



**Orange County  
Board of Commissioners**

**Agenda**

**Virtual Business Meeting**

June 16, 2020

7:00 p.m.

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

Due to current public health concerns, the Board of Commissioners is conducting a Virtual Business meeting on June 16, 2020. Members of the Board of Commissioners will be participating in the meeting remotely. As in prior meetings, members of the public will be able to view and listen to the meeting via live streaming video at [orangecountync.gov/967/Meeting-Videos](http://orangecountync.gov/967/Meeting-Videos) and on Orange County Gov-TV on channels 1301 or 97.6 (Spectrum Cable).

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

- Written submittals by email
- Speaking during the virtual meeting

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

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

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

**PUBLIC CHARGE**

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

**Arts Moment** – No Arts Moment will be available for this meeting.

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

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

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

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



*Submittal of information to the Board or receipt of information by the Board does not constitute approval, endorsement, or consent.*

b. **Matters on the Printed Agenda**

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

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

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

5. **Public Hearings**

6. **Regular Agenda**

- a. Approval of Fiscal Year 2020-21 Budget Ordinance, County Grant Projects, and County Fee Schedule
- b. Approval of the Orange County Capital Investment Plan Projects of \$35,003,347 for FY2020-21
- c. Approval of Small Business Program Modifications
- d. Amendments to the Orange County Solid Waste Ordinance Regarding Disposal of Construction and Demolition Waste at Waste and Recycling Centers

7. **Reports**

- a. Report from Sheriff Charles Blackwood on Policing, Racial Justice, and Equity in Orange County
- b. Discussion on a Potential Community Forum Regarding Policing and Racial Justice and Equity in Orange County

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. Voluntary Agricultural District Designation – Multiple Farms
  - e. Approval of Two Contracts Associated with the State of North Carolina’s “Building Reuse Grant” Incentive to ABB, Inc.
  - f. Request for Road Additions to the State Maintained Secondary Road System for Peninsula Lane and Grassland Court in The Bluffs at Moorefields Subdivision
  - g. JCPC Certification for FY 2020-2021
  - h. Resolution of Approval – Conservation Easement on Triangle Land Conservancy’s Patterson-Thornton Property
  - i. Update to Orange County Limited English Proficiency Policy (“Orange County “Language Access Plan”)
  - j. Approval of Contract with Ceres Environmental Services, Inc. as a Secondary Provider for Disaster Debris Removal and Clearance Service
  - k. Fiscal Year 2019-20 Budget Amendment #11



- l. Application for North Carolina Education Lottery Proceeds for Chapel Hill – Carrboro City Schools (CHCCS) and Contingent Approval of Budget Amendment #11-A Related to CHCCS Capital Project Ordinances
- m. Application for North Carolina Education Lottery Proceeds for Orange County Schools (OCS) and Contingent Approval of Budget Amendment #11-B Related to OCS Capital Project Ordinances
- n. Endorsement of Letter to Governor Roy Cooper from Orange County Climate Council

## **9. County Manager’s Report**

## **10. County Attorney’s Report**

## **11. \*Appointments**

- a. Durham Technical Community College Board of Trustees – Appointment Discussion

## **12. Information Items**

- June 2, 2020 BOCC Meeting Follow-up Actions List
- Memorandum Regarding Expansion of Hillsborough Area Economic Development District (EDD)
- Memorandum from Sheriff Blackwood Regarding Purchase of Mobile Command Center

## **13. Closed Session**

## **14. Adjournment**

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

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

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

## **Public Comment Instructions**

### **Public Comment – Written (for Items not on the Agenda, Agenda Items and Public Hearings)**

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

When submitting the comment, include the following:

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



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

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

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

When submitting the request to speak, include the following:

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

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

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

If a member of the public encounters any concerns prior to or during the meeting related to speaking, please contact Greg Wilder at 919-245-2314.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Approval of Fiscal Year 2020-21 Budget Ordinance, County Grant Projects, and County Fee Schedule

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**DEPARTMENT:** County Manager and Finance  
and Administrative Services

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**ATTACHMENT(S):**

Attachment 1. Resolution of Intent to Adopt the FY2020-21 Orange County Budget

Attachment 2. FY2020-21 Budget Ordinance

Attachment 3. FY2020-21 County Grant Projects

Attachment 4. FY2020-21 County Fee Schedule

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**INFORMATION CONTACT:**

Bonnie Hammersley, (919) 245-2300  
Travis Myren, (919) 245-2308  
Gary Donaldson, (919) 245-2453  
Paul Laughton, (919) 245-2152

**PURPOSE:** To approve the Fiscal Year 2020-21 Budget Ordinance, County Grant Projects, and County Fee Schedule.

**BACKGROUND:** At the June 9, 2020 budget work session, the Board of County Commissioners made decisions regarding the County's FY2020-21 budget. See the following attachments related to those decisions:

- Amendment 1, the Resolution of Intent to Adopt the FY2020-21 Orange County Budget outlines the actions approved by the Board of County Commissioners on June 9, 2020
- Attachment 2, FY2020-21 Budget Ordinance, is the legislation implementing the FY2020-21 Annual Operating Budget for Orange County
- Attachment 3, FY2020-21 County Grant Projects
- Attachment 4, FY2020-21 County Fee Schedule

**FINANCIAL IMPACT:** As noted in the attachments of the abstract.

**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 adopt the FY2020-21 Budget Ordinance, the FY2020-21 County Grant Projects, and the FY2020-21 County Fee Schedule, consistent with the parameters outlined in the Board's "Resolution of Intent to Adopt the FY2020-21 Orange County Budget".

## Resolution of Intent to Adopt the FY2020-21 Orange County Budget

*The items outlined below summarize decisions that the Board acted upon June 9, 2020 in approving the FY2020-21 Orange County Annual Operating Budget and the FY2020-21 (Year 1) Capital Investment Plan Budget.*

*WHEREAS*, the Orange County Board of Commissioners has considered the Orange County FY2020-21 Manager's Recommended Budget and the FY2020-21 Manager's Recommended Capital Investment Plan Budget; and

*WHEREAS*, the Commissioners have agreed on certain modifications to the Manager's Recommended Budget as presented in the FY2020-21 County Manager's Recommended Budget on May 5, 2020; and to the FY2020-21 Manager's Recommended Capital Investment Plan Budget as presented on April 7, 2020;

*NOW THEREFORE BE IT RESOLVED*, that the Orange County Board of Commissioners expresses its intent to adopt the FY2020-21 Orange County Budget Ordinance on **Tuesday, June 16, 2020**, based on the following stipulations:

1) **Property Tax Rates**

- a) The ad valorem property tax rate shall be set at 86.79 cents per \$100 of assessed valuation.
- b) The Chapel Hill-Carrboro City Schools District Tax shall be set at 20.18 cents per \$100 of assessed valuation.
- c) The Fire District and Fire Service District tax rates shall be set at the following rates (all rates are based on cents per \$100 of assessed valuation):

• Cedar Grove	8.10
• Greater Chapel Hill Fire Service District	14.91
• Damascus	10.80
• Efland	6.78
• Eno	9.68
• Little River	5.92
• New Hope	10.67
• Orange Grove	6.81
• Orange Rural	9.48
• South Orange Fire Service District	9.68
• Southern Triangle Fire Service District	10.80
• White Cross	12.37

**2) County Employee Pay and Benefits Plan**

Provide a County employee pay and benefits plan that includes:

- a. No Wage increase or Merit pay for FY 2020-21
- b. Continue the \$27.50 per pay period County contribution to non-law enforcement employees' supplemental retirement accounts and the County matching employees' contributions up to \$63.00 semi-monthly (for a maximum annual County contribution of \$1,512) for all general (non-sworn law enforcement officer) employees; continue the mandated Law Enforcement Officer contribution of 5.0% of salary, and continue the County's required contribution to the Local Governmental Employees' Retirement System (LGERS) for all permanent employees. For FY 2020-21, the Law Enforcement Officers (LEOs) rate increases from 9.70 to 10.90 percent of reported compensation, and all other employees rate increases from 8.95 to 10.15 percent of reported compensation.
- c. Continue to participate in the North Carolina Health Insurance Pool (NCHIP), and continue medical and prescription third party administrators with Blue Cross Blue Shield of North Carolina (BCBSNC) and Prime Therapeutics, a division of BCBSNC, respectively. No increase to health appropriations, and an increase of \$92,236 for dental appropriations. No increase to employee premium equivalent for health, dental, or vision insurance. No increase for health coverage premium equivalent for pre-65 retirees enrolled in the County's group plan, and an increase of \$106,003 for the post-65 (Medicare eligible) retirees.
- d. Maintain the current Living wage of \$15.00 per hour for all permanent employees and \$14.95 per hour for temporary employees.
- e. Continue the additional eight hours of annual leave to be awarded at an employee's anniversary date, prorated for part time employees.
- f. Continue the six-week paid parental leave policy.

- 3) **Modifications to County Manager's FY2020-21 Recommended Annual Operating Budget**  
The following modifications to the County Manager's Recommended Budget are made:

### Adjustments to the Manager's Recommended FY2020-21 Budget

*On June 9, 2020, the Board of County Commissioners approved the following changes to the Manager's Recommended annual operating budget for the 2020-21 fiscal year. The information below summarizes changes made by the Board.*

Revenues	Increase	Decrease
<b>Manager's Recommended Revenue Budget</b>	<b>\$239,046,307</b>	
<b>Total Revenue Changes</b>	<b>\$0</b>	<b>\$0</b>
<b>Revised Revenue Budget</b>	<b>239,046,307</b>	

Expenditures	Increase	Decrease
<b>Manager's Recommended Expenditure Budget</b>	<b>\$239,046,307</b>	
Fund new nonprofit Reentry House Plus, Inc.	\$20,000	
Use Social Justice Reserve Fund to fund Reentry House Plus, Inc.		(\$20,000)
Repeal Salary Increase for Commissioners		(\$12,710)
Reduce Debt Service Payments in FY 20-21		(\$209,779)
Reduce County Match to the HOME Program		(\$3,654)
Fund the development of a Racial Equity Index Platform in HR & R	\$35,000	
Increase per pupil by \$9	\$183,447	
Increase to Social Justice Reserve	\$7,696	
<b>Total Expenditure Changes</b>	<b>\$246,143</b>	<b>(\$246,143)</b>
<b>Revised Expenditure Budget</b>	<b>\$239,046,307</b>	

4) **Changes in County Staff Positions (Increase in FTE Approved).**

<b>COMMUNITY DEVELOPMENT FUND - RECOMMENDED</b>							
Department	Position	Start Date	FTE	Total Salary and Benefits	Operating and Start-up Costs	Off-Setting Revenue or Budget Reduction	Total County Cost
Housing	Administrative Support II	July 2020	0.625	34,297	1,496	(35,793)	-
Housing	Coordinated Entry Housing Specialist	July 2020 <sup>(1)</sup>	1.000	60,991	3,020	(64,011)	-
Housing	Coordinated Entry Housing Specialist	July 2020 <sup>(1)</sup>	1.000	60,991	3,020	(64,011)	-
Housing	Housing Access Coordinator	July 2020	1.000	58,012	5,402	(63,414)	-
<b>Totals</b>			<b>3.625</b>	<b>214,291</b>	<b>12,938</b>	<b>(227,229)</b>	<b>-</b>

(1) Coordinated Entry Housing Specialist Positions start date conditional on start date of HUD Grant

5) **General Fund Appropriations for Local School Districts**

The following FY2020-21 General Fund Appropriations for Chapel Hill-Carrboro City Schools and Orange County Schools are approved:

a) Current Expense appropriation for local school districts totals \$89,012,561 and equates to a per pupil allocation of \$4,367

1) The Current Expense appropriation to the Chapel Hill-Carrboro City Schools is \$53,395,309

2) The Current Expense appropriation to the Orange County Schools is \$35,617,252.

b) School Related Debt Service for local school districts totals \$18,297,557.

c) Additional net County funding for local school districts totals \$6,629,597.

(1) School Resource Officers and School Health Nurses Contracts - total appropriation of \$3,629,597 to cover the costs of School Resource Officers in every middle and high school, and a School Health Nurse in every elementary, middle, and high schools in both school systems.

(2) Deferred maintenance funding of \$3,000,000 by ADM is allocated to the school systems by the following: Chapel Hill-Carrboro City Schools appropriation is \$1,799,700 and Orange County Schools appropriation is \$1,200,300.

6) **Capital Investment Plan Funding for FY2020-21 (Year 1)**

The following FY2020-21 (Year 1) Capital Investment Plan Appropriations are approved:

a) Overall Total Capital Investment Plan Funding of \$35,003,347

b) County Capital Projects Funding of \$11,188,082

c) School Capital Projects Funding of \$21,387,313

**RES-2020-036****Attachment 1**

- d) Water & Sewer Project Funding of \$130,000; Solid Waste Project Funding of \$1,375,952; and Sportsplex Project Funding of \$922,000

**7) County Fee Schedule**

To adopt the County Fee Schedule to include changes in the FY2020-21 Manager's Recommended Annual Operating Budget and approved by the Board of County Commissioners on June 9, 2020.

**Fiscal Year 2020-21  
Budget Ordinance  
Orange County, North Carolina**

Be it ordained by the Board of Commissioners of Orange County

**Section I. Budget Adoption**

There is hereby adopted the following operating budget for Orange County for this fiscal year beginning July 1, 2020 and ending June 30, 2021, the same being adopted by fund and activity, within each fund, according to the following summary:

<b>Fund</b>	<b>Current Revenue</b>	<b>Interfund Transfer</b>	<b>Fund Balance Appropriated</b>	<b>Total Appropriation</b>
General Fund	\$225,290,887	\$5,486,817	\$8,268,603	\$239,046,307
Emergency Telephone Fund	\$755,471	\$0	\$0	\$755,471
Fire Districts Fund	\$6,507,480	\$0	\$119,000	\$6,626,480
Section 8 (Housing) Fund	\$4,201,264	\$247,025	\$0	\$4,448,289
Community Development Fund	\$711,015	\$706,137	\$0	\$1,417,152
Visitors Bureau Fund	\$1,614,531	\$0	\$6,486	\$1,621,017
Solid Waste Operations Enterprise Fund	\$10,816,640	\$0	\$1,276,244	\$12,092,884
Sportsplex Operations Enterprise Fund	\$3,796,991	\$0	\$0	\$3,796,991
Community Spay/Neuter Fund	\$69,350	\$0	\$13,000	\$82,350
Article 46 Sales Tax Fund	\$4,295,168	\$0	\$0	\$4,295,168

## Section II. Appropriations

That for said fiscal year, there is hereby appropriated out the following:

Function	Appropriation
<b>General Fund</b>	
Community Services	\$14,322,250
General Government	\$10,525,739
Public Safety	\$27,994,203
Human Services	\$41,614,328
Education	\$93,440,414
Support Services	\$12,773,209
Debt Service	\$33,410,925
Transfers to Other Funds	\$4,965,239
<b>Total General Fund</b>	<b>\$239,046,307</b>
<b>Emergency Telephone System Fund</b>	
Public Safety	\$755,471
<b>Total Emergency Telephone System Fund</b>	<b>\$755,471</b>
<b>Fire Districts</b>	
Cedar Grove	\$270,163
Greater Chapel Hill Fire Service District	\$275,386
Damascus	\$107,373
Efland	\$541,553
Eno	\$836,169
Little River	\$291,501
New Hope	\$762,214
Orange Grove	\$591,315
Orange Rural	\$1,516,816
South Orange Fire Service District	\$586,324
Southern Triangle Fire Service District	\$255,080
White Cross	\$592,586
<b>Total Fire Districts Fund</b>	<b>\$6,626,480</b>
<b>Section 8 (Housing) Fund</b>	
Human Services	\$4,448,289
<b>Total Section 8 Fund</b>	<b>\$4,448,289</b>
<b>Community Development Fund (Housing Rehabilitation Initiative)</b>	
Human Services	\$314,908
<b>Total Community Development Fund (Housing Rehabilitation Initiative)</b>	<b>\$314,908</b>
<b>Community Development Fund (Housing Displacement Program)</b>	
Human Services	\$75,000
<b>Total Community Development Fund (Housing Displacement Program)</b>	<b>\$75,000</b>
<b>Community Development Fund (HOME Program)</b>	
Human Services	\$663,925
<b>Total Community Development Fund (HOME Program)</b>	<b>\$663,925</b>
<b>Community Development Fund (Homelessness Partnership Program)</b>	
General Government	\$363,319
<b>Total Community Development Fund (Homelessness Program)</b>	<b>\$363,319</b>
<b>Total Community Development Fund Programs</b>	<b>\$1,417,152</b>
<b>Visitors Bureau Fund</b>	
General Government	\$225,199
Community Services	\$1,395,818
<b>Total Visitors Bureau Fund</b>	<b>\$1,621,017</b>
<b>Solid Waste Operations Enterprise Fund</b>	
Community Services - Solid Waste/Landfill Operations	\$10,275,072
Transfer to Other Funds	\$1,817,812
<b>Total Solid Waste Operations Enterprise Fund</b>	<b>\$12,092,884</b>
<b>SportsPlex Operations Enterprise Fund</b>	
Community Services – Sportsplex Operations	\$3,073,139

Transfer to Other Funds	\$723,852
<b>Total Sportsplex Operations Enterprise Fund</b>	<b>\$3,796,991</b>
<b>Community Spay/Neuter Fund</b>	
Community Services	\$82,350
<b>Total Community Spay/Neuter Fund</b>	<b>\$82,350</b>
<b>Article 46 Sales Tax Fund</b>	
Community Services	\$4,295,168
<b>Total Article 46 Sales Tax Fund</b>	<b>\$4,295,168</b>

### Section III. Revenues

The following fund revenues are estimated to be available during the fiscal year beginning July 1, 2020 and ending June 30, 2021, to meet the foregoing appropriations:

Function	Appropriation
<b>General Fund</b>	
Property Tax	\$167,694,880
Sales Tax	\$23,827,353
Licenses & Permits	\$274,550
Intergovernmental	\$17,710,005
Charges for Services	\$12,645,090
Investment Earnings	\$515,000
Miscellaneous	\$2,624,009
Transfers from Other Funds	\$5,486,817
Appropriated Fund Balance	\$8,268,603
<b>Total General Fund</b>	<b>\$239,046,307</b>
<b>Emergency Telephone System Fund</b>	
Charges for Services	\$755,471
Appropriated Fund Balance	\$0
<b>Total Emergency Telephone System Fund</b>	<b>\$755,471</b>
<b>Fire Districts</b>	
Property Tax	\$6,497,630
Investment Earnings	\$9,850
Appropriated Fund Balance	\$119,000
<b>Total Fire Districts Fund</b>	<b>\$6,626,480</b>
<b>Section 8 (Housing) Fund</b>	
Intergovernmental and General Government	\$4,201,264
From General Fund	\$247,025
<b>Total Section 8 Fund</b>	<b>\$4,448,289</b>
<b>Community Development Fund (Housing Rehabilitation Initiative)</b>	
From General Fund	\$314,908
<b>Total Community Development Fund (Housing Rehabilitation Initiative)</b>	<b>\$314,908</b>
<b>Community Development Fund (Housing Displacement Program)</b>	
From General Fund	\$75,000
<b>Total Community Development Fund (Housing Rehabilitation Initiative)</b>	<b>\$75,000</b>
<b>Community Development Fund (HOME Program)</b>	
Intergovernmental	\$426,299
Program Income	\$13,000
From General Fund	\$224,626
<b>Total Community Development Fund (HOME Program)</b>	<b>\$663,925</b>
<b>Community Development Fund (Homelessness Partnership Program)</b>	
Intergovernmental and General Government	\$271,716
From General Fund	\$91,603
<b>Total Community Development Fund (Homelessness Partnership Program)</b>	<b>\$363,319</b>
<b>Total Community Development Fund Programs</b>	<b>\$1,417,152</b>

<b>Visitors Bureau Fund</b>	
Occupancy Tax	\$1,243,068
Sales & Fees	\$500
Intergovernmental	\$366,963
Investment Earnings	\$4,000
Appropriated Fund Balance	\$6,486
<b>Total Visitors Bureau Fund</b>	<b>\$1,621,017</b>
<b>Solid Waste Operations Enterprise Fund</b>	
Sales & Fees	\$10,158,176
Intergovernmental	\$260,793
Miscellaneous	\$114,671
Licenses & Permits	\$143,000
Interest on Investments	\$140,000
Appropriated Reserves	\$1,276,244
<b>Total Solid Waste Operations Enterprise Fund</b>	<b>\$12,092,884</b>
<b>Sportsplex Operations Enterprise Fund</b>	
Charges for Services	\$3,796,991
<b>Total Sportsplex Operations Enterprise Fund</b>	<b>\$3,796,991</b>
<b>Community Spay/Neuter Fund</b>	
Animal Tax	\$27,000
Intergovernmental	\$30,000
Miscellaneous	\$12,350
Appropriated Fund Balance	\$13,000
<b>Total Community Spay/Neuter Fund</b>	<b>\$82,350</b>
<b>Article 46 Sales Tax Fund</b>	
Sales Tax Proceeds	\$4,295,168
<b>Total Article 46 Sales Tax Fund</b>	<b>\$4,295,168</b>

#### Section IV. Tax Rate Levy

There is hereby levied for the fiscal year 2020-21 a general county-wide tax rate of 86.79 cents per \$100 of assessed valuation. This rate shall be levied in the General Fund. Special district tax rates are levied as follows:

Cedar Grove	8.10
Greater Chapel Hill Fire Service District	14.91
Damascus	10.80
Efland	6.78
Eno	9.68
Little River	5.92
New Hope	10.67
Orange Grove	6.81
Orange Rural	9.48
South Orange Fire Service District	9.68
Southern Triangle Fire Service District	10.80
White Cross	12.37
Chapel Hill-Carrboro School District	20.18

#### Section V. General Fund Appropriations for Local School Districts

The following FY 2020-21 General Fund Appropriations for Chapel Hill-Carrboro City Schools and Orange County Schools are approved:

- a) Current Expense appropriation for local school districts totals \$89,012,561, and equates to a per pupil allocation of \$4,367.
  - 1) The Current Expense appropriation to the Chapel Hill-Carrboro City Schools is \$53,395,309.
  - 2) The Current Expense appropriation to the Orange County Schools is \$35,617,252.
- b) School Related Debt Service for local school districts totals \$18,297,557.
- c) Additional County funding for local school districts totals \$6,629,597
  - (1) School Resource Officers and School Health Nurses Contracts - total appropriation of \$3,629,597 to cover the costs of School Resource Officers in every middle and high school, and a School Health Nurse in every elementary, middle, and high schools in both school systems.
  - (2) Deferred maintenance funding of \$3,000,000 by ADM is allocated to the school systems by the following: Chapel Hill-Carrboro City Schools appropriation is \$1,799,700 and Orange County Schools appropriation is \$1,200,300.

