funds are sufficiently budgeted in the Operating Budget for the audit contract. The cost to conduct all-inclusive audit services and financial statement preparation for the one-year contract is $96,000. The second and third year renewal option amounts are $98,500 and $101,000 respectively.

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 is no Orange County Environmental Responsibility Goal impact associated with this item.

RECOMMENDATION(S): The Manager recommends the Board:

- Authorize a one-year contract to Mauldin and Jenkins, LLC in the amount of $96,000 for the first year; and
- Authorize the Chair and Finance Officer to sign the LGC audit contract on behalf of the BOCC pending staff and attorney review.

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** **Rev. 11/2021**

The | Governing Board: Board of County Commissioners

of | Primary Government Unit: Orange County

and | Discretely Presented Component Unit (DPCU) (if applicable):

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and | Auditor Name: Mauldin & Jenkins, LLC

Auditor Address: 508 Hampton Street, Suite 100, Columbia, South Carolina 29201

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Audit Report Due Date
06/30/22	10/31/22

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified*). The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later. T**he auditor shall present the audited financial statements including any compliance reports to the government unit’s governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor’s presentation to the government unit’s governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a “Response to the Auditor’s Findings, Recommendations, and Fiscal Matters,” if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** Rev. 11/2021

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Gary Donaldson	CFO (Orange County, NC)	gdonaldson@orangecountync.gov

OR Not Applicable ☐ *(Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	Orange County
Audit Fee	$ 96,000.00
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 72,000.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Mauldin & Jenkins, LLC	
Authorized Firm Representative (typed or printed)* Timothy M. Lyons	Signature* Timothy M. Lyons
Date* 03/11/22	Email Address* tlyons@mjcpa.com

GOVERNMENTAL UNIT

Governmental Unit* Orange County	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	April 6, 2022
Mayor/Chairperson (typed or printed)* Renee A. Price	Signature*
Date April 6, 2022	Email Address rprice@orangecountync.gov

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Gary Donaldson	Signature*
Date of Pre-Audit Certificate* April 6, 2022	Email Address* gdonaldson@orangecountync.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

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

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT

DRAFT

INFORMATION ITEM

Date Prepared: 03/16/22
Date Revised: 03/29/22

BOCC Meeting Follow-up Actions

(Individuals with a * by their name are the lead facilitators for the group of individuals responsible for an item)

Meeting Date	Task	Target Date	Person(s) Responsible	Status
3/15/22	Review and consider request by Commissioner Price that staff provide the Board with information on the Triangle J Council of Governments' plans to merge the rural and metro staff efforts	4/2022	Commissioner Jamezetta Bedford	Commissioner Bedford to share information with the full Board

INFORMATION ITEM

Tax Collector's Report - Numerical Analysis

Property Tax Collection - Tax Effective Date of Report: February 28, 2022						
Tax Year 2021	**Amount Charged in FY 21-22**	**Amount Collected**	**Accounts Receivable**	**Amount Budgeted in FY 21-22**	**Remaining Budget**	**% of Budget Collected**
Real and Personal Current Year Taxes	$ 165,001,124.00	$ 165,165,296.27	3,086,170.01	165,001,124.00	$ (164,172.27)	100.10%
Real and Personal Prior Year Taxes	$ 3,676,980.95	$ 817,608.14	2,427,745.83	$ 1,155,000.00	$ 337,391.86	70.79%
Total	$ 168,678,104.95	$ 165,982,904.41	$ 5,513,915.84	$ 166,156,124.00	$ 173,219.59	**99.90%**
Registered Motor Vehicle Taxes		$7,788,028.55	$8,694.45	$ 10,339,468.00	$ 2,551,439.45	75.32%
Tax Year 2020	**Amount Charged in FY 20-21**	**Amount Collected**	**Accounts Receivable**	**Amount Budgeted in FY 20-21**	**Remaining Budget**	**% of Budget Collected**
Real and Personal Current Year Taxes	$ 154,198,531.00	$ 153,831,194.74	3,363,457.67	$ 154,198,531.00	$ 367,336.26	99.76%
Real and Personal Prior Year Taxes	$ 3,818,647.51	$ 968,073.76	2,488,866.12	$ 1,155,000.00	$ 186,926.24	83.82%
Total	$ 158,017,178.51	$ 154,799,268.50	$ 5,852,323.79	$ 155,353,531.00	$ 554,262.50	**99.64%**
Registered Motor Vehicle Taxes		$8,114,039.47	$18,331.80	$ 10,770,627.00	$ 2,656,587.53	**75.33%**