## **Section VI. Schedule B Privilege Licenses**

In accordance with Schedule B of the Revenue Act, Article 2, Chapter 105 of the North Carolina State Statutes, and any other section of the General Statutes so permitting, there are hereby levied privilege license taxes in the maximum amount permitted on businesses, trades, occupations or professions which the County is entitled to tax.

## **Section VII. Animal Licenses**

A license costing \$10 for sterilized dogs and sterilized cats is hereby levied. A license for un-sterilized dogs and a license for un-sterilized cats is \$30 per animal.

## **Section VIII. Board of Commissioners' Compensation**

The Board of County Commissioners authorizes that:

- For fiscal year 2020-21, the approved budget does not include a wage increase or merit pay.
- Annual compensation for County Commissioners will include the County contribution for health insurance, dental insurance and life insurance that is provided for permanent County employees, provided the Commissioners are eligible for this coverage under the insurance contracts and other contracts affecting these benefits.
- County Commissioners' compensation includes eligibility to continue to participate in the County health insurance at term end as provided below:
  - If the County Commissioner has served less than two full terms in office (less than eight years), the Commissioner may participate by paying the full cost of such coverage. (If the Commissioner is age 65 or older, Medicare becomes the primary insurer and group health insurance ends.)

- If the County Commissioner has served two or more full terms in office (eight years or more), the County makes the same contribution for health insurance coverage that it makes for an employee who retires from Orange County after 20 years of consecutive County service as a permanent employee. If the Commissioner is age 65 or older, Medicare becomes the primary insurer and group health insurance ends. The County makes the same contribution for Medicare Supplement coverage that it makes for a retired County employee with 20 years of service.
- Annual compensation for Commissioners will include a County contribution for each Commissioner to the Deferred Compensation (457) Supplemental Retirement Plan that is the same as the County contribution for non-law enforcement County employees in the State 401 (k) plan. For fiscal year 2020-21, the approved budget continues the County contribution of \$27.50 per pay period and a County contribution match of up to \$63.00 semi-monthly.

### **Section IX. Budget Control**

General Statutes of the State of North Carolina provide for budgetary control measures to exist between a county and public school system. The statute provides:

**Per General Statute 115C-429:**

(c) The Board of County Commissioners shall have full authority to call for, and the Board of Education shall have the duty to make available to the Board of County Commissioners, upon request, all books, records, audit reports, and other information bearing on the financial operation of the local school administrative unit.

The Board of Commissioners hereby directs the following measures for budget administration and review:

That upon adoption, each Board of Education will supply to the Board of County Commissioners a detailed report of the budget showing all appropriations by function and purpose, specifically to include funding increases and new program funding. The Board of Education will provide to the Board of County Commissioners a copy of the annual audit, monthly financial reports, copies of all budget amendments showing disbursements and use of local moneys granted to the Board of Education by the Board of Commissioners.

The Board of Commissioners hereby approves the following financial policies:

- The County will not initiate any capital funding until October 1, 2020, and pending a review of the first quarter financial report, with the exception of County appropriations to the school districts and any other County Manager exceptions.
- The County will initiate measures to recoup sales tax proceeds on school capital projects through the conveyance of school property to the County with the school property reverting back to the school districts at the end of the construction period.
- The County will ensure that all monthly general ledger postings occur by the 10<sup>th</sup> work day of each month.
- The County will ensure that monthly financial reports are available by the 15<sup>th</sup> work day of each month.
- The County will not issue debt for a project until a bid award date and construction start date is established.

- Whereas, it is a best practice for governments to account for capital assets separate from their operating funds, and; Whereas, enterprise funds generally establish Renewal and Replacement Capital Funds to account for the acquisition of capital assets; Therefore,
  - a. The Solid Waste Renewal and Replacement Capital Fund is established to account for sources of income earmarked to fund the County Capital Investment Plan. Sources of income including debt financing proceeds, pay-as-you-go funds, and any other sources earmarked to finance acquisition of capital assets.
  - b. The Sportsplex Renewal and Replacement Capital Fund is established to account for sources of income earmarked to fund the County Capital Investment Plan. Sources of income including debt financing proceeds, pay-as-you-go funds, and any other sources earmarked to finance acquisition of capital assets.
- Whereas, the County intends to undertake Capital Projects as approved in Year 1 (FY 2020-21) of the Capital Investment Plan, will use its own funds to pay initial Project costs, and then reimburse itself from financing proceeds for these early expenditures. The expected primary type of financing for the Projects is installment financing under Section 160A-20. The financing may include more than one installment financing, and may include installment financings with equipment vendors and installment financings that include the use of limited obligation bonds. The Manager and Finance Officer have advised the Board that it should adopt this resolution to document the County's plans for reimbursement, in order to comply with certain federal tax rules relating to reimbursement from financing proceeds.
- The Community Loan Fund will issue no interest loans to recipients in this program.
- The County has adopted a policy to fund no interest loans to Non-Profit organizations that meet certain financial criteria, as adopted on September 20, 2018.
- The County will include in its Travel Policy that travel expenses for Commissioners and County Staff will include the purchase of carbon offsets for any airfare and the miles traveled by Car Share vehicles.

#### **Section X. Internal Service Fund - Health and Dental Insurance Fund**

The Health and Dental Insurance Fund accounts for receipts of premium payments from the County and its employees, employees for their dependents, all retirees and the payment of employee and retiree claims and administration expenses. Projected receipts and fund reserves from the County and employees for fiscal year 2020-21 will be \$14,085,214, and projected expenses for claims and administration for fiscal year 2020-21 will be \$14,085,214.

#### **Section XI. Agency Funds**

These funds account for assets held by the County as an agent for other government units, and by State Statutes, these funds are not subject to appropriation by the Board of County Commissioners, and not included in this ordinance.

#### **Section XII. Encumbrances**

Operating funds encumbered by the County as of June 30, 2020 are hereby reappropriated to this budget.

## **Section XIV. Capital Projects & Grants Fund**

The County Capital Improvements Fund, Schools Capital Improvements Fund, Proprietary Capital Funds, and the Grant Projects Fund are hereby authorized. Appropriations made for the specific projects or grants in these funds are hereby appropriated until the project or grant is complete.

The County Capital Projects Fund FY 2020-21 budget, with anticipated fund revenues of \$11,188,082 and project expenditures of \$11,188,082 is hereby adopted in accordance with G.S. 159 by Orange County for the fiscal year beginning July 1, 2019, and ending June 30, 2020, and the same is adopted by project.

The School Capital Projects Fund FY 2019-20 budget, with anticipated fund revenues of \$21,387,313, and project expenditures of \$21,387,313 is hereby adopted in accordance with G.S. 159 by Orange County for the fiscal year beginning July 1, 2020, and ending June 30, 2021, and the same is adopted by project.

The Proprietary Capital Funds FY 2020-21 budget, consisting of Water and Sewer Utilities, Solid Waste, and Sportsplex, with anticipated fund revenues of \$2,427,952, and project expenditures of \$2,427,952 is hereby adopted in accordance with G.S. 159 by Orange County for the fiscal year beginning July 1, 2020, and ending June 30, 2021, and the same is adopted by project.

The Solid Waste Renewal and Replacement Capital Fund FY 2020-21 budget, with anticipated sources of income of \$2,368,764, and anticipated expenditures of \$2,368,764 is hereby adopted in accordance with G.S. 159 by Orange County for the fiscal year beginning July 1, 2020, and ending June 30, 2021.

The Sportsplex Renewal and Replacement Capital Fund FY 2020-21 budget, with anticipated sources of income of \$1,645,852, and anticipated expenditures of \$1,645,852 is hereby adopted in accordance with G.S. 159 by Orange County for the fiscal year beginning July 1, 2020, and ending June 30, 2021.

The County Grant Projects Fund FY 2020-21 budget, with anticipated fund revenues of \$658,901, and project expenditures of \$658,901, is hereby adopted in accordance with G.S. 159 by Orange County for the fiscal year beginning July 1, 2020, and ending June 30, 2021, and the same is adopted by project.

Any capital project or grant budget previously adopted, the balance of any anticipated, but not yet received, revenues and any unexpended appropriations remaining on June 30, 2020, shall be reauthorized in the FY 2020-21 budget.

## **Section XVI. Contractual Obligations**

The County Manager is hereby authorized to execute contractual documents under the following conditions:

1. The Manager may execute contracts for construction or repair projects that do not require formal competitive bid procedures, and which are within budgeted departmental appropriations, for which the amount to be expended does not exceed \$250,000.
2. The Manager may execute contracts for general and/or professional services which are within budgeted departmental appropriations, for purchases of apparatus supplies and materials or equipment which are within the budgeted

departmental appropriations, and for leases of property for a duration of one year or less and within budgeted departmental appropriations for which the amount to be expended does not exceed \$89,999.

3. Subject to prior Board of County Commissioner authorization at an official Board meeting, the Manager is authorized to execute contracts, their amendments and extensions, in amounts otherwise reserved for Board approval and execution by the Chair, up to the Board-approved budgetary amount for a project or service that has been approved by the Board of County Commissioners in the current year budget.
4. Contracts executed by the Manager shall be pre-audited by the Chief Financial Officer and reviewed by the County Attorney to ensure compliance in form and sufficiency with North Carolina law.
5. The Manager may sign intergovernmental service agreements in amounts under \$90,000.
6. The Manager may sign intergovernmental grant agreements regardless of amount as long as no expenditure of County matching funds, not previously budgeted and approved by the Board, is required. Subsequent budget amendments will be brought to the Board of County Commissioners for revenue generating grant agreements not requiring County matching funds as required for reporting and auditing purposes.
7. The Manager and Attorney will provide a quarterly report to the County Commissioners showing the type and amount of each intergovernmental agreement signed by the Manager.

This budget being duly adopted this 16<sup>th</sup> day of June 2020.

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Donna Baker, Clerk to the Board

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Penny Rich, Chair

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Renee Price, Vice-Chair

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Jamezetta Bedford

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Mark Dorosin

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Sally Greene

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Mark Marcoplos

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Earl McKee

**County Approved Grant Projects  
FY 2020-21**

Funding Sources	Approved Funding FY 2020-21
Transfer from General Fund	\$ 103,420
Charges for Services	\$ 75,000
Grant Funds	\$ 480,481
Appropriated Fund Balance	\$ -
<b>Total Funding Sources</b>	<b>\$ 658,901</b>

Projects	Approved Projects FY 2020-21
Senior Citizen Health Promotion Program (Department on Aging)	\$ 149,095
Master Aging Plan (Department on Aging)	\$ 175,000
Outreach Literacy Grant (Library Services)	\$ 77,177
Local Reentry Council Grant (Criminal Justice Resource Department)	\$ 150,000
Food Council (County Manager's Office)	\$ 72,629
Emergency Management Performance Grant (Emergency Services)	\$ 35,000
<b>Total Projects</b>	<b>\$ 658,901</b>

Commissioner Approved Fee Schedule - FY 2020-21

Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
<b>Asset Management</b>					
		Use Fee (except for classification 5 and 6, or as otherwise stipulated in Facilities Use Policy)	Resident \$10/hr, Non-Resident \$20/hr		2011
		Great Hall or Ballroom (Senior Centers), except class 6	Resident \$75, Non-Resident \$ 125		2011
		Class 5 Use Fee; includes use, kitchen fee and on-site personnel fees	Resident \$50/hr, Non-Resident N/A		2011
		Class 6 Use Fee; includes use, kitchen fee and on-site personnel fees	Resident \$125, Non-Resident \$175		2011
		On-site personnel	Resident \$15/hr, Non-Resident \$20/hr		2011
		Kitchen Use, senior centers only	Resident \$25, Non-Resident \$50		2011
		Security Deposit; class 6 only	Resident \$100, Non-Resident \$100		2011
		Cleaning/lock up/utility fee	Resident \$25, Non-Resident \$25		2011
<b>Orange Public Transportation</b>					
		Vehicle lease	\$1.00 per mile (van)		2012
			\$1.00 per mile (van)		2012
			\$1.00 per mile (bus)		2012
		Driver lease	\$20.00/hour Business Hours		2007
			\$22.00/hour Afterhours/Weekends		2007
			\$30.00/hour Holidays		2007
		Public Shuttle	\$2.00 per one way trip in-town		2005
			\$1.00 per one way trip for elderly or disabled		2005
		Medical trips	\$3.00 door to door		2001

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
<b>Department on Aging</b>				
Senior Programs	Classes	Instructor Cost + 10-25% Admin		Ongoing
	Senior Games	\$15.00 per participant		2010
Senior Center	Room rental (CH center only)	\$15 to \$65/3 hr during bus. hours		1991
		\$10 higher after business hours		1991
		\$250 entire facility after hours		1991
<b>Board of Elections</b>				
Filing Fees	State & County Offices	1% of Annual Salary		Mandated #
	Municipal Offices	CH - \$5.00 Mayor and Council		1980
		Car - \$15.00 Mayor \$10.00 Council		1980
		Hills - \$10.00 Mayor and Council		1980
Municipal Elections	Precinct Officials	CH 50% and Car 50% of Cost		1980
		Hills - 100% of Cost		1980
	Ballots	All municipalities 100% of Cost		1980
	Advertisements	All municipalities 100% of Cost		1980
Other Charges	Computer print-outs	\$.10 per page		2009
	Special Select	\$.10 per page		2009
	One-Precinct	\$.10 per page		2009
	Computer labels	\$.30 per page		2009
	Computer Tapes/CD's	\$10.00 per CD		2009
	Specialized Programming	\$10.00 per CD		2009

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
<i>DEAPR</i>				
	<i>Natural &amp; Cultural Resources</i>			
	Local Landmark Program	\$100.00		2010
<i>PARKS &amp; RECREATION</i>				
Athletics	Youth Athletics	100% Recovery Rate		2009
	Adult Athletics	100% Recovery Rate		2005
General Programs	Youth/Teen Programs	100% Recovery Rate		2009
	Adult Programs	100% Recovery Rate		2009
	Trips	100% Recovery Rate		2009
	Gyms- Open play individuals	\$25 annual Facility Use pass		2007
	Gyms- Open play individuals	\$15 semi-annual Facility Use pass		2011
Special Populations Programs		5% Recovery Rate		2005
Other Programs	Concerts	Varies		2009
Facility Rentals	Gyms - Group Rentals	Resident: \$35 per hour Non-Resident : \$ 52.50 per hour		2015
	Activity Rms/Rec Centers	Resident: \$30 per hour Non-Resident : \$ 37.50 per hour		2018
	Athletic Fields	Resident: \$25 per hour Non-Resident : \$ 37.50 per hour		2015
	Athletic Fields - Tournaments	\$50/hr. for resident, \$52.50 for non-resident		2018
	Athletic Field Lighting	\$35 per hour		2016
	Tennis/Basketball Court Rental	\$5.00		2010
	Tennis/Basketball Court Rental w/ lights	\$10.00		2010
	Tournament Vending Permit Fee	\$100 per day		2013
	Special Event Vending	\$20/booth per day		2019
	Non-County Resident Fee	Additional 50% to applied fee		2007
	Picnic Shelter - Resident	\$25 - Half Day; \$40 - All Day		2019
	Picnic Shelter - Non-Resident	\$30 - Half Day; \$45 - All Day		2019
	Group Camping	\$30 per group of 6-30.		2009
	Parks Open Space permit fee (not court, shelter or athletic field)	\$10/hour or \$50/day		2011

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Farmer's Market Pavilion - Resident	\$15 - Half Day; \$30 All Day		2019
	Farmer's Market Pavilion - Non-Resident	\$30 - Half Day; \$45 All Day		2019
Equipment Rentals	Recreational Equipment Rental	\$25 per use		2013
<b>Land Records</b>	Fax	\$1.00 per page		1994
	GIS Property Map - 8 1/2 x 11	\$3.00; additional copy \$2.00		1994
	GIS Ortho - Property Map - 8 1/2 x 11	\$5.00; additional copy \$3.00		1994
	GIS Property Map - 11 x 17 (B-size)	\$5.00		1994
	GIS Ortho - Property Map - 11 x 17 (B-size)	\$10.00		1994
	GIS Property Map - 17 x 22 (C-size)	\$10.00		1994
	GIS Ortho - Property Map - 17 x 22 (C-size)	\$20.00		1994
	GIS Property Map - 22 x 34 (D-size)	\$15.00		1994
	GIS Ortho - Property Map - 22 x 34 (D-size)	\$25.00		1994
	GIS Property Map - 34 x 44 (E-size)	\$25.00		1994
	GIS Ortho - Property Map - 34 x 44 (E-size)	\$35.00		1994
	Custom GIS Map E-size (Original Inventory)	\$30.00		1994
	Custom GIS Map E-size (Original)	\$30.00 per hour		1994
	Computer Report Land Data	\$.02 per item		1994
	Computer Labels - Owners	\$.02 per item		1994
	Plot Land Description	\$20.00 each		1994

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
<i>Library</i>				
	Fines - overdue children's books	10 cents per day (\$2.00 maximum)		2018
	Fines - overdue adult books	20 cents per day (\$5.00 maximum)		2010
	Fines - overdue Periodicals	\$.20 per day		2013
	Fines - overdue DVD	\$.50 per day (\$5.00 maximum)		2015
	Fines - overdue CD	\$.20 per day		2013
	Fines - overdue Literacy Bag	\$1 per day		2013
	Photocopies	15 cents per page		2010
	Microfilm copies	15 cents per page		2010
	Fax	\$1.00 per page to send		1989
		50 cents per page to receive		1989
	Printouts (from internet)	15 cents per page		2010
	Inter-library Loan	\$3.00 only		2018
	Processing Fee	\$5.00		2010
	Kindle Replacement Fee	\$150.00		2014
	Photocopies - Color	25 cents per page		2014
	Fines - overdue Kindle	\$1.00/day		2014
	Flash Drive	\$3.00		2015
	Out of County Card Fee (Counties outside of Alamance, Caswell, Chatham, Durham, and Person Counties)	\$25.00		2018
	Library Card Replacement	\$1.00		2018
	Book Club Kits	\$1.00 per day charge for overdues		2018
<i>Register of Deeds</i>				
	Deeds of Trust or Mortgage	\$56 (up to 15 pgs); \$4 each additional page		10/1/2011
	Deeds	\$26 (up to 15 pgs); \$4 each additional page.		10/1/2011
	Other Instruments	\$26 (up to 15 pgs); \$4 each additional page.		10/1/2011
	Assumed names, POA, etc.	\$26 (up to 15 pgs); \$4 each additional page.		10/1/2011
	Additional subsequent instruments index ref.	\$25 each added to recording fee		10/1/2011
	Multiple documents	\$10 each additional document		2002
	Certified Copies	\$5 (1st pg); \$2 each additional page		2002
	Non-standard document fee	\$25 in addition to regular recording fee		2002
	Notice of Satisfaction	No Fee		2002
	Plats	\$21.00		2002
	Right-of-Way Plans/Highway Maps	21; \$5 each additional		2002

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**Commissioner Approved Fee Schedule - FY 2020-21**

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Plat copy (uncertified)	\$3.00		2002
	Certified copy of plats	\$5		2002
	UCCs	\$38, \$45 if more than 2 pgs +\$2/page over 10 pgs		2001
	UCC searches	\$30 per debtor name + \$1/page for copies		2001
	Excise/Revenue Stamps	\$2 per \$1000 based on purchase price		1992
	Conformed Copy	\$5		2002
	Marriage License	\$60		2009
	Marriage License Corrections	\$10		2002
	Process Delayed Marriages	\$20		2002
	Certified Copies, Births, Deaths, Marriages Certificates	\$10		2002
	Laminated copy of Birth Certificates	\$12		2002
	Process Amendments Births/Deaths	\$10 + \$15 to NC Vitals Records		2002
	Process Legitimation	\$10		2002
	Delayed Birth Registration	\$20		2002
	Notary Public Qualification	\$10		2002
	Notarization per Signature	\$5		2002
	Notary Certification	\$3 per document		2002
	Copy Work	15 cents per page		2010
	Mylar plat copy	\$5		Early 1980s
	Issuance of Plat Copy Key	\$5		2002
	Duplicate Marriage License	\$10		2000
	Historical Records	\$1		Early 1980s
	CRT print-out	15 cents per page		2010
	Computer tapes	\$10 per tape		1997

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	<i>Planning</i>			
Engineering	Plan Review	\$300 minimum, \$500 for greater than 1000 linear feet of utility or residential greater than 20		2012
	Construction Observation	\$1 per linear foot of utility		2012
	Tap Reinspection Fee	\$100.00		2011
Current Planning fees	Comprehensive Plan Amendment			
	Text Change	\$500.00 staff review fee, \$1000.00 Legal advertisement		2018
	Future Land Use Map Change	\$500.00 + \$50.00/acre of impacted property, area staff review fee, \$1000.00 Legal advertisement, \$30.00 sign posting, \$1.00 first class mail fee for each individual parcel required to be notified of the Planning Board meeting and public hearing associated with the review request		2018
	Unified Development Ordinance			
	Text Amendments	\$500.00 staff review fee, \$1000.00 Legal advertisement (i.e. newspaper ads)		2018
	Zoning Atlas Amendment			
	Rezone to General Use Residential	\$500.00 staff review fee, \$1000.00 Legal advertisement, \$30.00 sign posting, \$1.00 first class mail fee for each individual parcel required to be notified of the Planning Board meeting and public hearing associated with the review request		2018

\* Any fee changes will be included in this column; a blank beside each fee means there is no fee change in FY 2020-21

Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Rezone to General Use Nonresidential	\$2000.00 staff review fee including an		2016
	Special Use			
	Class A	\$1,100.00 staff review fee, \$1000.00 Legal advertisement, \$30.00 sign posting, \$1.00 first class mail fee for each individual parcel required to be notified of the Neighborhood meeting for all non telecommunication facility permit requests / \$1.00 first class mail fee for each individual parcel required to be notified of the Planning Board meeting and Public Hearing associated with the review of the request		2018
	Class B	\$560.00 staff review fee, \$1000.00 Legal advertisement, \$30.00 sign posting, \$1.00 first class mail fee for each individual parcel required to be notified of the Neighborhood meeting for all non telecommunication facility permit requests / \$1.00 first class mail fee for each individual parcel required to be notified of the Public Hearing		2018
	Re-Inspection Fee	Residential: \$50; Non-Residential: \$150		2018
	Zoning Fees: Telecommunication Towers			2015
	Master Telecommunication Plan Amednment Requests	\$200.00		2015
	Zoning Permit Review Fee - Telecommunication Tower Class A	\$2,500.00		2018
	Escrow Account	Consultant Review Fee \$7,500.00		2016
	Zoning Permit Review Fee - Telecommunication Tower Class B	\$1,500.00		2018
	Escrow Account	Consultant Review Fee \$7,000.00		2016
	Co-Location Fee	Co-Location Consultant Review Fee \$1,000.00		2016
	Zoning Review Fee (building permite)	\$100.00		2015

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision	
		Rezone to Conditional Use District	\$3000.00 staff review fee (includes rezoning and Class A Special Use Permit Fee), \$1000.00 Legal advertisement, \$30.00 sign posting, \$1.00 first class mail fee for each individual parcel required to be notified of the Neighborhood meeting, the Planning Board meeting, and public hearing associated with the review request. If application proposes a Major Subdivision, then the following additional fees shall be required: \$750.00 additional staff review fee plus \$50.00 an acre fee for projects that do not include an affordable housing component, \$25.00 an acre fee for projects that do include an affordable housing component.		2018
		Rezone to Conditional Zoning District	\$2000.00 staff review fee (involves rezoning application only), \$1000.00 Legal advertisement, \$30.00 sign posting, \$1.00 first class mail fee for each individual parcel required to be notified of the Neighborhood meeting, the Planning Board meeting, and public hearing associated with the review request. If application proposes a Major Subdivision, then the following additional fees shall be required: \$750.00 additional staff review fee plus \$50.00 an acre fee for projects that do not include an affordable housing component, \$25.00 an acre fee for projects that do include an affordable housing component.		2018
Board of Adjustment		Residential Variance/Appeal	\$340.00 staff review fee, \$1000.00 legal advertisement, \$5.00 certified mailing fee for each individual parcel required to be notified of request		2018

\* Any fee changes will be included in this column; a blank beside each fee means there is no fee change in FY 2020-21

Commissioner Approved Fee Schedule - FY 2020-21

Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
		Nonresidential Variance/Appeal	\$540.00 staff review fee, \$1000.00 legal advertisement, \$5.00 certified mailing fee for each individual parcel required to be notified of request		2018
	Subdivision	Concept Plan	\$140.00 staff review fee		2011
		Final Plat	\$140.00 staff review fee		2011
		Re-approval	\$100.00 staff review fee		2011
		Major Subdivision			
		Concept Plan	\$310 staff review fee, \$30.00 sign posting for Neighborhood Information meeting, \$1.00 Neighborhood Information meeting mailing fee for each individual parcel required to be notified of request		2011
		Preliminary	\$600.00 staff review fee, \$800.00 legal advertisement		2011
		Final	\$500.00		2001
		Re-approval	\$500.00 staff review fee		2011
		Modification of approved subdivision - preliminary or final plat	\$500.00 staff review fee, \$800.00 legal advertisement if BOCC review/approval of modification is required		2011
		Zoning Compliance Permits and Site Plan			
		Zoning Compliance Permit for single family/duplex residential structure(s)	\$30.00		2011
		Single-family site plan associated with Conditional Use or Conditional Zoning approval	\$1,000.00 staff review fee		2011
		Multi-family site plan associated with Conditional Use or Conditional Zoning approval	\$1,000.00 staff review fee		2011

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Nonresidential - Certification Required	\$1,000.00 staff review fee plus, \$20.00 per 100 square feet of proposed office/institutional building area, \$25.00 per 100 square feet of industrial/warehouse building area, \$30.00 per 100 square foot of proposed commercial/retail building area. If project is associated with a Conditional Use or Conditional Zoning approval, an additional \$250.00 staff review shall apply to the project		2016
	Home Occupation Plan Review	\$90.00		1997
	EDD Site Plan	\$1,000.00 plus \$10.00 per square feet of proposed building area. If project is associated with a Conditional Use, Conditional Zoning, or Special Use Permit then an additional \$250.00 staff review fee shall apply		2011
	Signs - not associated with a site plan review or approval	\$25 + \$2/sq. ft.		2001
	Major (engineering modifications to the site plan, including major changes in site planning)	\$500.00		2001
	Minor (additions to or deletions from the site plan modification)	\$250.00		2001
	Administrative approvals, including one-year extensions to approved site plans	\$250.00		2001

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Miscellaneous			
	Review of Traffic Impact study associated with project	\$250.00 in addition to established project review fee, if any		2011
	Review fee for projects located within Major Transportation Corridor Overlay District	\$200.00 in addition to established project review fee, if any		2011
	Partial Width Right Of Way request	\$125.00 staff review fee, \$800.00 legal advertisement, \$30.00 sign posting, \$5.00 certified mailing fee for each individual parcel required to be notified of request		2011
	Vacation of rights-of-way/release of easements per vacation or release (includes advertising)	\$250.00 staff review fee, \$800.00 legal advertisement, \$30.00 sign posting, \$5.00 certified mailing fee for each individual parcel required to be notified of request		2011
	Payment-in-Lieu of Parkland Dedication			
	Community Park	\$422/lot		1996
	District Park	\$455/lot		1996
	Hire outside consultants	Cost + 15%		2001
	Land Use Plan Map	\$1.00		1989
	Airport Study	\$5.00		1989
	Water Resources Task Force	\$4.25		1989
	Street Study	No Charge		1989
	Road Map	\$2.00		1989
	Road Map (large)	\$6.00		1989
	Aerial Photos	\$1.00		1989
	Topo Maps	\$1.50		1989
	Other Maps	\$1.00		1989
	Inventory of Sites	\$3.50		1989
	Inventory of Natural/wildlife etc	\$10.00		1989

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**Commissioner Approved Fee Schedule - FY 2020-21**

Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
		Photo Copies (Small Area Plans, JPA Land Use Plan, and all other documents and reports)	\$0.10 per page duplexed B&W; \$0.50 per page duplexed Color		2011
		Master Recreation/Parks Plan	\$10.00		1989
		New Hope Corridor Plan	\$4.00		1996
		Historic Preservation Element	\$10.00		1996
		Flexible Development Standards	\$5.00		1996
		2030 Comprehensive Plan	\$25.00 B&W; \$125.00 Color		2011
		Unified Development Ordinance (UDO)	\$40.00 B&W; \$200.00 Color		2011
		Copy of Map 8.5 x 11	\$3.00; additional copy \$2.00		2011
		Copy of Map 11x17	\$5.00; additional copy \$3.00		2011
		Copy of Map 18x24	\$10.00		2011
		Copy of Map 24x32	\$15.00		2011
		Copy of Map 30x40	\$25.00		2011
		Custom Map 24x32 (Using Existing Data)	\$30.00		2011
		Custom Data/Map 24x32 (Creation of New Data)	\$30.00/hour		2011
		CD	\$10.00		2011

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
Erosion Control Fees		Erosion Control Plan Review			
		Intense urban	\$507.00 per acre		2001
		Urban	\$272.00 per acre		2001
		Rural	\$158.00 per acre		2001
		Land Disturbing (Grading) Permits			2019
		Intense Urban	\$1,241.00 per acre		2001
		Urban	\$646.00 per acre		2001
		Rural	\$310.00 per acre		2001
		Private Roads	\$155.00		1998
		Storm water Management Plans	\$500 per SCM		2019
		Storm water Management Plan Review (LID)	\$300.00		2019
		Conservation Area Document Review	\$200 per area		2019
		Recurring 5th-Year SCM Inspection	\$360 per SCM		2019
		Stream Origin and Intermittent/Perennial Determinations			
		1-2 determinations/site	\$200		
		3-6 determinations/site	\$500		
		7-9 determinations/site	\$1000		
		10-12 determinations/site	\$1200		
		13-16 determinations/site	\$1500		
		17-19 determinations/site	\$2000		
		Surface Water Identification (SWID) field work.			2012
Inspection fees	Building	<i>Schedule A</i>			
		New Residential (1&2 family)	\$0.394/sq. ft. (all trades included)		2018
		Building	0.160/sq. ft. / \$110.00 Min		2018
		Electrical	0.074/sq. ft. / \$110.00 Min		2018
		Plumbing	0.074/sq. ft./ \$110.00		2018
		Mechanical	0.086/sq. ft. / \$110.00		2018
		Plan Review	0.0203/sq. ft. \$25.00 min. 12% surcharge for Hillsborough		2018
		<i>Schedule B</i>			
		Residential Renovations and Accessory Structures (1&2 family)	\$0.23 per square foot		2006
		Building	0.293/sq. ft.		2018

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Electrical	\$83.00		2018
	Plumbing	\$83.00		2018
	Mechanical	\$83.00		2018
	Plan Review	0.0203/sq. ft. \$25.00 min. 12% surcharge for Hillsborough		2018
	<i>Schedule C</i>			
	Mobile/Modular Homes			
	Singlewide			
	Building	\$110.00		2018
	Electrical	\$70.00		2018
	Plumbing	\$50.00		2018
	Mechanical	\$50.00		2018
	Doublewide			
	Building	\$166.00		2018
	Electrical	\$70.00		2018
	Plumbing	\$50.00		2018
	Mechanical	\$50.00		2018
	Triplewide			
	Building	\$193.00		2018
	Electrical	\$70.00		2018
	Plumbing	\$70.00		2018
	Mechanical	\$70.00		2014

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Quadwide			
	Building	\$221.00		2018
	Electrical	\$70.00		2018
	Plumbing	\$70.00		2018
	Mechanical	\$70.00		2018
	<i>Schedule D</i>			
	New Commercial-per square foot			
	<b>Residential (apartments)</b>			
	Building	\$0.242		2018
	Electrical	\$0.107		2018
	Plumbing	\$0.107		2018
	Mechanical	\$0.085		2018
	<b>Storage</b>			
	Building	\$0.085		2018
	Electrical	\$0.065		2018
	Plumbing	\$0.065		2018
	Mechanical	\$0.085		2018
	<b>Assembly</b>			
	Building	\$0.181		2018
	Electrical	\$0.098		2018
	Plumbing	\$0.098		2018
	Mechanical	\$0.085		2018

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	<b>Institutional</b>			
	Building	\$0.337		2018
	Electrical	\$0.166		2018
	Plumbing	\$0.166		2018
	Mechanical	\$0.169		2018
	<b>Business</b>			
	Building	\$0.242		2018
	Electrical	\$0.115		2018
	Plumbing	\$0.115		2018
	Mechanical	\$0.108		2018
	<b>Mercantile</b>			
	Building	\$0.166		2018
	Electrical	\$0.082		2018
	Plumbing	\$0.082		2018
	Mechanical	\$0.074		2018
	<b>Hazardous</b>			
	Building	\$0.126		2018
	Electrical	\$0.053		2018
	Plumbing	\$0.053		2018
	Mechanical	\$0.074		2018
	<b>Factory/Industrial</b>			
	Building	\$0.126		2018
	Electrical	\$0.053		2018
	Plumbing	\$0.053		2018
	Mechanical	\$0.074		2018
	<b>Educational</b>			
	Building	\$0.242		2018
	Electrical	\$0.115		2018
	Plumbing	\$0.115		2018
	Mechanical	\$0.108		2018
	<b>Utility and Miscellaneous/Shell Building</b>			
	Building	\$0.085		
	Electrical	\$0.065		
	Plumbing	\$0.065		
	Mechanical	\$0.085		

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Commercial Plan Review	0.034 per square foot per project <5000 sq ft (\$150. minimum)		2018
		0.027 per square foot 5000-20,000 sq ft		2018
		0.021 per square foot 20,000-150,000 sq ft		2018
		0.013 per square foot >150,000 sq ft		2018
		(Additional 12% Town of Hillsborough)		2018
	Commercial Renovations and Alterations	Building \$165 + .349 per sf; Electrical \$110.00; Plumbing \$110.00; Mechanical \$110.00		2018
	<i>Schedule E</i>			
	Miscellaneous Bldg Inspections	<i>Commercial Residential</i>		
	Moving Building	<b>\$165.00 \$110.00</b>		2018
	Building Demolition	<b>\$110.00 \$110.00</b>		2018
	Change of Occupancy/Use	<b>\$110.00</b>		2018
	Swimming Pools	<i>Commercial Residential</i>		2018
	Commercial	<b>\$110.00 \$110.00</b>		2018
	Residential	<b>\$110.00 \$110.00</b>		2018
	Woodstove/Fireplace	<i>Commercial Residential</i>		2018
	Commercial	<b>\$55.00 \$55.00</b>		2018
	Residential	<b>\$55.00 \$55.00</b>		2018
	Prefabricated Utility Bldgs.			
	Commercial	Calculated under storage capacity		
	Residential	\$110.00		2018
	Signs	\$110.00		2018
	<i>Schedule F</i>			
	Miscellaneous Electrical	<i>Commercial Residential</i>		
Electrical Inspections	Temporary Serv 60 amp	\$55.00 \$55.00		2018
	Temporary Serv 60A-100A	\$55.00 \$55.00		2018
	Sign Inspections	\$110.00 \$55.00		2018
	Gasoline Pumps	\$55.00		2018

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Miscellaneous Inspections	\$110.00      \$110.00		2018
	<i>Schedule G</i>			
	Electrical Service Changes	<i>Commercial      Residential</i>		
	Single Phase			
	60-100A	\$110.00      \$110.00		2018
	125-200A	\$138.00      \$138.00		2018
	400A	\$165.00      \$165.00		2018
	Three Phase			
	150-200A	\$165.00      \$165.00		2018
	400 A	\$221.00      \$221.00		2018
	<i>Schedule H</i>	<i>Commercial and Residential</i>		
	Electrical Service	Single Phase      Three Phase		
	30-60A	\$55.00      \$138.00		2018
	70-100A	\$138.00      \$138.00		2018
	125A	\$165.00      \$165.00		2018
	150A	\$195.00      \$220.00		2018
	200A	\$200.00      \$250.00		2018
	300A	\$190.00      \$250.00		2018
	400A	\$250.00      \$330.00		2018
	600A	\$330.00      \$385.00		2018
	800A	\$385.00      \$525.00		2018
	1000A	\$525.00      \$690.00		2018
	1200A	\$690.00      \$775.00		2018
	1400A	\$745.00      \$995.00		2018
	1600A	\$775.00      \$1,325.00		2018
	Over 1600A	REMOVE      \$155/100A		2018

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
Plumbing fees	<i>Schedule I</i>			
	New Construction	Based on square footage, see schedule A and B		
		<i>Commercial Residential</i>		
	Water Heater Installation	\$110.00 \$110.00		2018
Mechanical Inspections	<i>Schedule J</i>			
	Residential Mechanical			
	Installation ea add'l system	\$55.00		2018
	Replacement of one system	\$165.00		2018
	<i>Schedule K</i>			
	Non-residential/ Commercial			
	Commercial Cooling			
	First unit	\$165.00		2018
	Each additional Unit	\$55.00		2018
	Replacement of System	\$165.00		2018
	Commercial Heating			
	First Unit	\$165.00		2018
	Each additional Unit	\$55.00		2018
	Replacement of System	\$165.00		2018
	Commercial Heat/Cool Combine			
	First Unit	\$165.00		2018
	Each additional Unit	\$55.00		2018
	Replacement of System	\$165.00		2018
	Commercial Ventilation/Exhaust			
	One System	\$165.00		2018
	Each additional	\$55.00		2018
	Hood fan comm. cooking equip	\$110.00		2018
	Commercial Cooking (one)	\$165.00		2018
	Each additional	\$58.00		2018
	Commercial Reinspection Fee	\$110.00		2018

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# Commissioner Approved Fee Schedule - FY 2020-21

Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
General		Refunds	\$42.50		
		Issue Certificate of Occupancy	\$16.00		2018
		Permit Renewal	\$55.00		2018
		Day Care Permits (existing building new occupancy)	\$110.00		2018
		Day Care Reinspection	\$110.00		2018
		Sprinkler system	\$221.00		2018
		Temporary Electrical Final Inspection-Residential	\$83.00		2018
		Temporary Electrical Final Inspection-Commercial	\$110.00		2018
		Fire Alarm system	\$220.00		2018
		Archive research (per project)	\$22.00		2018
		Grease trap installation	\$110.00		2018
	Commercial	Reinspection fee (no charge for 1st rejection per trade. All subsequent rejections will result in fee)	\$110.00		
	Residential	Reinspection fee (no charge for 1st rejection per trade. All subsequent rejections will result in fee)	\$110.00		2018
		Application Fee	\$50.00		2018
		Technology Fee	2%		2018
		Work started with no permits are charged double fees			1986