2021 Current Year Overall Collection Percentage - Real & Personal	98.17%
2021 Current Year Overall Collection Percentage - with Registered Motor Vehicles	98.24%
2020 Current Year Overall Collection Percentage - Real & Personal	97.86%
2020 Current Year Overall Collection Percentage - with Registered Motor Vehicles	97.95%

INFORMATION ITEM

Tax Collector's Report - Measures of Enforced Collections

-

Fiscal Year 2021-2022

Effective Date of Report: FEBRUARY 28, 2022

	July	August	September	October	November	December	January	February	March	April	May	June	YTD
Wage garnishments	12	19	18	27	12	-	57	149					
Bank attachments	8	6	6	4	4	10	19	37					
Certifications	-	-	-	-	-	-	-	-					
Rent attachments	-	-	-	-	-	-	2	-					
Housing/Escheats/Monies	2	2	16	15	14	6	26	47					
Levies	-	-	-	-	-	-	-	-					
Foreclosures initiated	-	-	3	3	1	-	-	2					
NC Debt Setoff collections	$2,819.45	$ 1,699.69	$ 748.44	$ 1,426.64	$ 4,239.34	$ 1,306.23	$ -	$ 1,275.63					

This report shows the Tax Collector's efforts to encourage and enforce payment of taxes for the fiscal year 2021-22. It gives a breakdown of enforced collection actions by category, and it provides a year-to-date total.

The Tax Collector will update these figures once each month, after each month's reconciliation process.