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
Emergency Medical	Emergency Response			
<b>Emergency Management</b>				
	Basis Life Support (Non-Emergency)	\$300.00		2005
	Basis Life Support (Emergency)	\$375.00		2011
	Advanced Life Support-1 (Non-Emergency)	\$400.00		2005
	Advanced Life Support-1 (Emergency)	\$475.00		2011
	Advanced Life Support -1 (Non-Transport)	\$150.00		2005
	Advanced Life Support -2 (Emergency)	\$575.00		2011
	Advanced Life Support -2 (Non-Transport)	\$225.00		2005
	EMS Franchise Application Fee	\$1,275.00		2011
	EMS Franchise Compliance Fee	\$300.00		2011
	EMS Franchise Renewal Fee	\$150.00		2011
	Mileage	7.50/mile		2005
	Special Event Coverage			
	Additional EMT Standby	\$40.00/hour (3 hour minimum)		2007
	Paramedic Standby	\$55.00/hour (3 hour minimum)		2007
	Ambulance Standby w/ 2 EMTs	\$90.00/hour (3 hour minimum)		2005
	Ambulance Standby w/ 1 Paramedic and 1 EMT	\$100.00/hour (3 hour minimum)		2007
	Telecommunicator Standby	\$40.00/hour (3 hour minimum)		2005
	Clerical Staff Standby	\$20.00/hour (3 hour minimum)		2005
	EM Senior Officer Standby	\$40.00/hour (3 hour minimum)		2005
	EMS Physician Standby	\$85.00/hour (3 hour minimum)		2005
Fire Marshal	Fire Inspections (by facility type)	See Appendix B		
	Assembly			1996
	Business			1996
	Church/Assembly			1996
	Daycare facility			1996
	Educational, private			1996
	Foster Care Home			1996
	Hazardous			1996
	Industrial			1996
	Institutional			1996
	Mercantile			1996
	Residential(Common Areas)			1996

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Storage			1996
	Fees below are to cover the cost of <b>Mandatory and Optional Permits</b> under the 2009 NC Fire Code (5310-435299), including staff hours to review plans, issue permits, and inspect locations			
	Amusement Buildings	\$50.00		2011
	Battery Systems	\$50.00		2011
	Carnivals & Fairs	\$50.00		2011
	Combustible Dust	\$50.00		2011
	Compressed Gas	\$50.00		2011
	Covered Mall Bldg	\$50.00		2011
	Cutting & Welding	\$50.00		2011
	Exhibit/Trade Show	\$50.00		2011
	Explosives/Blasting	\$100.00		2011
	30 day Renewal for Explosives/Blasting	\$50.00		2011
	Flammable/Combustible	\$50.00		2011
	Tank Install/Removal	\$200.00		2019
	Tank Install/Removal per additional tank	\$25.00		2011
	Floor Finishing	\$50.00		2011
	Fumigation/Thermal Fog	\$50.00		2011

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Hazardous Materials	\$100.00		2011
	High-Piled Storage	\$50.00		2011
	Liquid Fuel Vehicle in Building	\$50.00		2011
	LP Gas	\$50.00		2011
	Open Burning	\$50.00		2011
	Open Flame/Torches	\$50.00		2011
	Open Flame/Candles	\$50.00		2011
	Places of Assembly	\$50.00		2011
	Private Fire Hydrant	\$50.00		2011
	Pyrotechnics/Fireworks	\$50.00		2011
	Pyroxylin Plastics	\$50.00		2011
	Refrigeration Equipment	\$50.00		2011
	Repair Garage/FCL Disp.	\$50.00		2011
	Rooftop Heliports	\$50.00		2011
	Spraying/Dipping	\$50.00		2011
	Scrap Tire Storage	\$50.00		2011
	Temp. Tents/Canopy (per)	\$100.00		2019
	Tire-Rebuilding Plants	\$50.00		2011
	Waste Handling	\$50.00		2011
	Wood Products	\$50.00		2011
	Mulch Pile	\$50.00		2011
	Out of Service Exit/Emergency Light	\$50.00		2015
	Blocked Exit	\$250.00		2015
	Out of Service Fire Alarm System	\$250.00; Followup visit non compliant \$500.00		2019
	Out of Service Sprinkler System	\$250.00; Followup visit non compliant \$500.00		2019
	Out of Service Kitchen Suppression	\$250.00; Followup visit non compliant \$500.00		2019
	Out of Service Clean Agent Suppression System	\$250.00; Followup visit non compliant \$500.00		2019
	Nuisance Fire Alarms	\$50.00		2015
	Stop Work Order Fine	\$250.00		2019
	Failure to obtain proper permit	\$500.00		2019
	Public Education & Orange County Facilities	\$ amount per square footage		2015
	Fees below are to cover the cost of <b>Required Construction Permits</b> under the 2009 NC Fire Code (5310-435299) including staff hours to review plans, issue permits, and inspect locations for compliance.			

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Auto Fire Extinguishing System	\$100.00		2011
	Fire Pump	\$100.00		2011
	Industrial Ovens	\$50.00		2011
	Spraying/Dipping (9)	\$100.00		2019
	Compressed Gas (9)	\$100.00		2019
	Flammable/Combustible	\$50.00		2011
	LP Gas	\$50.00		2011
	Standpipe Systems	\$100.00		2011
	Fire Alarm/Detect. Install	\$100.00		2011
	Hazardous Materials	\$50.00		2011
	Private Fire Hydrant	\$50.00		2011
	Tents/Membranes	\$50.00		2011
	Fire Extinguisher Class	\$20.00		2011
	Fit Testing	\$50.00		2011
	ABC Permit Inspections	Based on Square Foot		2011
	Hazardous Materials Mitigation	Fee Charged at Hourly Rate		2011

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
<i>Sheriff</i>	Out of State Officer Fee	\$100.00		2006
	Instate Officer	\$30.00		2012
	Gun Permits	\$5.00		1982
	Work Release	\$25.00		2012
	Report and Records Copies	\$2.00		1986
	Fingerprint Cards	\$20.00		2012
	Laminating	\$5.00		1986
	Concealed Weapons Permits	\$80.00 (\$35 state \$45 county)		2012
	Concealed Weapons Permits-Renewal	\$75.00		2012
	Federal Inmates	\$66.00		2012
	State Inmates	\$14.50 per day		
	Commission on executions	5% 1st \$500 and 2.5% on balance		1968
	Weekenders	\$25.00		2012
<i>Animal Services</i>				
Administration	Pet Tax-Sterilized Cats and Dogs	\$10.00		2010
	Pet Tax-Non Sterilized Cats and Dogs	\$30.00		2010
	Pet Tax-Dogs and Cats under 6 months of age	\$10.00		2012
	Pet Tax-Late Fee	\$5.00		2012
	Pet Tax-Sterilized Waiver for Seniors	\$0.00		2012
	6-Month Waiver of Pet Tax- Sterilized Foster Animals of Approved Rescue Groups	6-Month Waiver of Pet Tax- Sterilized Foster Animals of Approved Rescue Groups		2017
	Pet Tax-Sterilized Waiver for Citizens Receiving Public Assistance	Pet Tax-Sterilized Waiver for Residents Receiving Public Assistance including Homeless individuals-- \$0.00		2017
Animal Control	<i>Civil Penalties/Fines</i>			
	failure to vaccinate	\$200.00		2008
	failure to license	\$200.00		2008
	public nuisance violations	\$50,100,200,300,400.00		2008
	mistreatment	\$200.00		2008
	failure to wear rabies tag	\$50.00		2011
	Violating Vicious Animal Requirements	\$500.00		3/1/2016

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Declaring an Animal Vicious	\$100.00		3/1/2016
	Failure to Pay Civil Penalty (Generally)	\$100.00		7/1/2019
	Failure to Pay Civil Penalty for No Rabies Vacc	\$100.00		3/1/2016
	Public Nuisance Violation	\$100, \$200, \$400		3/1/2016
	Failure to Allow a Kennel Inspection	\$25.00		3/1/2016
	Violation of Restrictions for Display Wild Animal	\$250.00		3/1/2016
	Violation of Restrictions for Keeping Wild Anima	\$50.00		3/1/2016
	Inspections for Vicious Animals	\$50.00		2018
	Kennel Permits	\$100.00		2018

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
Animal Shelter		<i>Adoption Fees</i>			
		<b>Cat Adoption Fees</b>	<b>\$100.00</b>	<b>\$110.00</b>	2017
		<b>Kitten Adoption Fees (5 mo. and under)</b>	<b>\$110.00</b>	<b>\$130.00</b>	2017
		Special Cat Adoption	\$55.00		2017
		Multiple Cat Adoption-Peak Season	\$0.00		2015
		<b>Special Event Cat Adoption Fee</b>	<b>\$0.00 - \$110.00</b>	<b>\$0.00-\$130.00</b>	2017
		Senior Citizen Cat Adoption Fee	\$25.00		2012
		<b>Dog Adoption Fee</b>	<b>\$120.00</b>	<b>\$125.00</b>	2017
		<b>Puppy Adoption Fee (5 mo. and under)</b>	<b>\$135.00</b>	<b>\$175.00</b>	2018
		<b>Small Dog Adoption Fee</b>	N/a	<b>\$175.00</b>	New
		<b>Special Event Dog Adoption Fee</b>	<b>\$0.00 - \$135.00</b>	<b>\$0.00-\$175.00</b>	2017
		Special Dog Adoption	\$65.00		2017
		Senior Citizen Dog Adoption Fee	\$30.00		2012
		Veterinary Exam (injuries and illnesses)	\$50.00		
		Care of Medical Condition	\$25 - \$125		2019
		Daily Medication Administration	\$5.00		2012
		Replacement of Rabies Tag/Certificate	\$3.00		2012
		Boarding Fee for stray animals	\$12.00/day		2017

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# Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Protective Custody Board Fee	Protective Custody Board Fee Including Homeless Individuals-Board Fee--\$0.00		2017
	Protective Custody Shelter Redemption Fee	Protective Custody Shelter Redemption Fee Including Homeless Individuals-Board Fee--		2017
	Boarding Fee for Euthanized Quarantine	\$0.00		2015
	Bite Quarantines	\$15.00 per day		2018
	Rabies Shots (shelter)	\$10.00		2007
	Rabies Shots (low-cost clinics)	\$10.00		2010
	Daily Board-cruelty/seizure/court hold	\$18.00		2017
	Small and Other Animals	Varies on Type of Animal (\$5 to \$250)		2011
	Placement Partner Sterilization	\$30.00 neuter, \$60.00 spay		2009
	Owner surrender for euthanasia	\$60.00		2018
	Large animal trailer transport	\$35.00		2010
	Field Surrenders	\$25.00		2017
	Redemption for Impoundment Sterilized	\$25, \$50, \$100, \$200		3/1/2016
	Redemption for Impoundment Reproductive	\$50, \$100, \$200, \$400		3/1/2016
	Out of County Animal Surrender Fee	\$100.00		2018
	Elective Microchip Fee	\$35 per Microchip		2017
	Sale of Goods - Cat Carriers	\$5.00		2014
	Livestock Daily Board Fee (Horses and other Large Animals)	\$25.00		2017

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
<i>Health Department</i>				
Environmental Health	<i>Soil Analysis/Improvement Permit</i>			
	Single Family Units <601 Gallons per day. Less than 2 acres	\$485.00		2018
	Single Family Units >600 Gallons per day	\$390 + \$85 per 600 GPD or fraction of additional WW flow >600 GPD		2015
	Non-domestic WW	Fee increases by 50% over the total permit fee of a comparably sized domestic WW system		2006
	<i>Authorization to construct WW system</i>			
	Single Family Units <600 Gallons per day. Less than 2 acres	\$360.00		2017
	Single Family Units >600 Gallons per day	\$290 + \$180 per 600 GPD or fraction of additional WW flow >600 GPD		2015
	Non-domestic WW	Double fee for comparably sized domestic WW system		2006
	<i>Other Misc. Activities</i>			
	Improvement Permit (lot w/existing home)	\$485.00		2017
	Permit Site Revision	\$175.00		2017
	Existing System Inspection(requiring a field visit)	\$175.00		2017
	Existing System Authorizations (Office authorization, no field visit required)	\$35.00		2017
	Mobile Home Park			
	1 to 25 spaces	\$175.00		2017
	26 to 50 spaces	\$240.00		2017
	51 and over spaces	\$310.00		2017
	MH Space Reinspection	\$95.00		2015
	Septic Tank Manufacturer Yard Inspection	\$345.00		2017
	Septic Tank Contractor Registration Fee - New contractor (one time)	\$280.00		2017
	Septic Tank Contractor Fee - Annual Renewal	\$40.00		2017
	Failed Inspection/Reinspection	\$45.00		2015
	Septic Tank Contractor Education Class Fee	\$50.00		2006
	<i>WTMP</i>			
	Initial inspection	\$175.00		2017
	Follow-up inspection	\$95.00		2015

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	<i>Wells and Water Samples</i>			
	Well permits	\$595.00		2017
	Replacement Well Permit Refund (if original well abandoned within 30 days of construction)	-\$280.00		2015
	Permit Site Review Revisions (IP, CA, Well)	\$140.00		2015
	Microbiology			
	Total Cloiform P/A	\$75.00		2019
	Total Cloiform MPN	\$75.00		2019
	Fecal Coliform	\$75.00		2019
	Enterococcus, MPN	\$75.00		2019
	Iron Bacteria	\$75.00		2019
	Sulfur/Sulfate - Reducing	\$75.00		2019
	Pseudomonas-MTF or MPN	\$75.00		2019
	Heterotrophic Plate Count	\$75.00		2019
	<i>Requested by Medical Professional</i>			
	Total Coliform P/A	\$65.00		2016
	Nitrate/Nitrite	\$0.00		2016
	Full Inorganic Panel	\$100.00		2019
	Existing Well Full Well Panel	\$0.00		2016
	Pesticides	\$0.00		2016
	Herbicides	\$0.00		2016
	Petroleum Products	\$0.00		2016
	Volatile Organic Chemicals	\$0.00		2016
	Fluoride - Physician, Dentist request	\$0.00		2016
	Radon Air Sample Kit - Radon	\$20.00		2010

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	Inorganic Chemistry			
	Full Inorganic Panel - <i>Only those referred by a physician will be \$0</i>	\$110.00		2015
	Hexavalent Chromium	\$100.00		2019
	Coal Ash Panel	\$100.00		2019
	Metals Panel	\$100.00		2016
	Individual Metals	\$85.00		2016
	Anions - FI,Cl, Sulf	\$75.00		2019
	Disinfection By-products	\$75.00		2019
	Fluoride - Physician, Dentist request	\$75.00		2019
	Nitrate/Nitrite	\$75.00		2019
	Arsenic Speciation	\$75.00		2019
	Organic Chemistry			
	Pesticides - <i>Only those referred by a physician will be \$0</i>	\$150.00		2019
	Herbicides - <i>Only those referred by a physician will be \$0</i>	\$150.00		2019
	Petroleum Products - <i>Only those referred by a physician will be \$0</i>	\$150.00		2019
	Volitile Organic Chemicals - <i>Only those referred by a physician will be \$0</i>	\$150.00		2019
	New Well Full Well Panel - <i>Only those referred by a physician will be \$0</i>	included in well permit		1/1/2015
	Existing Well Full Well Panel - <i>Only those referred by a physician will be \$0</i>	\$150.00		2019
	Radon Air Sample Kit - Radon	\$20.00		2010

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	<i>Tattoo Parlors</i>			
	Tattoo Artist Annual Permit fee	\$350.00		2019
	Temporary Tattoo Permit (<30days)	\$100.00		NEW
	<i>Swimming Pools</i>			
	Swimming Pool Inspection	\$310.00		2017
	Plan Review - Swimming Pools	\$400.00		2019
	Reinspection of Pool/Spa	\$150.00		2018
	Annual/Year Round Pool/Spa Permit	\$400.00		2019
	<i>Food Service</i>			
	Plan review and permit fee - Temporary Food Establishment	\$75.00		2010
	Plan Review - Food Service Establishment	\$250.00		2010
	Shared Kitchen/Mobile Food Unit	\$100.00		2018
	Reinspection of Food Service Establishment	\$50.00		2018
	Transitional Permit Plan Review	\$100.00		2018

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	ADA Code				
Dental Health	D0120	Periodic Oral Evaluation	\$45.00		2013
	D0140	Limited Oral Evaluation	\$69.00		2013
	D0150	Comprehensive Oral Evaluation	\$80.00		2013
	D0170	Re-evaluation-limited, problem	\$65.00		2013
	D0210	Full Mouth Series w BWX	\$120.00		2013
	D0220	1st Intraoral PA Film	\$26.00		2013
	D0230	Additional PA Film	\$23.00		2013
	D0240	Intraoral Occulusal Film	\$38.00		2013
	D0270	BWX 1 Film	\$26.00		2013
	D0272	BWX 2 Films	\$41.00		2013
	D0273	Bitewings- thre films	\$51.00		2013
	D0274	BWX 4 Films	\$58.00		2013
	D0330	Panoramic Film	\$100.00		2013
	D0470	Study Models	\$104.00		2013
	D1110	Prophy/Adult age 13 and up	\$82.00		2013
	D1120	Prophy/Child under age 13	\$61.00		2013
	D1203	Fluoride Varnish (age 13&under)	\$33.00		2013
	D1204	Fluoride Varnish (age 13-20)	\$33.00		2013
	D1206	Topical Fluoride varnish;therapeutic application for moderate to high caries risk patients	\$39.00		2013
	D1351	Sealant/NEWLY ERUPTED TEETH	\$49.00		2013
	D1354	SDF-Interim Caries Arresting Medicament	\$49.00		2018
	D1510	Band & Loop/Quadrant Deliver 209/25	\$287.00		2013
	D1515	Fixed Bilateral Deliver 419/30	\$393.00		2013
	D1520	Space Maintainer-Removable, Unilateral	\$287.00		2018
	D1525	Space Maintainer-Removable, Bilateral	\$287.00		2018
	D1550	Recementation of Space Maintainer	\$57.00		2018
	D1555	Removal of Fixed Space Maintainer	\$25.00		2018
	D2140	Amal One Surface Prim/ Perm	\$130.00		2013
	D2150	Amal Two Surface Prim/ Perm	\$164.00		2013
	D2160	Amal Three Surface Prim/Perm	\$198.00		2013
	D2161	Amal Four Surface Prim/Perm	\$236.00		2013
	D2330	Resin One Surface Anterior	\$148.00		2013
	D2331	Resin Two Surface Anterior	\$183.00		2013

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	D2332 Resin Three Surface Anterior	\$227.00		2013
	D2335 Resin Four Surface Anterior	\$288.00		2013
	D2390 Resin Comp. Crown Ant. Prim	\$414.00		2013
	D2391 Resin Comp. 1sur.Post-Prim/Perm	\$162.00		2013
	D2392 Resin Comp. 2sur.Post-Prim/Perm	\$212.00		2013
	D2393 Resin Comp. 3sur.Posterior Perm	\$261.00		2013
	D2394 Resin Comp.4+sur.Posterior Perm	\$314.00		2013
	D2920 Recement Crown NOT cov. by MA	\$100.00		2013
	D2930 SSC Primary Tooth	\$247.00		2013
	D2931 SSC Permanent Tooth	\$298.00		2013
	D2932 Prebaccinated Resin Crown	\$323.00		2013
	D2934 Prefab.est.coat SSC prim. Tooth	\$327.00		2013
	D2940 Sedative Filling	\$113.00		2013
	D2951 Pin Retention/tooth	\$67.00		2012
	D3110 Pulp Cap-direct exp. Pulp MED	\$76.00		2013
	D3120 Pulp Cap-indirect nearly exposed	\$77.00		2013
	D3220 Pulpotomy	\$183.00		2013
	D3310 Root Canal Therapy Anterior	\$676.00		2013
	D3320 Root Canal Therapy Bicuspid	\$780.00		2013
	D3330 Root Canal Therapy Molar	\$943.00		2013
	D4320 Provisional Splinting, intracoronal	\$115.00		2017
	D4321 Provisional Splinting, extracoronal	\$115.00		2017
	D4341 Scale Root Planing 4> teeth p/q	\$231.00		2013
	D4342 Scale/Root Planing 1-3 teeth p/q	\$167.00		2013
	D4346 Scaling in presence of generalized moderate or severe gingival inflammation	\$95.00		2018
	D4355 Full mouth Debridement	\$168.00		2013
	D4910 Periodontal Maintenance	\$127.00		2013
	D5411 Adjust Complete Denture - lower	\$45.00		2018
	D6930 Recement Bridge	\$100.00		2018
	D7111 Ext. cornal remnants deciduous	\$122.00		2013
	D7140 Ext. Erupted Tooth Prim/Perm	\$162.00		2013

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	D7210	Extraction Surgical - 100+	\$253.00	2013
	D7250	Extract Root Tip	\$253.00	2018
	D7286	Biopsy Oral Tissue	\$298.00	2013
	D7310	Alveoplasty extractions p/quad.	\$270.00	2013
	D7311	Alveoplasty in conjunction with extraction 1-3 teeth per quadrant	\$273.00	2013
	D7320	Alveoplasty not in conjunction with extraction 4 or more tooth spaces per quadrant	\$404.00	2013
	D7321	Alveoplasty not in conjunction with extraction 1-3 tooth spaces per quadrant	\$384.00	2013
	D7510	I & D Minor Surgery	\$217.00	2013
	D9110	Palliative Treatment	\$115.00	2013
	D9310	Consultation	\$122.00	2013
	D9910	Application of Desensitizing Medicament	\$57.00	2013
	D9911	Application of Desensitizing Resin for cervical and/or root surface per tooth	\$70.00	2013
	D9940	Occlusal guard, by report minimize bruxism \$274/95 lab	\$549.00	2013
	D9941	Fabrication of Athletic Mouthguard	\$236.00	2013
	D9951	Occulsal Adjustment Limited	\$166.00	2013
	D9999	Fractured Tooth Txt.	\$70.00	2013
	MED	Band & Loop/Quadrant Impress	\$0.00	2013
	MED	Fixed Bilateral Impress	\$0.00	2013
	D0145	Oral evaluation for a patient under 3 years of age and counseling with primary caregiver	\$61.00	2015
	D1352	Reapplication of sealant	\$49.00	2015
		Flat Fee Fabrication of Athletic Moutguard Projects	\$17.00	2009
		Boil and Bite Mouthguards (students with braces)	\$5.00	2007
		Minimum charge for dental visit	Sliding fee recommendation is to discontinue the \$30 per preventative visit and \$30 per procedure fee. Recommending to slide to 20% with a minimum of \$30 per visit.	2013

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	CPT Code				
Personal Health	10060	Drainage of Skin Abscess	\$117.00		2009
	10061	Drainage of Skin Abscess	\$200.00		2009
	10080	Drainage of Pilonidal Cyst	\$195.00		2009
	10120	Remove Foreign Body	\$133.00		2009
	10140	Drainage of Hematoma/Fluid	\$147.00		2009
	10160	Puncture Drainage of Lesion	\$94.00		2008
	11000	Debride Infected Skin	\$56.00		2009
	11055	Paring of corn/callus (1 lesion)	\$46.00		2009
	11200	Remove Skin Tags	\$89.00		2007
	11719	Trim Nail(s)	\$22.00		2008
	11720	Debride Nail 1-5	\$33.00		2008
	11730	Avulsion of Nail Plate	\$97.00		2011
	11740	Drain Blood from Under Nail	\$56.00		2009
	11981	Insertion, non-biodegradable drug	\$250.00		2012
	11982	Removal, non-biodegradable drug	\$154.00		2009
	11983	Removal, with reinsertion, non-biodegradable drug	\$234.00		2009
	12001	Repair Superficial Wound(s) 2.5cm or less	\$171.00		2008
	12002	Repair Superficial Wound(s) 2.6-7.5cm	\$184.00		2009
	16000	Initial Burn(s) Treatment	\$84.00		2009
	16020	Dsg and/or debridement, small	\$97.00		2009
	17000	Destroy Benign/Premal Lesion	\$72.00		2009
	17003	Destroy Lesions, 2-14	\$18.00		2009
	17110	Destruct Lesion(s), 1-14	\$109.00		2009
	17250	Chem. Caut of granulation tissue	\$79.00		2009
	20550	Inject Single Tendon-Ligament-Cyst	\$72.00		2009
	20551	Inject Single Tendon Orgin ? Insertion	\$67.00		2009
	20552	Inject Single-Multi Trigger Pts, 1-2 Muscles	\$67.00		2008
	20553	Inject Single-Multi Trigger Pts, 3+ Muscles	\$78.00		2009
	20600	Drain/Inject, Small Joint or Bursa	\$67.00		2008
	20605	Drain/Inject, Intermediate Joint or Bursa	\$72.00		2007
	20610	Drain/Inject, Major Joint or Bursa	\$84.00		2009
	26010	Drain Finger Abscess, Simple	\$329.00		2009
	29130	Apply Finger Splint, Static	\$44.00		2009

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	30300	Remove foreign body intranasal	\$244.00	2009
	30901	Control Nosebleed	\$123.00	2009
	36415	Lab: Venipuncture	\$18.00	2009
Self Pay Only	36415LU	Lab: Venipuncture (Minimum Fee for Primary Care Labs Only) (OCHD Lab)	\$15.00	2016
	36416	Capillary Puncture	\$15.00	2012
	46083	Incise External Hemorrhoids	\$184.00	2009
	46600	Diagnostic Anoscopy	\$100.00	2009
	51701	Insertion of non-dwelling bladder cath	\$94.00	2009
	54050	Destroy Lesion (Male)	\$315.00	2012
	54056	Destruction of Lesion (Male) Simple Cryosurgery	\$150.00	2018
	54060	Treatment of Lesion (Male)	\$155.00	2018
	54065	Destruction of Lesion (Male) Extensive	\$210.00	2018
	56405	Incision/Drainage of Vulva or Perineum	\$140.00	2009
	56420	Incision/Drainage of Gland Abscess	\$173.00	2009
	56501	Destroy Lesions (Female)	\$260.00	2012
	57170	Diaphragm Fit	\$95.00	2009
	57452	Colposcopy of the cervix (without biopsy)	\$160.00	2012
Self Pay Only	57452LU	Minimum Fee - Colposcopy of the Cervix	\$32.00	NEW
	57454	Colposcopy of the cervix, with biopsy and endocervical curettage	\$208.00	2012
Self Pay Only	57454LU	Minimum Fee - Colposcopy of the Cervix w/Biopsy and Endocervical Curettage	\$42.00	NEW
	57455	Colposcopy of the cervix, with biopsy	\$193.00	2012
Self Pay Only	57455LU	Minimum Fee - Colposcopy of the Cervix w/Biopsy	\$39.00	NEW
	57456	Colposcopy of the cervix, with endocervical curettage	\$183.00	2012
Self Pay Only	57456LU	Minimum Fee - Colposcopy of the Cervix w/Endocervical curettage	\$37.00	NEW
	58100	Endometrial Biopsy	\$85.88	2018
	58300	Insert Intrauterine Device (IUD)	\$160.00	2012
	58301	IUD Removal	\$200.00	2012
	59025	Fetal Non Stress	\$90.00	2012
	59425	Antepartum package 4-6 visits	\$1,900.44	2014
	59426	Antepartum package 7+ visits	\$3,408.75	2014
	59430	Postpartum care only	\$175.00	2012

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	64435 Paracervical Block	\$176.00		2008
	65205 Remove Foreign Body from External Eye	\$67.00		2007
	69200 Remove Foreign Body from Outer Ear Canal	\$140.00		2006
	69210 Remove Ear Wax	\$67.00		2006
	<b>76801-26</b> Ultrasound, Pregnant Uterus, Real Time with Image Documentation	<b>\$0.00</b>	<b>\$50.00</b>	<b>New</b>
	<b>76801-TC</b> Ultrasound, Pregnant Uterus, Real Time with Image Documentation	<b>\$0.00</b>	<b>\$70.00</b>	<b>New</b>
	<b>76801</b> Ultrasound, Pregnant Uterus, Real Time with Image Documentation	<b>\$0.00</b>	<b>\$120.00</b>	<b>New</b>
	<b>76805-TC</b> Ultrasound, Pregnant Uterus, B-Scan and/or Real Time with Image Documentation	<b>\$0.00</b>	<b>\$90.00</b>	<b>New</b>
	<b>76805</b> Ultrasound, Pregnant Uterus, B-Scan and/or Real Time with Image Documentation	<b>\$0.00</b>	<b>\$135.00</b>	<b>New</b>
	<b>76817-26</b> Ultrasound, Pregnant Uterus, Real Time with Image Documentation, Transvaginal	<b>\$0.00</b>	<b>\$40.00</b>	<b>New</b>
	<b>76817-TC</b> Ultrasound, Pregnant Uterus, Real Time with Image Documentation, Transvaginal	<b>\$0.00</b>	<b>\$55.00</b>	<b>New</b>
	<b>76817</b> Ultrasound, Pregnant Uterus, Real Time with Image Documentation, Transvaginal	<b>\$0.00</b>	<b>\$95.00</b>	<b>New</b>
	<b>76830</b> Ultrasound, Transvaginal	<b>\$0.00</b>	<b>\$120.00</b>	<b>New</b>
	80048 Metabolic Panel, Basic (UNC Lab)	\$10.44		2019
	80053 Comprehensive Metabolic Panel (UNC Lab)	\$13.04		2019
	80061 Lipid Panel (Fasting) - (UNC Lab)	\$16.53		2019
	80076 Hepatic Function Panel (UNC Lab)	\$9.08		2019
	80178 Lithium Level (UNC Lab)	\$8.16		2019
	80306 Urine Toxicology Screen (UNC Lab)	\$17.14		2019
	80307 Drug Test (UNC Lab)	\$64.65		2019
	81000 U/A (W/Micro) (UNC Lab)	\$4.02		2019
	81002 U/A (Dipstick Only) (OCHD Lab)	\$18.00		2019
	81025 Pregnancy Test (OCHD Lab)	\$15.00		2019
	82040 Albumin Serum (UNC Lab)	\$6.11		2019
	82043 Urine Microalbumin/Creatinine Ratio (UNC Lab)	\$7.14		2019
	82044 Urine Micro-Albumin (UNC Lab)	\$6.23		2019
	82105 Quad Screening (UNC Lab)	\$18.64		2019
	82150 Amylase (UNC Lab)	\$8.00		2019

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	82239	Bile Acid Test (UNC Lab)	\$19.03		2019
	82247	Total Bilirubin (UNC Lab)	\$6.19		2019
	82248	Direct Bilirubin (UNC Lab)	\$5.57		2019
	82251	Neonatal Bilirubin (UNC Lab)	\$9.00		2018

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**Commissioner Approved Fee Schedule - FY 2020-21**

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	82270 Hemocult (UNC Lab)	\$4.38		2019
	82274 Fecal Immunochemical Test (UNC Lab)	\$19.64		2019
	82306 Vitamin D 25 (UNC Lab)	\$32.89		2019
	82310 Ca (UNC Lab)	\$6.37		2019
	82374 CO2 (UNC Lab)	\$6.03		2019
	82435 CL (UNC Lab)	\$5.68		2019
	82465 Total Cholesterol (UNC Lab)	\$5.37		2019
	82550 Assay of CK (UNC Lab)	\$22.28		2019
	82565 CREAT (UNC Lab)	\$6.33		2019
	82570 24 Hour Urine Creatinine (UNC Lab)	\$6.39		2019
	82607 B12 (UNC Lab)	\$16.75		2019
	82677 Assay of Estriol (UNC Lab)	\$26.87		2019
	82728 Ferritin (UNC Lab)	\$15.15		2019
	82746 Folate (UNC Lab)	\$16.34		2019
	82772 Fecal occult blood, single spec. (UNC Lab)	\$10.00		2006
	82784 Iga (UNC Lab)	\$10.34		2019

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	82947 GLU (UNC Lab)	\$4.85		2019
	82952 GTT 3 HR (OCHD Lab)	\$25.00		2018
	82977 GTT (OCHD Lab)	\$11.00		2018
	83001 FSH (UNC Lab)	\$20.65		2019
	83002 Luteinizing Hormone (UNC Lab)	\$22.86		2019
	83020 Hemo. Elect (UNC Lab)	\$14.30		2019
	83036 Hemoglobin A1C (OCHD Lab)	\$21.00		2006
	83516 Ttg (UNC Lab)	\$14.24		2019
	83540 Iron Profile (FE): IBC (UNC Lab)	\$7.19		2019
	83615 LDH (UNC Lab)	\$6.71		2019
	83655 Blood Lead (UNC Lab)	\$14.95		2019
	83690 Lipase (UNC Lab)	\$7.65		2019
	83718 Lipid Panel (Non-Fasting) HDL (UNC Lab)	\$10.12		2019
	83721 LDL (UNC Lab)	\$11.78		2019
	84080 ALK PHOS (UNC Lab)	\$16.43		2019
	84132 K (UNC Lab)	\$5.68		2019
	84146 Prolactin (UNC Lab)	\$21.53		2019

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	84153 PSA Screen (UNC Lab)	\$20.44		2019
	84153 PSA Diagnostic (UNC Lab)	\$20.44		2019
	84155 TP-Serum (UNC Lab)	\$4.53		2019
	84156 TP-Urine (UNC Lab)	\$4.07		2019
	84295 NA (UNC Lab)	\$5.94		2019
	84436 Thyroxine (T4) - (UNC Lab)	\$7.63		2019
	84439 T4 - Thyroid (UNC Lab)	\$10.02		2019
	84443 TSH (UNC Lab)	\$20.75		2019
	84450 SGOT, AST (UNC Lab)	\$6.39		2019
	84460 SGPT, ALT (UNC Lab)	\$6.54		2019
	84466 Iron Profile/Tranferrin: % Saturation (UNC Lab)	\$14.18		2019
	84478 TRIG (UNC Lab)	\$7.09		2019
	84479 T3U (UNC Lab)	\$7.18		2019
	84480 T3 - Total (UNC Lab)	\$15.75		2019
	84481 T3 - Free (UNC Lab)	\$18.82		2019
	84520 BUN (UNC Lab)	\$4.88		2019
	84550 Uric Acid (UNC Lab)	\$5.58		2019
	84702 QUANT HCG/Serum (UNC Lab)	\$16.73		2019
	85014 Hematocrit (UNC Lab)	\$2.93		2019
	85018 Hemoglobin (OCHD Lab)	\$11.00		2009
	85025 CBC with Diff (UNC Lab)	\$8.63		2019
	85027 CBC w/o Diff (UNC Lab)	\$7.18		2019
	85046 Reticyte/hgb concentrate (UNC Lab)	\$6.19		2019
	85611 Prothrombin Time (UNC Lab)	\$4.38		2019
	85651 SED Rate (UNC Lab)	\$4.27		2019

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	85660 Sickle Cell (UNC Lab)	\$6.12		2019
	86038 ANA (anti-nuclear antibody) titer (UNC Lab)	\$13.43		2019
	86039 Confirmation, if ANA+ (UNC Lab)	\$12.40		2019
	86308 MONO Spot (UNC Lab)	\$6.39		2019
	86336 Inhibin a (UNC Lab)	\$17.32		2019
	86403 Particle agglut antibody screen (UNC Lab)	\$11.54		2019
	86430 RA Factors - Qual (UNC Lab)	\$6.30		2019
	86431 RA Factors - Quan (UNC Lab)	\$6.30		2019
	86480 TB Blood Test (UNC Lab)	\$68.87		2019
	86580 PPD (OCHD Lab)	\$17.00		2012
	86592 Syphilis Qualitative (UNC Lab)	\$4.75		2019
	86593 Syphilis Quantative (UNC Lab)	\$4.89		2019
	86677 H. Pyloric (UNC Lab)	\$16.85		2019
	86694 Herpes Simplex IGM AB (UNC Lab)	Delete fee		2015
	86695 Herpes Simplex Antibodies Type 1 (UNC Lab)	\$14.65		2019
	86696 Herpes Simplex Antibodies Type 2 (UNC Lab)	\$21.51		2019
	86704 Hep B Core Antibody Total (UNC Lab)	\$13.39		2019
	86705 Hep B Core Antibody Igm (UNC Lab)	\$13.08		2019
	86706 Hepatitis B Surface Antibody (UNC Lab)	\$11.93		2019
	86709 Hepatitis A Antibody (UNC Lab)	\$12.51		2019
	86735 Mumps Virus AB IGG (UNC Lab)	\$14.50		2019
	86765 Measles Antibodies (UNC Lab)	\$14.31		2019

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	86757 RMSF (Convalescent) (UNC Lab)	\$21.51		2019
	86762 Rubella (UNC Lab)	\$15.99		2019
	86765 Rubeola (measles) AB IGG (UNC Lab)	\$17.58		2015
	86787 Varicella Immune Status Test (UNC Lab)	\$14.31		2019
	86790 Rabies Titer (UNC Lab)	\$14.31		2019
	86803 Hep C Antibody (UNC Lab)	\$17.61		2019
	86804 Hepatitis C RIBA (UNC Lab)	\$17.21		2019
	86850 Antibody Identification (UNC Lab)	\$9.77		2019
	86900 ABO Group (UNC Lab)	\$3.32		2019
	86901 RH Type (UNC Lab)	\$3.32		2019
	87070 Other Bacterial Culture (UNC Lab)	\$9.57		2019
	87077 Culture Aerobic Identify (UNC Lab)	\$9.97		2019
	87081 Culture Screen Only (UNC Lab)	\$7.36		2019
	87086 Urine Culture (UNC Lab)	\$8.97		2019
	87101 Culture, Fungal Dermatology Screen (UNC Lab)	\$8.56		2019
	87166 Sputums (UNC Lab)	\$12.56		2019
	87177 Ova/Parasite Stool Screen (UNC Lab)	\$9.89		2019
	87184 Microbe Susceptible Disk (UNC Lab)	\$7.66		2019
	87205 STAT Male Smear (UNC Lab)	\$4.75		2019

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	87206 Fungal Direct Test (FDIR) (UNC Lab)	\$5.99		2019
	87210 Wet Prep (OCHD Lab)	\$18.00		2009
	87220 Skin KOH (UNC Lab)	\$4.75		2019
	87255 Herpes Simplex Culture (UNC Lab)	Delete fee		2019
	87269 Parasitology Test #9807-Giardia (UNC Lab)	\$13.61		2019
	87272 Parasitology Test #9807-Cryptosporidium (UNC Lab)	\$13.32		2019
	87340 HBsAG (UNC Lab)	\$11.48		2019
	87341 Hep B Surface Ag Eia (UNC Lab)	\$11.48		2019
	87389 HIV-1 Ag with HIV-1 and HIV-2 AB (UNC Lab)	\$29.73		2019
	87420 RSV Antigen Screen (UNC Lab)	\$13.91		2019
	87491 GC NAAT -Bill Together with 87591 (Durham Co.	\$38.99		2019
	87502 Influenza Test (UNC Lab)	\$105.06		2019
	87506 Microbiology Stool (GI Panel (UNC Lab)	\$262.99		2019
	87522 Hep C Viral (UNC Lab)	\$47.60		2019
	87529 HSV 1 & 2 PCR (UNC Lab)	\$38.99		2019
	87591 GC NAAT - Bill Together with 87491(Durham Co.	\$38.99		2019
	87624 Pap HPV (Wake Med Lab)	\$38.99		2019
	87800 Detection Test for Multiple Organisms (UNC Lab)	\$44.57		2019
	87802 Strep B (UNC Lab)	\$13.32		2019
	87804 Influenza A & B (UNC Lab)	\$16.55		2019
	87880 Strep A (UNC Lab)	\$16.53		2019
	87902 Hep C Genotype (UNC Lab)	\$286.05		2019
	88141 Pap Smear with Dr. Interpretation (Wake Med Lab)	\$80.00		2016
	88175 Pap Thin Prep (Wake Med Lab)	\$29.44		2019
	90470 Administration of H1N1 Vaccine	\$18.00		2010
	90471 Admin Fee (1 vaccine)	\$18.00		2012
	90472 Admin Fee (2+ vaccines)	\$18.00		2012
	90473 Immunization Adm. - Intranasal/Oral	\$13.71		2014
	90474 Immunization Adm. - Intranasal/Oral Additional	\$13.71		2014
	90620 Meningococcal recombinant protein and outer membrane vesicle vaccine, serogroup B (MenB-4C), 2 dose schedule - BEXSERO	\$195.50		2019
Medicaid only	90620SL Meningococcal recombinant protein and outer membrane vesicle vaccine, serogroup B (MenB-4C), 2 dose schedule - BEXSERO	\$0.00		2019