Delegation of Authority per NCGS 105-381
To Finance Officer

INFORMATION ITEM - RELEASES AND REFUNDS UNDER $100 APRIL 5, 2022

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	TAX	FEE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	TAX CLASSIFICATION	ACTION	Approved by CFO	Additional Explanation
Bronson, Debra Ann	52449290	2021	11,100	8,897	(19.44)		(19.44)	Purchase price (appraisal appeal)	RMV-VTS	Approve	**3/10/2022**	
Coe, Donald	64834176	2021	9,650	500	(83.60)		(83.60)	Antique plate (property classification)	RMV-VTS	Approve	**3/10/2022**	
Hernandez-Zarazua, Zadriel	995272	2018	500	0	(4.66)		(4.66)	Assessed in error (illegal tax)	Personal	Approve	**3/4/2022**	Utility trailer registered in Caswell County
Hernandez-Zarazua, Zadriel	995272	2019	500	0	(4.75)		(4.75)	Assessed in error (illegal tax)	Personal	Approve	**3/4/2022**	Utility trailer registered in Caswell County
Hernandez-Zarazua, Zadriel	995272	2020	500	0	(4.75)		(4.75)	Assessed in error (illegal tax)	Personal	Approve	**3/4/2022**	Utility trailer registered in Caswell County
Ives, Phillip	65088230	2021	9,880	9,880	(65.60)	(30.00)	(95.60)	*Situs error (illegal tax)	RMV-VTS	Approve	**3/10/2022**	
Lara, Pascul Leon	1042998	2019	2,300	-	(40.82)		(40.82)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 236093
Lara, Pascul Leon	1042998	2018	2,460	-	(42.76)		(42.76)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 236093
Lara, Pascul Leon	1042998	2017	2,610	-	(44.44)		(44.44)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 236093
Lara, Pascul Leon	1042998	2016	2,800	-	(49.60)		(49.60)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 236093
Lara, Pascul Leon	1042998	2015	3,000	-	(53.14)		(53.14)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 236093
Lara, Pascul Leon	1042998	2014	3,130	-	(55.44)		(55.44)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 236093
Lara, Pascul Leon	1042998	2013	3,350	-	(58.23)		(58.23)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 236093
Markley, Floyd Carlos	1062086	2021	960	-	(8.46)		(8.46)	Assessed in error (illegal tax)	Personal	Approve	**3/4/2022**	Vehicle licensed to another individual in 2021
Martinez, Sinery Ottoniel	1061394	2018	2,240	0	(35.40)		(35.40)	County changed to Chatham (illegal tax)	Personal	Approve	**3/4/2022**	Vehicle registered in Chatham County
Martinez, Sinery Ottoniel	1061394	2019	2,040	0	(32.93)		(32.93)	County changed to Chatham (illegal tax)	Personal	Approve	**3/4/2022**	Vehicle registered in Chatham County
Martinez, Sinery Ottoniel	1061394	2020	1,860	0	(30.01)		(30.01)	County changed to Chatham (illegal tax)	Personal	Approve	**3/4/2022**	Vehicle registered in Chatham County
Martinez, Sinery Ottoniel	1061394	2021	1,860	0	(28.19)		(28.19)	County changed to Chatham (illegal tax)	Personal	Approve	**3/4/2022**	Vehicle registered in Chatham County
Mason, Kierston Taylor	65041173	2021	10,560	10560	(21.15)		(21.15)	*Situs error (illegal tax)	RMV-VTS	Approve	**3/10/2022**	
Poythress, Joseph Oliver Jr	3196742	2021	5,170	5,170	(78.28)		(78.28)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Gap Bill: registered in Virginia during a portion of the gap period
Prisk, Thomas John	64600227	2021	9,140	7,495	(14.95)		(14.95)	High mileage (appraisal appeal)	RMV-VTS	Approve	**3/10/2022**	
Ratcliff, Melissa	3199163	2021	2,060	-	(9.38)		(9.38)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Gap Bill: registered in Maryland during a portion of gap period
Ray, Marsha Lynn	65064223	2021	6,330	6330	(45.23)	(30.00)	(75.23)	*Situs error (illegal tax)	RMV-VTS	Approve	**3/10/2022**	
Rogers, Michael	1073864	2020	948	-	(14.23)		(14.23)	Double billed (illegal tax)	Personal	Approve	**3/4/2022**	Multiyear trailer listed and billed twice on same account
Rogers, Michael	1073864	2021	853	-	(13.70)		(13.70)	Double billed (illegal tax)	Personal	Approve	**3/4/2022**	Multiyear trailer listed and billed twice on same account
Stevens, Theodore	963791	2013	1,000	0	(10.25)		(10.25)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 1017395
Stevens, Theodore	963791	2014	900	0	(9.42)		(9.42)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 1017395
Stevens, Theodore	963791	2015	855	0	(9.04)		(9.04)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 1017395
Stevens, Theodore	963791	2016	812	0	(8.59)		(8.59)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 1017395
Stevens, Theodore	963791	2017	1,000	-	(10.23)		(10.23)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 1017395
Stevens, Theodore	963791	2018	1,000	-	(10.36)		(10.36)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 1017395
Stevens, Theodore	963791	2019	1,000	-	(10.56)		(10.56)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 1017395
Stevens, Theodore	963791	2020	1,000	-	(10.59)		(10.59)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 1017395
Stevens, Theodore	963791	2021	1,000	-	(10.05)		(10.05)	Assessed in error (illegal tax)	Personal	Approve	**3/10/2022**	Double billed also on abstract 1017395
Tandy, Pamela	64499607	2021	8,020	7,250	(12.15)		(12.15)	Purchase price (appraisal appeal)	RMV-VTS	Approve	**3/4/2022**	
							(1,020.38)	**Total**				

*Situs error: An incorrect rate code was used to calculate bill. Value remains constant but bill amount changes due to the change in specific tax rates applied to that physical location.

Gap Bill: A property tax bill that covers the months between the expiration of a vehicle's registration and the renewal of that registration or the issuance of a new registration.

The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.

Approval of the release or refund of the principal tax amount also constitutes approval of the release or refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.