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	90621	Meningococcal recombinant lipoprotein vaccine, serogroup B, 2 or 3 dose schedule - TRUMENBA	\$161.00		2019
Medicaid only	90621SL	Meningococcal recombinant lipoprotein vaccine, serogroup B, 2 or 3 dose schedule - TRUMENBA	\$0.00		2019
	90632	Hepatitis A vaccine, adult dose - HAVRIX	\$79.00		2019
Medicaid only	90632SL	Hepatitis A vaccine, adult dose - HAVRIX	\$0.00		2019
	90633	Hepatitis A vaccine, pediatric/adolescent dose, 2 dose - HAVRIX	\$37.00		2019
Medicaid only	90633SL	Hepatitis A vaccine, pediatric/adolescent dose, 2 dose - HAVRIX	\$0.00		2019
	90636	Hepatitis A and Hepatitis B recombinant vaccine, 3 doses - TWINRIX	\$117.00		2019
Medicaid only	90636SL	Hepatitis A and Hepatitis B recombinant vaccine, 3 doses - TWINRIX	\$0.00		2019
	90647	Hemophilus Influenzae B vaccine (Hib), PRP-OMP conjugate, 3 dose - PedVaxHIB	\$40.00		2018
Medicaid only	90647SL	Hemophilus Influenzae B vaccine (Hib), PRP-OMP conjugate, 3 dose - PedVaxHIB	\$0.00		2019
	90648	Hemophilus Influenzae B vaccine (Hib), PRP-T conjugate, 4 dose - ActHIB	\$26.00		2018
Medicaid only	90648SL	Hemophilus Influenzae B vaccine (Hib), PRP-T conjugate, 4 dose - ActHIB	\$0.00		2019
	90651	Human Papillomavirus vaccine types 6, 11, 16, 18, 31, 33, 45, 52, 58, nonavalent (HPV), 2 or 3 dose - GARDASIL 9	\$225.00		2019
Medicaid only	90651SL	Human Papillomavirus vaccine types 6, 11, 16, 18, 31, 33, 45, 52, 58, nonavalent (HPV), 2 or 3 dose - GARDASIL 9	\$0.00		2019
	90662	Influenza vaccine (IIV3-HD), for 65 years of age and up - FLUZONE HIGH DOSE	\$53.00		2019
	90670	Pneumococcal conjugate vaccine, 13 valent (PCV13) - PREVNAR 13	\$217.00		2019
Medicaid only	90670SL	Pneumococcal conjugate vaccine, 13 valent (PCV13) - PREVNAR 13	\$0.00		2019
	90675	Rabies Vaccine - IMOVAX RABIES	\$357.00		2019

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Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	90680	Rotavirus vaccine, pentavalent (RV5), 3 dose - ROTATEQ	\$113.00		2019
Medicaid only	90680SL	Rotavirus vaccine, pentavalent (RV5), 3 dose - ROTATEQ	\$0.00		2019
	90681	Rotavirus vaccine, human, attenuated (RV1), live, oral, 2 dose - ROTARIX	\$138.00		2019
Medicaid only	90681SL	Rotavirus vaccine, human, attenuated (RV1), live, oral, 2 dose - ROTARIX	\$0.00		2019

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Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	90685	Influenza vaccine (IIV4), quadrivalent, preservative free, 6 to 35 months - FLUZONE PEDS	\$19.00		2019
Medicaid only	90685SL	Influenza vaccine (IIV4), quadrivalent, preservative free, 6 to 35 months - FLUZONE PEDS	\$0.00		2019
	90686	Influenza vaccine (IIV4), quadrivalent, preservative free, 3 years and above - FLUZONE	\$18.00		2018
Medicaid only	90686SL	Influenza vaccine (IIV4), quadrivalent, preservative free, 3 years and above - FLUZONE	\$0.00		2019
	90682	Influenza vaccine (RIV4), quadrivalent, preservative free, 18 year and above - FLUBLOK	\$53.00		2019
	90696	Diphtheria, tetanus toxoid, and acellular pertussis vaccine and inactivated poliovirus vaccine (DTaP-IPV), for 4 to 6 years of age - KINRIX	\$57.00		2019
Medicaid only	90696SL	Diphtheria, tetanus toxoid, and acellular pertussis vaccine and inactivated poliovirus vaccine (DTaP-IPV), for 4 to 6 years of age - KINRIX	\$0.00		2019
	90696	Diphtheria, tetanus toxoid, and acellular pertussis vaccine and inactivated poliovirus vaccine (DTaP-IPV), for 4 to 6 years of age - QUADRACEL	\$59.00		2019
Medicaid only	90696SL	Diphtheria, tetanus toxoid, and acellular pertussis vaccine and inactivated poliovirus vaccine (DTaP-IPV), for 4 to 6 years of age - QUADRACEL	\$0.00		2019
	90698	Diphtheria, tetanus toxoids, acellular pertussis vaccine, haemophilus influenza Type B, and inactivated poliovirus vaccine (DTaP-IPV/Hib) -	\$101.00		2019
Medicaid only	90698SL	Diphtheria, tetanus toxoids, acellular pertussis vaccine, haemophilus influenza Type B, and inactivated poliovirus vaccine (DTaP-IPV/Hib) -	\$0.00		2019

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	90700	Diphtheria, tetanus toxoids, and acellular pertussis vaccine (DTaP), for 7 years or younger - DAPTACEL			2019
Medicaid only	90700SL	Diphtheria, tetanus toxoids, and acellular pertussis vaccine (DTaP), for 7 years or younger - DAPTACEL	\$0.00		2019
	90700	Diphtheria, tetanus toxoids, and acellular pertussis vaccine (DTaP), for 7 years or younger - INFANRIX	\$32.00		2018
Medicaid only	90700SL	Diphtheria, tetanus toxoids, and acellular pertussis vaccine (DTaP), for 7 years or younger - INFANRIX	\$0.00		2019
	90707	Measles, mumps, and rubella virus vaccine (MMR), live - M-M-R II	\$101.00		2019
Medicaid only	90707SL	Measles, mumps, and rubella virus vaccine (MMR), live - M-M-R II	\$0.00		2019
	<b>90710</b>	<b>Measles, mumps, and rubella AND varicella virus vaccine, live-PROQUAD</b>	<b>\$0.00</b>	<b>\$260.00</b>	<b>New</b>
	90713	Poliovirus vaccine (IPV), inactivated - IPOL	\$34.00		2019
Medicaid only	90713SL	Poliovirus vaccine (IPV), inactivated - IPOL	\$0.00		2019

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Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	90714	Tetatus and diphteria toxoids (Td) adsorbed, preservative free, for 7 years or older - TENIVAC	\$35.00		2018
Medicaid only	90714SL	Tetatus and diphteria toxoids (Td) adsorbed, preservative free, for 7 years or older - TENIVAC	\$0.00		2019
	90715	Tetanus, diphteria toxoids and acellular pertussis vaccine (Tdap), for to 7 years or older - ADACEL	\$39.49		2018
Medicaid only	90715SL	Tetanus, diphteria toxoids and acellular pertussis vaccine (Tdap), for to 7 years or older - ADACEL	\$0.00		2019
	90716	Varicella virus vaccine (VAR), live - VARIVAX	\$177.00		2019
Medicaid only	90716SL	Varicella virus vaccine (VAR), live - VARIVAX	\$0.00		2019
	90723	Diphteria, tetanus toxoids, acellular pertussis vaccine, Hepatitis B, and inactivated poliovirus vaccine (DTaP-Hep B-IPV) - PEDIARIX	\$91.00		2018
Medicaid only	90723SL	Diphteria, tetanus toxoids, acellular pertussis vaccine, Hepatitis B, and inactivated poliovirus vaccine (DTaP-Hep B-IPV) - PEDIARIX	\$0.00		2019
	<b>90732</b>	<b>Pneumococcal polysaccharide vaccine, 23-valent (PPSV23), adult or immunosuppressed patient dosage, when administered to 2 years or older - PNEUMOVAX 23</b>	<b>\$107.00</b>	<b>\$115.00</b>	<b>2019</b>
Medicaid only	90732SL	Pneumococcal polysaccharide vaccine, 23-valent (PPSV23), adult or immunosuppressed patient dosage, when administered to 2 years or older - PNEUMOVAX 23	\$0.00		2019
	90734	Meningococcal conjugate vaccine, serogroups A,C,Y and W-135 quad (MenACWY or MCV4) - MENVEO	\$119.00		2019
Medicaid only	90734SL	Meningococcal conjugate vaccine, serogroups A,C,Y and W-135 quad (MenACWY or MCV4) - MENVEO	\$0.00		2019
	90734	Meningococcal conjugate vaccine, serogroups A,C,Y and W-135 quad (MenACWY or MCV4) - MENACTRA	\$127.00		2018
Medicaid only	90734SL	Meningococcal conjugate vaccine, serogroups A,C,Y and W-135 quad (MenACWY or MCV4) - MENACTRA	\$0.00		2019

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Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	90744	Hepatitis B vaccine (Hep B), pediatric/adolescent dosage, 3 dose - ENGERIX PEDS	\$30.00		2018
Medicaid only	90744SL	Hepatitis B vaccine (Hep B), pediatric/adolescent dosage, 3 dose - ENGERIX PEDS	\$0.00		2019
	90744	Hepatitis B vaccine (Hep B), pediatric/adolescent dosage, 3 dose - RECOMBIVAX HB PEDS	\$25.00		2019
Medicaid only	90744SL	Hepatitis B vaccine (Hep B), pediatric/adolescent dosage, 3 dose - RECOMBIVAX HB PEDS	\$0.00		2019
	90746	Hepatitis B vaccine (Hep B), adult dosage - ENGERIX-B	\$67.00		2019
Medicaid only	90746SL	Hepatitis B vaccine (Hep B), adult dosage - ENGERIX-B	\$0.00		2019
	90739	Hepatitis B vaccine (Hep B), adult dosage, 2 dose - HEPLISAV	\$132.00		2019
	90739SL	Hepatitis B vaccine (Hep B), adult dosage, 2 dose - HEPLISAV	\$0.00		2019
	90750	Zoster Vaccine recombinant, adjuvanted, 50 years or older - SHINGRIX	\$166.00		2019
Medicaid only	90750SL	Zoster Vaccine recombinant, adjuvanted, 50 years or older - SHINGRIX	\$0.00		2019
	90772	Therapeutic prophylactic/diagonostic injection	\$23.00		2008
	90846	Psychotherapy, Family, w/o Patient	\$95.00		2009
	90847	Psychotherapy, Family, (Conjoint) W/Pt Present	\$115.00		2009
	90853	Psychotherapy, Group	\$32.00		2009
	92551	Audiometry	\$18.00		2008
	92587	OAE (Limited)	\$100.00		2012
	93000	Electrocardiogram, Complete	\$33.00		2009
	93005	Electrocardiogram, Tracing Only	\$22.00		2009
	94150	Peak Flow	\$3.25		2018
	94640	Airway Inhalation Treatment	\$22.00		2009
	94664	Aerosol Inhalation Treatment - Teaching	\$22.00		2009
	94760	Pulse Oxygen	\$8.00		2009
	96110	Developmental Test	\$23.00		2012
	96125	ASQ - Developmental	\$78.38		2018
	96127	Social-emotional Screens	\$6.00		2017
	96152	Health & Behavior Intervention	\$55.00		2015

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Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision	
	96160	Adolescent Risk & Strength Screening	\$9.20	2017	
	96161	Maternal Depression Screening	\$9.20	2017	
	96372	Ther/Proph/Diag inj/SC/IM	\$60.00	2012	
	97802	Medical Nutrition Therapy/Initial 15 min. Unit	\$34.00	2015	
	97803	Medical Nutrition Therapy/Re-Assess 15 min. Unit	\$34.00	2016	
	97804	Medical Nutrition Therapy-Group (2 or more)	\$15.00	2011	
	97804ud	MDPP Fee	\$25.00	2017	
	99000	Lab: Handling Fee	\$11.00	2009	
	99070	Special Supplies	\$18.00	2009	
	99080	Screening Form Completion	\$0.00	2018	
	99173	Vision	\$7.00	2009	
	99175	Induction of Vomiting	\$67.00	2009	
	99201	New Office/Outpt Tx Brief E&M	\$110.00	2009	
	99202	New Office/Outpt Tx Expanded Prob Focused E&M	\$165.00	2009	
	99203	New Office/Outpt Tx Detailed E&M	\$200.00	2009	
	99204	New Office/Outpt Tx Moderate Complex E&M	\$335.00	2009	
	99205	New Office/Outpt Tx High Complex E&M	\$405.00	2009	
	99211	Estab Office/Outpt Tx Brief E&M	\$60.00	2012	
Medicaid only	99211OB	Estab Office/Outpt Tx Brief E&M	\$0.00	Delete	2017
	99212	Estab Office/Outpt Tx Prob Focused E&M	\$100.00		2012
Medicaid only	99212OB	Estab Office/Outpt Tx Prob Focused E&M	\$0.00	Delete	2017
	99213	Estab Office/Outpt Tx Expanded Focused E&M	\$150.00		2012
Medicaid only	99213OB	Estab Office/Outpt Tx Expanded Focused E&M	\$0.00	Delete	2017
	99214	Estab Office/Outpt Tx Detailed E&M	\$225.00		2012
Medicaid only	99214OB	Estab Office/Outpt Tx Detailed E&M	\$0.00	Delete	2017
	99215	Estab Office/Outpt Tx Comprehensive E&M	\$305.00		2012
Medicaid only	99215OB	Estab Office/Outpt Tx Comprehensive E&M	\$0.00	Delete	2017
	99381	Preventive/New Pt < 1 yr.	\$255.00		2012
	99382	Preventive/New Pt 1-4 yrs.	\$270.00		2012
	99383	Preventive/New Pt 5-11 yrs.	\$275.00		2012
	99384	Preventive/New Pt 12-17 yrs.	\$235.00		2012
	99385	Preventive/New Pt 18-39 yrs.	\$235.00		2012
	99386	Preventive/New Pt 40-64 yrs.	\$267.00		2009
	99387	Preventive/New Pt 65+ yrs.	\$242.00		2008
	99391	Preventive/Estab Pt < 1 yr.	\$225.00		2012

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	99392 Preventive/Estab Pt 1-4 yrs.	\$225.00		2012
	99393 Preventive/Estab Pt 5-11 yrs.	\$200.00		2012
	99394 Preventive/Estab Pt 12-17 yrs.	\$205.00		2012
	99395 Preventive/Estab Pt 18-39 yrs.	\$225.00		2012
	99396 Preventive/Estab Pt 40-64 yrs.	\$220.00		2012
	99397 Preventive/Estab Pt 65+ yrs.	\$212.00		2004
	99406/G0436 Tobacco Use Cessation Counseling - (3-10 min)	\$13.00		2015
	99407/G0437 Tobacco Use Cessation Counseling - (10+ min)	\$32.00		2015
	99408/G0396 ETOH & Substance Abuse Screening (15-30 min)	\$35.00		2018
	99409/G0397 ETOH & Substance Abuse Screening (30+ min)	\$67.00		2018
	99499 DOT Physical	\$100.00		2019
	99501 Home Visit Postpartum	\$200.00		2015
	99502 Home Visit Newborn	\$200.00		2015
	D0145 Oral Evaluation <3 yrs with counseling	\$55.00		2012
	D1206 Topical Fluoride Appl	\$47.00		2012
	G0008 Admin. Influenza Vaccine - Medicare	\$18.00		2009
	G0009 Admin. Pneumococcal Vaccine - Medicare	\$18.00		2009
	G0010 Hep B. - Admin. - Medicare	\$18.00		2015

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Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	2015 DSME Minimum Fee	\$20.00		2015
	G0108 DSME/DSMT Individual Assessment - Medicare	\$52.00		2015
	G0109 DSME/DSMT Group Class - Medicare	\$17.00		2015
	G0270 Additional MD requested MNT indiv - Medicare	\$25.00		2010
	G0271 Additional MD requested MNT group - Medicare	\$13.00		2010
	H0001 Alcohol and/or drug assessment	\$20.00		2015
	H0031 Mental health assessment, by non-physician	\$22.00		2015
	J0696 Ceftriaxone Sodium/Rocephin per 250mg	\$22.00		2008
	<b>J1050 Medroxyprogesterone acetate, 1 mg (150 units)</b>	<b>\$0.17</b>	<b>\$0.23</b>	<b>2019</b>
<b>Medicaid only</b>	<b>J1050ud Medroxyprogesterone acetate, 1 mg (150 units)</b>	<b>\$0.17</b>	<b>\$0.23</b>	<b>2019</b>
	J1200 Diphenhydramine HCL/Benadryl up to 50mg	\$6.00		2009
	J1725 Injection hydroxyprogesterone caproate, 1 mg (250 u	\$3.00		2015
	J2550 Promethazine _ mg	\$8.00		2009
	J2790 Rhogam Injection	\$88.00		2012
	J3420 B-12 Injection	\$6.00		2009
	<b>J7300 Paragard IUD</b>	<b>\$237.54</b>	<b>\$251.56</b>	<b>2019</b>
<b>Medicaid only</b>	<b>J7300ud Paragard IUD</b>	<b>\$237.54</b>	<b>\$251.56</b>	<b>2019</b>
	<b>J7301 Skyla IUD</b>	<b>\$249.00</b>		<b>2019</b>
<b>Medicaid only</b>	<b>J7301ud Skyla IUD</b>	<b>\$249.00</b>		<b>2019</b>
	<b>J7297 Liletta IUD</b>	<b>\$50.00</b>	<b>\$66.67</b>	<b>2019</b>
<b>Medicaid only</b>	<b>J7297ud Liletta IUD</b>	<b>\$50.00</b>	<b>\$66.67</b>	<b>2019</b>
	<b>J7298 Mirena IUD</b>	<b>\$249.00</b>		<b>2019</b>
<b>Medicaid only</b>	<b>J7298ud Mirena IUD</b>	<b>\$249.00</b>		<b>2019</b>
	<b>J7303 Nuvaring (3 pack)</b>	<b>\$27.92</b>	<b>\$10.45</b>	<b>2017</b>
	<b>J7303ud Nuvaring (3 pack)</b>	<b>\$27.92</b>	<b>\$10.45</b>	<b>New</b>
	J7307 Nexplanon	\$399.00		2019
<b>Medicaid only</b>	J7307ud Nexplanon	\$399.00		2019
	Q2037 Fluvirin Vacc, 3 yrs & >, IM	\$31.00		2015
	Q2038 Fluzone Vacc, 3 yrs & >, IM	\$40.00		2015
<b>Medicaid only</b>	S0280 PMH Risk Screening	\$50.00		2015
<b>Medicaid only</b>	S0281 Postpartum Risk Screening	\$150.00		2015
<b>Self-Pay only</b>	S4993 Oral Contraceptive Pills	\$5.00		2012
	S5000 Prescription Drug Dispensing	\$3.00		2012
	S9465 Diabetic management program, dietitian visit	\$35.00		2011
	S9470 Nutritional counseling, dietitian visit	\$35.00		2011
	T1002 RN Services up to 15 min.	\$21.00		2005

\* Any fee changes will be included in this column;  
a blank beside each fee means there is no fee change in FY 2020-21

Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	S9442 Birthing classes	8.69/ 1 hr block		2013
	<b>S5001 Plan B/Ella Emergency Contraception</b>	<b>\$11.32</b>	<b>\$3.68</b>	<b>2019</b>
	<b>** UNC and State Lab Fees are established by reference lab and not by OCHD</b>			
<i>Miscellaneous</i>				
	<i>Regulatory Business License</i>			
	Practitioner License	\$0.00		2016
	Business/Owner License	\$75.00		1996
<i>Social Services</i>				
	Adoption Intermediary Fee	\$300.00		2008

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
<i>Solid Waste - Enterprise Fund</i>				
	Solid Waste Programs Fee	\$142.00		2019
<i>Recycling</i>				
	Mulch Delivery - 20 yards	\$225.00		2017
	Mulch Delivery - 30 yards	\$300.00		2017
	Mulch Delivery - 40 yards	\$375.00		2017
	Bag of Premium Compost - 1 cubic foot	\$5.50		2017
<i>Sanitation</i>				
	6 Yard - Scheduled	\$31.00		2019
	6 Yard - Unscheduled	\$40.00		2019
	8 Yard - Scheduled	\$33.00		2019
	8 Yard - Unscheduled	\$40.00		2019
	30 Yard Week Rental and 1 pickup*	\$245.00		2019
	30 Yard Additional Pickup*	\$175.00		2019
	40 Yard Week Rental and 1 pickup*	\$295.00		2019
	40 Yard Additional Pickup*	\$220.00		2019
	* = plus double tip fee for containmenated loads (not following OC RRMO)			2019
				2013

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
<i>Landfill</i>	<b>Construction &amp; Demo</b>	<b>\$40.00/ton</b>	<b>\$42.00/ton</b>	2012
	Clean Wood/Vegetative Waste	\$20.00/ton		2016
	Conventional Yard Waste Mulch	\$25.00/3cubic yard scoop		2012
	Decorative Red Mulch & Compost	\$30.00/one cubic yard scoop		2016
	<b>Stumps &amp; Land Clearing Waste</b>	<b>\$40.00/ton</b>	<b>\$42.00/ton</b>	2012
	Disposal of Mobile Homes	\$200.00/unit		2010
	Tires (stockpiles tires/no state certification)	\$100.00/ton		1997
	Mulch Delivery Fee >10 Miles From Landfill	NEW	<b>\$50.00</b>	2020
	Mulch Delivery Fee >20 Miles From Landfill	NEW	<b>\$75.00</b>	2020
<i>Environmental Support</i>	Appliances (White Goods)	No charge		
	Scrap Metal	No charge		
	Cardboard	No charge		
	Regulated Recyclable Materials Facility	\$250.00/application		2002
	License of Haulers	\$25 per vehicle		2018
	Compost Bin (Yard)	\$50.00		2018
	Counter Top Compost Bin	\$5.00		2018
	Cart (Additional)	\$60.00		2018
	Regulated Recyclable Materials Permit-Carrboro	10% of assessed building permit fee		2002
	Regulated Material Permit-Town of Chapel Hill	8% of Applicable Building Permit Fees		2008
	Regulated Material Permit-Orange County	5% of Applicable Building Permit Fees		2008
<i>Community Relations/Visitors Bureau</i>				
	Occupancy Tax Rate	3% of gross receipts derived from rental of accommodations in the County		2008

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program		Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
Sportsplex		<b>Fitness Memberships</b>			
		Individual	\$48.95/mo		2018
		Parent & Dependent	\$59.95/mo		2018
		Couple	\$74.95/mo		2018
		Family	\$84.95/mo		2018
		Student	\$32.95/mo		2018
		Platinum Individual	\$69.95/mo		2018
		Platinum Parent & Dependent	\$79.95/mo		2018
		Platinum Couple	\$89.95/mo		2018
		Platinum Family	\$99.95/mo		2018
		Senior Individual Resident (semi-platinum, incl. Pickleball/Basketball)	\$26/mo		2018
		Senior Individual Non Resident	\$39.95/mo		2018
		Senior Couple (semi-platinum, incl. Pickleball/Basketball)	\$36/mo		2018
		Senior Couple Non Resident	\$54.95/mo		2018
		Nursery Fee	\$5/mo		2018
		Fitness Walk-in	\$10.00		2018
		County Employee	\$12.25/mo		2018
		County Empl: Parent +Child	\$15.00/mo		2018
		County Empl:Couple/Parent +2 children	\$18.75/mo		2018
		County Empl:Family	\$21.25/mo		2018
		County Employee Platinum	\$17.50/mo		2018
		County Empl: Parent +Child Platinum	\$19.95/mo		2018
		County Empl:Couple/Parent +2 children Platinum	\$22.50/mo		2018
		County Empl:Family Platinum	\$24.95/mo		2018
		Note: Membership Discounts (Seniors:50%; OC Employees:75%; Hills/Chapel Hill empl: 30%; OC/Ch- Hill/Carb. School empl. 40%; NC Govt. empl/Military/Veterans/Clergy: 30%)			

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	<b>Kidsplex</b>			
	Preschool			
	2/3 Year Old/ 2 days	Member 1,392/annual;155/mo		2018
		Non-Member \$1,638/annual\$182/mo		2018
	2/3 Year Old/ 3 days	Member \$2,079/annual;231/mo		2018
		Non-Member \$2,439/annual;\$271/mo		2018
	2/3 Year Old/5days	Member \$3,582/annual;398/mo		2018
		Non-Member \$4,212annual;\$468/mo		2018
	4/5 Year Old/2days	Member \$2,079annual;\$231/mo		2018
		Non-Member \$2,439annual/\$271/mo		2018
	4/5 Year Old/3days	Member \$2,871annual/\$319/mo		2018
		Non-Member \$3,376annual		2018
	4/5 Year Old/5 days	Member \$4,545annual/\$505/mo		2018
		Non-Member \$5,346annual		2018
	After School			2018
	3 Days	Member \$1,620/annual;\$192/mo		2018
		Non-Member \$2,025/annual;\$240/mo		2018
	4 Days	Member \$2,165/annual;\$250/mo		2018
		Non-Member \$2,710/annual;\$312/mo		2018
	5 Days	Member \$2,710/annual;\$310/mo		2018
		Non-Member \$3,390/annual;\$390/mo		2018
	Daily Flat Rate	\$25Member/\$30 Non-Member		2018
	Summer Camp	\$225/week		2016

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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	<b>Pool</b>			
	Public Swimming	Adult \$6/Child \$5/Senior \$4		2018
	Group Swim Admission	\$4.00/swimmer		2018
	Group Swim Lessons	Members:\$119/8class session		2018
		Non-Members:\$140/8class session		2018
	Swim Team	Members:\$100/mo-\$165/mo based on age		2018
		Non-Members:\$110/mo-\$180/mo based on age		2018
	Lane Rental	\$18.00/lane/hr		2018
	Swim Meet Facility Charge	\$1,250 half day/\$2,350 full day		2018
	Timing System	\$100/half day/\$200 full day		2018
	Baby Pool Drain and Seating	\$400/meet		2018
	Hospitality Room	\$200/meet		2018
	<b>Ice Rink</b>			
	Public Skating	Adult \$8.50/Child \$7.50/Skate Rental \$4.50		2018
	Group Ice Skate 20 (or more)	\$6.50/skater incl ice skate rental		2018
	Group Ice Skate 75 (or more)	\$5.50/skater incl ice skate rental		2018
	Ice Rental	\$350/hr. Prime times; \$325/hr Non-prime		2018
	Adult Hockey Leagues	\$352/per 16 game season		2018
	Learn to Skate School	\$168/ 8 class beginner;\$216/ 8 class advanced		2018
	Learn to Play Hockey	\$133.00/ 7 class session		2018
	Hockey Tots	\$66.50/ 7 class session		2018

\* Any fee changes will be included in this column;  
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Commissioner Approved Fee Schedule - FY 2020-21

Department/Program	Description	Current Fee	Commissioner Approved Fee Change for FY 2020-21*	Last Revision
	<b>Field House</b>			
	Member Soccer/Flag Football/Lacrosse	\$650 per team/per season		2018
	Non-Member Soccer/Flag Football/Lacrosse	\$800 per team/per season		2018
	Member Basketball/Volleyball	\$650 per team/per season		2018
	Non-Member Basketball/Volleyball	\$800 per team/per season		2018
	Senior Pickleball	Weekday daytime: Free for Members/Passmore		2018
	Open Pickleball Leagues ( prime time)	\$3.00 per game/league fee tbd		2018
	Court Rental	\$70/hr for Residents/\$90/hr for Non Residents		2018
	Field Rental	\$80/hr for Residents/\$100/hr for Non Residents		2018

\* Any fee changes will be included in this column;  
a blank beside each fee means there is no fee change in FY 2020-21

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Approval of the Orange County Capital Investment Plan Projects of \$35,003,347 for FY2020-21

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**DEPARTMENT:** County Manager and Finance  
and Administrative Services

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**ATTACHMENTS:**

1. FY2020-21 (Year 1) Orange County Approved Capital Investment Plan Projects

**INFORMATION CONTACT:**

Bonnie Hammersley, (919) 245-2300  
Travis Myren, (919) 245-2308  
Gary Donaldson, (919) 245-2453  
Paul Laughton, (919) 245-2152

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**PURPOSE:** To approve the Orange County Capital Investment Plan Projects of \$35,003,347 for FY2020-21.

**BACKGROUND:** For over 20 years, the County has produced a Capital Investment Plan (CIP) that establishes a budget planning guide related to capital needs for the County as well as Schools. The current CIP consists of a 5-year plan that 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 FY2020-21 (Year 1) 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.

At the June 9, 2020 Budget Work Session, the Board of County Commissioners approved the Intent to Adopt the FY 2020-21 (Year 1) funding of the Capital Investment Plan. Final decisions on a Five-Year CIP will be considered by the Board in September 2020.

**FINANCIAL IMPACT:** As noted in the attachment of the abstract.

**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 funding and adopt the Orange County Capital Investment Plan projects for FY2020-21 (Year 1), as stated in Attachment 1.

**Orange County CIP - Year 1 (FY 2020-21) APPROVED Projects**  
**Fiscal Year 2020-21**

Appropriations	Fiscal Year 2020-21
<b>County Capital Projects</b>	
Climate Change Mitigation Project	478,657
Communication System Improvements	150,000
Conservation Easements	1,000,000
Emergency Services Substations	2,825,000
Facility Accessibility, Safety and Security Improvements	164,100
Facility Master Plan - Hillsborough	300,000
Fairview Park Improvements	500,000
Generator Projects	450,000
Hollow Rock Nature Park (New Hope Preserve)	110,000
HVAC Projects	416,000
Information Technologies Infrastructure	340,000
Lake Orange - Dam Rehabilitation	150,000
Major Plumbing Repairs	45,000
Millhouse Road Park	300,000
Old Courthouse Square - Building and Grounds Improvements	20,000
Orange County Southern Branch Library	400,000
Parking Lot Improvements	215,000
Parks and Recreation Facility Renovations, Repairs, and Safety Improvements	180,000
Piedmont Food & Agriculture Processing Building Improvements	115,000
Register of Deeds Automation	80,000
Roofing and Building Façade Projects	765,000
Vehicle Replacements	2,184,325
<b>County Capital Projects Total</b>	<b>11,188,082</b>
<b>Proprietary Capital Projects</b>	
<b>Solid Waste</b>	
C&D Landfill & Ordinance Area – Vehicle and Equipment Replacement	100,000
Comprehensive Solid Waste Management Plan	125,000
Construction & Demolition Landfill Expansion - Phase 2	125,000
High Rock Road Waste & Recycling Center	765,000
Sanitation – Vehicle and Equipment Replacement	260,952
<b>Solid Waste Total</b>	<b>1,375,952</b>
<b>Sportsplex</b>	
Sportsplex - Facilities Maintenance/Replacement	560,000
Sportsplex - Fitness	100,000
Sportsplex - Ice Rink	160,000
Sportsplex - New Facilities	75,000
Sportsplex - Pool	27,000
<b>Sportsplex Total</b>	<b>922,000</b>
<b>Water &amp; Sewer Utilities</b>	
Buckhorn-Mebane EDD Phase 3 Sewer	130,000
<b>Water &amp; Sewer Utilities Total</b>	<b>130,000</b>
<b>Proprietary Capital Projects Total</b>	<b>2,427,952</b>

<b>School Capital Projects</b>	
<b>Chapel Hill-Carrboro City Schools</b>	
Abatement Projects	225,000
ADA Requirements	50,000
Athletic Facilities	300,065
Classroom & Building Improvements	255,000
Deferred Maintenance Projects	3,599,700
Doors/Hardware/Canopies	100,000
Electrical Systems	120,000
Fire/Safety/Security Systems	185,000
Indoor Air Quality Improvements	80,000
Mechanical Systems	550,000
Paving/Parking Lots/Driveways/Walkways	200,000
Recurring Capital Projects	1,799,700
Rental Space	143,000
Roofing and Building Waterproofing	75,000
Stormwater Management	50,000
Sustainability Investment Projects	50,000
Technology Plan	2,678,479
<b>Chapel Hill-Carrboro City Schools Total</b>	<b>10,460,944</b>
<b>Orange County Schools</b>	
Classroom & Building Improvements	242,790
Deferred Maintenance Projects	5,350,300
Doors/Hardware/Canopies	50,000
Electrical Systems	50,000
Food Services	35,000
Mechanical Systems	400,100
Paving/Parking Lots/Driveways/Walkways	165,000
Recurring Capital Projects	1,200,300
Roofing Projects	1,215,383
School Safety/Security	276,976
Technology Plan	940,520
<b>Orange County Schools Total</b>	<b>9,926,369</b>
<b>Durham Tech Community College</b>	
Durham Technical Community College - Orange County Campus New Facilities	1,000,000
<b>Durham Tech Community College Total</b>	<b>1,000,000</b>
<b>School Capital Projects Total</b>	<b>21,387,313</b>
<b>Total Appropriations</b>	<b>35,003,347</b>

**Revenues/Funding Sources**

Transfer from General Fund	908,657
Article 46 Sales Tax Proceeds	2,057,584
Contributions from Other Infrastructure Partners	55,000
From Capital Reserve Funds	3,000,000
Grant Funding	1,422,691
Lottery Proceeds	1,402,354
NCDEQ Reimbursement Fund	500,000
Register of Deeds Fees	80,000
Solid Waste Funds	350,000
Sportsplex Funds	27,000
Debt Financing - County Capital	8,106,734
Debt Financing - Article 46 Sales Tax	130,000
Debt Financing - Durham Tech	1,000,000
Debt Financing - Older Facilities	1,000,000
Debt Financing - School Improvements	13,042,375
Debt Financing - Solid Waste	1,025,952
Debt Financing - Sportsplex	895,000
<b>Total Revenues</b>	<b>35,003,347</b>

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Approval of Small Business Program Modifications

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**DEPARTMENT(S):** Finance and Administrative  
Services and Economic  
Development

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**ATTACHMENT(S):**

1. PowerPoint Presentation

**INFORMATION CONTACT:**

Gary Donaldson, (919) 245-2453  
Steve Brantley, (919) 245-2326  
Paul Laughton, (919) 245-2152  
Amanda Garner (919) 245-2330

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**PURPOSE:** To:

- 1) Establish the Small Business Fund on the County's Books and Chart of Accounts;
- 2) Approve the transfer of the remaining balance of \$510,000 from the Small Business bank account to the County's bank account, of which \$410,000 is to be used for Emergency grants to small businesses and the remaining \$100,000 and any residual balances to be deposited in the County's bank account;
- 3) Approve the Staff and Small Business Loan Board recommendation for the eventual dissolution of the nonprofit entity named the Orange County Small Business Loan Company Program; and
- 4) Approve the Staff and Small Business Loan Board recommendation to make all 11 existing loans with an outstanding balance of \$286,508.17 as zero interest and subsequent Small Business Loans as zero interest.

**BACKGROUND:** In December 1997, the BOCC approved Articles of Incorporation and Bylaws establishing the nonprofit Orange County Small Business Loan (SBL) Company. Staff and the Small Business Loan Board are recommending the eventual dissolution of the nonprofit SBL and transferring all funds and the financial administration of the program to County's books and existing policies and procedures. The rationale is that the County's financial administration will provide enhanced system controls through a better financial ledger and software infrastructure, redundancy and systems support than the current SBL financial subsidiary ledger.

Key historical milestones for the SBL Program nonprofit are as follows:

**October 6, 1998 BOCC Meeting**

Operating Policies and Procedures document was approved by BOCC.

**September 1999** - Articles of Incorporation for the Orange County Small Business Loan Program Company were issued by the N.C. Secretary of State.

### **March 21, 2000 BOCC Meeting**

The BOCC approved a Loan Program resolution which included a nine-member Board of Directors comprised of three county officials (County Finance Director, County Manager, and Economic Development Director) and six bank representatives.

### **March 13, 2007 BOCC Meeting**

Economic Development staff presented recommendations to reorganize and provide capital to the Loan Program. The Economic Development Commission Advisory Board and SBL Board endorsed the recommended changes including \$150,000 to the SBL to establish a revolving loan fund which was approved the BOCC.

### **November 5, 2007 BOCC Meeting**

Economic Development staff presented revised Bylaws and requested a Resolution which was approved by the BOCC.

### **January 15, 2008 BOCC Meeting**

The Board approved changes to the SBL Bylaws to modify the Board of Directors to the current composition:

- 1 BOCC Member
- 2 Small Business Owners
- 2 Local Commercial Bankers
- 1 Economic Development Commission
- Orange County Economic Development Director
- Orange County Finance Director

**2010** – Former County Manager Frank Clifton directed \$200,000 from the Orange County/Chapel Hill Visitors Bureau's Fund Balance to the SBL program.

**November 2011** – The one quarter cent sales tax referendum (Article 46) was approved by Orange County voters in November 2011, providing the SBL Loan program \$200,000 annually in additional lending capital.

**January 2016** – The Department of Economic Development's active marketing of the SBL program resulted in the use of assigned Article 46 fund balance to supplement the original seeded funds to issue Small Business loans.

### **February 7, 2020**

The SBL Board of Directors endorsed recommended changes by the departments of Finance and Economic Development including:

- 1) Making all Small Business Loans zero interest
- 2) Enhancing Collections mechanisms to include electronic funds transfer and use of Collection Agencies
- 3) Revised Small Business practices to conform with the Department of Finance Policies and Procedures Manual

**FINANCIAL IMPACT:** This item proposes to establish the Small Business Loan Fund on the County's Books and Chart of Accounts, and transfer \$510,000 from the SBL bank account, of which \$410,000 will be used to provide Emergency Small Business grants to businesses impacted by the pandemic. Budget amendments are forthcoming to effectuate these actions.

**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 that the Board:

- 1) Establish the Small Business Fund on the County's Books and Chart of Accounts;
- 2) Approve the transfer of the remaining balance of \$510,000 from the Small Business bank account to the County's bank account, of which \$410,000 is to be used for Emergency grants to small businesses and the remaining \$100,000 and any residual balances to be deposited in the County's bank account;
- 3) Approve the Staff and Small Business Loan Board recommendation for the eventual dissolution of the nonprofit entity named the Orange County Small Business Loan Company Program; and
- 4) Approve the Staff and Small Business Loan Board recommendation to make all 11 existing loans with an outstanding balance of \$286,508.17 as zero interest and subsequent Small Business Loans as zero interest.



## Small Business Program Modifications

June 16, 2020 Business Meeting

# Background

1997- Board of County Commissioners (BOCC) approved Bylaws and Articles of Incorporation establishing the nonprofit Orange County Small Business Loan (SBL) December 1997

2008- BOCC Approved the current Small Business Loan Board Composition-

- 1 BOCC Member
- 2 Small Business Owners
- 2 Local Commercial Bankers
- 1 Economic Development Commission
- Orange County Economic Development Director
- Orange County Finance Director

❖ Source of funding is Article 46 Sales Tax revenue

❖ SBL program is managed by the Economic Development Department

# Abstract Purpose

- ❖ Establish the Small Business Fund on the County's Financial System
- ❖ Enhanced Policies and Procedures and Controls
- ❖ Transfer of all remaining balance of \$510,000 and accrued balances from the SBL bank account to the County's bank account
- ❖ Make all outstanding 11 loans (current balance \$286,508.17) zero interest and all new loans zero interest
- ❖ Eventual dissolution of the SBL nonprofit as unanimously voted by the SBL Board

- ❖ Transfer funds from Small Business Loan Company to County General Account
- ❖ Establish County General Ledger Accounts for Income Statement and Balance Sheet reporting
- ❖ Loan Board Chair submits letter to County Manager ( date to be determined)
- ❖ Complete requisite dissolution forms to NC Secretary of State and Internal Revenue Service

# Policies and Procedures Enhancements

- ❖ All Financial Transactions to mimic County Financial Policies
- ❖ Authorized Bank Signatures Defaults to County Manager and Finance Director
- ❖ Create Small Business Fund in Tyler MUNIS Financial System to record all financial transactions including tracking Accounts Receivables (A/R)
- ❖ Escalate all outstanding AR balances and take appropriate collection actions

# Board Action Steps

- ❖ Approve Staff recommendations
  - Dissolution of SBL nonprofit
  - Conformance to County Policies and Procedures

# Questions/Comments

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Amendments to the Orange County Solid Waste Ordinance Regarding Disposal of Construction and Demolition Waste at Waste and Recycling Centers

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**DEPARTMENT:** Solid Waste

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**ATTACHMENT(S):**

Resolution  
Revised Solid Waste Ordinance  
Section 34-40  
Photos

**INFORMATION CONTACT:**

Robert Williams, 919-918-4904

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**PURPOSE:** To consider the attached resolution amending the Solid Waste Ordinance provisions to allow a limited amount of Construction and Demolition Waste at the Waste and Recycling Centers.

**BACKGROUND:** The Orange County Waste and Recycling Centers (Centers) were established for the disposal of household municipal solid waste and recycling. Specifically, the Orange County Solid Waste Ordinance provides in Section 34-40 that Centers are maintained at selected locations throughout the County for the convenience of County residents. The Section provides a list of wastes that may not be accepted at convenience centers, including commercial waste, institutional waste, industrial waste, land clearing waste, and construction waste and demolition waste. In contrast, the Ordinance specifically provides a list of materials that, if there is a specifically designated area for collection, may be deposited at the Centers, including white goods, furniture, yard waste and tires. These Ordinance provisions have been in effect since May of 1993.

A recent audit of the Centers highlighted that the Ordinance was not being consistently administered by some of the Solid Waste staff. The Centers have traditionally allowed a "wheelbarrows" worth of construction and demolition waste to be deposited in the bulky waste area as an accommodation to residential users of the sites. This amount was being inconsistently applied by staff. In addition, it became apparent that construction and demolition waste of a commercial nature was also being brought to the sites. Individuals that were renovating homes for commercial purposes were bringing or causing large quantities of material to be brought to the sites.

Staff's recommendation proposes amending the Ordinance to allow for up to 36 cubic feet of residential construction and demolition waste per household per day or weekend period from the users' primary residence. The goal is to support Orange County residential customers disposing

of material from a “Do It Yourself” project. The proposed 36 cubic feet quantity was determined using a pickup truck with a 6 foot bed, which is equal to 90 cubic feet of space. Because of limited space and to discourage business usage, 36 cubic feet of material is proposed to be the maximum amount of construction and demolition debris that can be accepted.

To further support those goals, the proposed revision to the Ordinance would require that proof of residency be provided prior to unloading of material, hired contractors could not use the Center, and loads exceeding the designated limits will not be accepted. In addition, customers attempting to enter a Center with loads exceeding 36 cubic feet of construction and demolition waste would be declined and not permitted to dispose of any material.

The amendments as proposed also specify the types of waste deemed construction and demolition wastes for this purpose. The materials are those items that are allowed at the Orange County Construction and Demolition Landfill. Containers for the allowable construction and demolition waste would be available at the Eubanks, Walnut Grove, High Rock and Ferguson Centers. Materials delivered to the C&D containers would then be delivered to the Orange County Construction and Demolition Landfill. (It should be noted that there is not sufficient space to collect material at the Bradshaw Quarry Center, and individuals bringing allowable C&D material to that location will be directed to another Center.)

**FINANCIAL IMPACT:** Current conservative estimates are that 20-25% of bulky wastes delivered to the Waste and Recycling Centers are construction and demolition wastes. Tipping fees for those materials are estimated to be \$75,000-\$88,000 per year. Increasing the amount of allowable construction and demolition wastes may result in the tipping fees paid to outside vendors to go down \$75,000-\$88,000 per year resulting in a net decrease in anticipated costs of approximately \$10,000.

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

**ENVIRONMENTAL IMPACT:** The following Orange County Environmental Responsibility Goal impact is applicable to this item:

- **ENERGY EFFICIENCY AND WASTE REDUCTION**

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

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

- 1) approve the attached proposed resolution amending the Solid Waste Ordinance with the amendments becoming effective August 3, 2020;
- 2) direct solid waste staff to consistently enforce Section 34-40 of the Solid Waste Ordinance related to construction and demolition waste as set forth in the amended Ordinance beginning August 3, 2020; and
- 3) in the interim, pursue a public education effort to inform the public and also make signage improvements at the various Centers to educate the public and enhance administration of the Ordinance provisions.

RES-2020-037

Resolution of Amendment

A Resolution Amending Chapter 34 of the Orange County Code of Ordinances

Be it Resolved and Ordained by the Board of Commissioners of Orange County, North Carolina:

Whereas, the Solid Waste Ordinance (the "Ordinance") was enacted by the Orange County Board of Commissioners in May, 1993, and

Whereas, the Ordinance establishes convenience centers for the disposal of residential household waste by Orange County residents, and

Whereas, the Ordinance specifically sets forth materials that are not to be brought to the Orange County convenience centers, now referred to as the Waste and Recycling Centers (the Centers), and

Whereas, the Ordinance specifically provides that Construction and Demolition Waste is not allowed at the Centers, and

Whereas, the Board has determined that it is in the interests of the County to allow limited amounts of residential Construction and Demolition Waste to be deposited at the Centers by Orange County residential users; and

Whereas, there is also one provision in the Ordinance that related to the MSW landfill that was closed in 2013 and is no longer relevant.

NOW, therefore be it ordained that the Code of Ordinances, Orange County, North Carolina, Chapter 34, is hereby amended in section 34-40 thereof to read as set forth on the attachment hereto.

This Amendment shall become effective on August 3, 2020.

Adopted by the Orange County Board of Commissioners this \_\_\_\_ day of June, 2020.

By:

Attested:

\_\_\_\_\_  
Penny Rich, Chair  
Orange County Board of Commissioners

\_\_\_\_\_  
Donna Baker, Clerk to the Board

ORD-2020-014

Sec. 34-40. - Solid waste convenience center.

(a) Solid waste receptacles are maintained at selected centers throughout the county for the convenience of county residents. Use by out-of-county residents is prohibited. Solid waste may be deposited in the solid waste receptacles only in accordance with the provisions of this article.

(b) The following wastes may not be deposited in solid waste receptacles or at solid waste convenience centers:

(1) Asbestos.

(2) Burning or smoldering materials, or any other materials that would create a fire hazard.

(3) Commercial waste.

(4) Construction waste and demolition waste except as set forth in (c) 7 below.

(5) Hazardous waste.

(6) Industrial waste.

(7) Institutional waste.

(8) Liquid waste.

(9) Radioactive waste.

(10) Regulated medical waste.

(11) Sludges.

(12) Barrels without both ends cut out.

(13) Sharps not properly contained.

(14) Animal parts or carcasses.

(15) Land clearing debris.

(c) The following wastes may be accepted at solid waste convenience centers when there is a specific area designated for the collection of such items:

(1) Lead-acid batteries.

(2) Used oil with no other substances mixed in.

(3) White goods.

(4) Yard waste.

(5)Furniture.

(6)Tires.

(7) Up to 36 cubic feet of residential construction and demolition waste per household per day or weekend period from the users' primary residence. Proof of residency is required prior to unloading of material. Hired contractors may not use the Center. Loads exceeding the designated limits will not be accepted. Unloading half loads will not be permitted Allowable construction and demolition waste for this purpose is limited to:

Kitchen cabinets

Insulation

Carpet/ flooring

Wood, 2X4 or plywood/pressed/painted/pressure treated

Doors, windows, siding

Deconstructed Playground set made of lumber

Decks, stairs

Bathrooms toilets, sinks

Concrete

Bricks

Cinder Blocks

Sheetrock

Tile

Shingles

(d) All solid waste intended for disposal in a solid waste receptacle shall be deposited inside the receptacle. No solid waste may be left at the solid waste convenience center outside the receptacle unless the site is staffed and the solid waste is considered by the attendant to be salvageable. It then may be placed in the area designated for salvageable materials.

(e) [provision deleted by Board action June 16, 2020]

(f) Trailer park and apartment complexes with more than six occupied units must make arrangements with a private hauler for uniform garbage collection for those units.

(g) No person may remove any item from a solid waste container, climb on or into a container, or damage any container.

(h) No person shall vandalize any property associated with solid waste convenience centers.

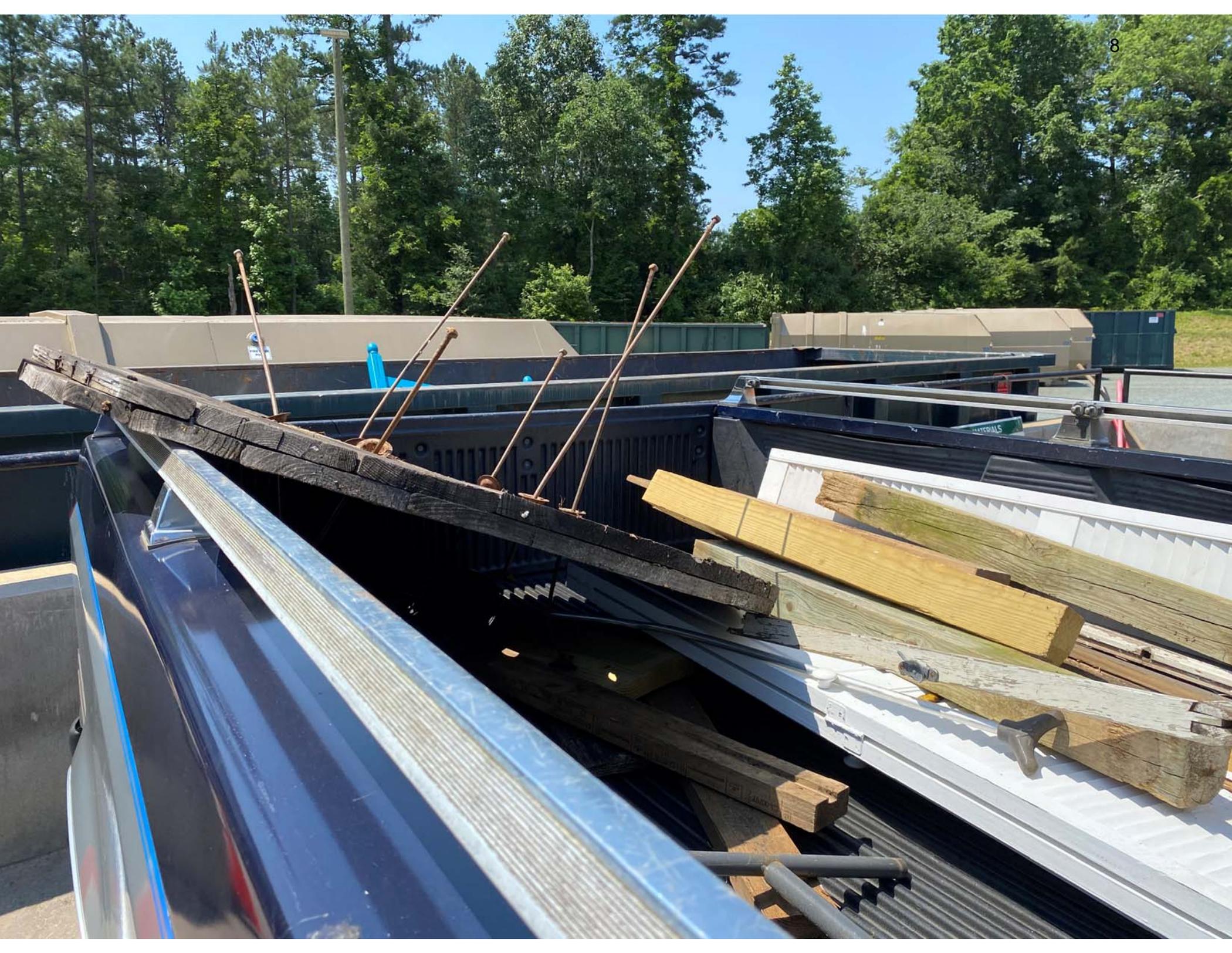
(i) Solid waste collectors shall not use solid waste receptacles at county solid waste convenience centers.

(j) No person may trespass on property used for consolidated solid waste convenience centers during nonoperational hours.

(k) No person shall loiter in or around convenience centers during operational hours.

(Ord. of 5-18-1993, § V, eff. 5-18-1993)





**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Report from Sheriff Charles Blackwood on Policing, Racial Justice, and Equity in Orange County

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**DEPARTMENT:** Sheriff's Office

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**ATTACHMENT(S):**

**INFORMATION CONTACT:**

Sheriff Charles S. Blackwood,  
919.245.2900

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**PURPOSE:** To receive a report on the Sheriff's efforts to achieve more equitable policing.

**BACKGROUND:** Against the backdrop of the devastating deaths of George Floyd, Breonna Taylor, and David McAtee, the topic of equity and racial justice in policing has come in to sharp focus on both the national and local stages. Sheriff Blackwood will address the Commissioners about the efforts of the Sheriff's Office to build community trust, address implicit bias, and identify and implement best practices to address racial disparities in policing.

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

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

- **GOAL: CREATE A SAFE COMMUNITY**

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

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

**RECOMMENDATION(S):** The Manager recommends that the Board receive the report from Sheriff Blackwood and be apprised of this information.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Discussion on a Potential Community Forum Regarding Policing and Racial Justice and Equity in Orange County

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**DEPARTMENT:** Board of Commissioners

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**ATTACHMENT(S):**  
Potential Resolution

**INFORMATION CONTACT:**  
Commissioner Mark Dorosin, (919) 245-2130  
Commissioner Mark Marcoplos, (919) 245-2130

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**PURPOSE:** To discuss a potential community forum regarding policing and racial justice and equity in Orange County and a resolution calling for such a forum.

**BACKGROUND:** Commissioners Mark Dorosin and Mark Marcoplos recently shared the attached resolution with other Board members and suggested the Board might want to discuss this topic and potential consideration of the attached resolution.

**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 discussing this item. The resolution addresses multiple Orange County Social Justice Goals, as would the potential community forum.

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

**RECOMMENDATION(S):** The Manager recommends that the Board discuss a potential community forum regarding policing and racial justice and equity in Orange County and the resolution calling for such a forum.

## ORANGE COUNTY BOARD OF COMMISSIONERS

A RESOLUTION CALLING FOR A COMMUNITY PUBLIC FORUM TO DISCUSS ISSUES OF POLICING AND RACIAL JUSTICE AND EQUITY IN ORANGE COUNTY.

WHEREAS, the residents of Orange County, North Carolina are committed to discussing and addressing issue of structural racism, inclusion, racial equity, and the continuing legacy of racial segregation and discrimination in this community; and

WHEREAS, on June 2, 2020, the Board of County Commissioners adopted “A Resolution denouncing the murder of George Floyd and addressing the health director’s declaration of structural racism as a “public health crisis” in Orange County” and committed to working to dismantling structural racism; and

WHEREAS across the nation local governments and the communities they represent are engaging in a wide-ranging review of police policies and practices in light of these tragic events, and

WHEREAS Orange County places a high priority on community engagement, participation, and transparency; and

WHEREAS unlike municipalities in our state, which directly control their police departments, the Sheriff is an independently elected official under the North Carolina Constitution and the Sheriff’s Office is an independent county agency, but by this resolution seeks it’s partnership in addressing these issues.

NOW THEREFORE, BE IT RESOLVED that the Orange County Board of Commissioners will conduct a community public forum to discuss issues of policing and racial justice and equity in Orange County, and

BE IT FURTHER RESOLVED that the Orange County Board of Commissioners will request that the Sheriff and the Sheriff’s Office be a full and equal partner with the BOCC in planning, organizing, and leading the forum.

This the 16<sup>th</sup> Day of June, 2020.

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Penny Rich, Chair  
Orange County Board of Commissioners

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**  
**Meeting Date: June 16, 2020**

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

**SUBJECT:** Minutes

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**DEPARTMENT:** Board of County  
Commissioners

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

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

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

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

May 19, 2020  
May 21, 2020

BOCC Virtual Business Meeting  
BOCC Budget Work Session

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

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

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

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

1  
2  
3 DRAFT

4 MINUTES  
5 ORANGE COUNTY  
6 BOARD OF COMMISSIONERS  
7 VIRTUAL BUSINESS MEETING  
8 MAY 19, 2020  
9 7:00 p.m.

10 The Orange County Board of Commissioners met for a Virtual Business Meeting on Tuesday,  
11 May 19, 2020 at 7:00 p.m.

12  
13 **COUNTY COMMISSIONERS PRESENT:** Chair Rich and Commissioners Jamezetta Bedford,  
14 Mark Dorosin, Sally Greene, Earl McKee, Mark Marcoplos, and Renee Price

15 **COUNTY COMMISSIONERS ABSENT:**

16 **COUNTY ATTORNEYS PRESENT:** John Roberts

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

20  
21 Chair Rich called the meeting to order at 7:00 p.m.

22  
23 Due to current public health concerns, the Board of Commissioners (BOCC) conducted a  
24 Virtual Business meeting on April 21, 2020. Members of the Board of Commissioners  
25 participated in the meeting remotely. As in prior meetings, members of the public were able to  
26 view and listen to the meeting via live streaming video at [orangecountync.gov/967/Meeting-](http://orangecountync.gov/967/Meeting-Videos)  
27 Videos and on Orange County Gov-TV on channels 1301 or 97.6 (Spectrum Cable).

28  
29 In this new virtual process, there are two methods for public comment.

- 30 • Written submittals by email
- 31 • Speaking during the virtual meeting

32  
33 **Detailed public comment instructions for each method are provided at the bottom of this**  
34 **agenda. (Pre-registration is required.)**

35  
36  
37 **1. Additions or Changes to the Agenda**

38  
39 Bonnie Hammersley said Item 6a – **Eviction Diversion Program and Approval of**  
40 **Budget Amendment #9-A** will be deferred until June 2<sup>nd</sup>, or earlier, as staff has found out  
41 about the Cares Acts Funds, and they anticipate they may be using these funds for  
42 departments.

43  
44 **Public Charge**

45 The Chair acknowledged the public charge.

46  
47 **Arts Moment**

48 No Arts Moment will be available for this meeting.

49  
50 **2. Public Comments**

1  
2 **a. Matters not on the Printed Agenda**  
3

4 Sally Merryman, Chapel Hill-Carrboro Association of Educators, reviewed the following  
5 comments:

6  
7 May 10, 2020

8  
9 Board of County Commissioners  
10 300 W. Tryon St.  
11 Whitted Bldg. Rm 220  
12 Hillsborough, NC 27278  
13

14 Dear Members of the Board of County Commissioners:

15  
16 As you noted many times throughout last week's presentations, the people feeding, counseling,  
17 and teaching this community in the midst of this crisis -- along with frontline and other equally  
18 essential workers -- are its educators.

19  
20 The budget the CHCCS Board of Education presented to you is our district's most pro-public  
21 education budget in at least a decade. It is one where resources are rightly focused on **all**  
22 **personnel** - classified and well as certified -- and doing right by them. It makes no mention  
23 of consultants or pilots promoted by anti-educator legislators.  
24

25 To be clear, we are supporting a budget that does what is morally right by providing living  
26 wages and hiring more educators and TAs to teach our children. It also provides resources to  
27 allow educators to remain safe in their homes and get paid when bad weather hits or school  
28 closings once again necessitate educators being teachers and parents at the same time.  
29 These past two months could not have happened without paid family leave.  
30

31 It was disappointing to hear you speak so eloquently about living wages in the abstract during  
32 Q&A and then tell our most vulnerable education professionals that the BOCC may not fund  
33 what it states its values are. Yes, revenues are uncertain, and resources are tighter than  
34 planned, yet what is really missing is courage.  
35

36 Last year, while you did increase school funding, the increase didn't even cover CHCCS's  
37 continuation budget ask. And what CHCCS asked for then -- educator benefits -- it continues to  
38 request now. Yet somehow you have already found funding to provide your own county  
39 employees some of these very same benefits. While we don't begrudge the county employees  
40 these benefits, the employees of the local schools also deserve them too.  
41

42 More disconcerting, though, is even after a local election where it was clear the electorate  
43 wants commissioners who they believe will fund our schools, some BOCC members appear  
44 unwilling to reconsider their own mindsets to find ways to increase that funding and trust that  
45 the public will thank and back you for those efforts. Clearly more conversation is needed, and  
46 we are looking forward to having it.  
47

48 In the coming days and weeks, we will introduce you to educators, parents, students -- many of  
49 whom are Orange County taxpayers and voters. They will make it perfectly clear: there is  
50 nothing inconsistent with saying we want our schools to be funded even if it means raising

1 taxes in difficult times and for those funds to be spent wisely and morally on the people who live  
2 and work in this county, this community.

3  
4 Our community wants to rally together. Public education is **\*the\*** issue to rally around. If we  
5 don't, we shouldn't be surprised **when** (not if) the tipping point Commissioner Dorosin alluded to  
6 occurs. Trust us, we've been watching how the dollars have been spent in Chapel Hill as close  
7 as, or even more closely, than you. We as an Association have been and continue to be  
8 outspoken regarding these expenditures. The Chapel Hill-Carrboro community has pulled  
9 together in recent months to hold our district leaders accountable for reckless spending and  
10 devastating cuts to program funding. But if you don't fund our schools because you're worried  
11 about how the funds have been (or might be) spent, you'll be compounding an already long  
12 existent problem. Do the right thing. Grant the funding for the benefits CHCCS wants to  
13 provide its educators and let the community hold them accountable for making sure it happens.

14  
15 We are eager to discuss this further with members of the Board of County Commissioners and  
16 will reach out in the coming days. Please feel free, however, to get in touch sooner if you feel  
17 moved to do so. We look forward to speaking with you soon.

18  
19 **b. Matters on the Printed Agenda**

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

22  
23 **3. Announcements, Petitions and Comments by Board Members**

24 Commissioner Bedford said she attended a Department of Social Services (DSS)  
25 meeting yesterday, and approximately 400,000 meal equivalents have been served since this  
26 pandemic started. She said DSS is working hard, and is on track. She said she attended a  
27 Burlington Graham Metropolitan Planning Organization (BGMPO) meeting, and she got a  
28 motion passed unanimously to get the staff and technical group to work together to bring back  
29 options for geographic equity moving forward.

30 Commissioner McKee said at the work session last week, he jokingly asked the Board  
31 about joining him at the Whitted building for in person meetings. He petitioned for the BOCC  
32 and the public to meet at Whitted for the June 2<sup>nd</sup> meeting. He said the Board could meet on  
33 the floor, in front of the dais, 6 feet apart, with room for staff and public in the surrounding  
34 space. He offered this petition as long as it does not conflict with any orders from the  
35 Governor, and feels it would be a good way to take a safe step towards normalcy.

36 Commissioner Greene said she sent an email to the Board about the opioid litigation  
37 group. She encouraged everyone to wear masks.

38 Commissioner Marcoplos said he sent an email to the Board about the organizations to  
39 which the BOCC belongs. He said the annual dues total about \$60,000 and he would like to  
40 discuss if this is a good use of funds. He said these organizations are: Triangle J, National  
41 Association of Counties (NACO), North Carolina Association of County Commissioner  
42 (NCACC), and the School of Government.

43 Commissioner Price said attended the Durham-Chapel Hill-Carrboro Metropolitan  
44 Planning Organization (DCHC- MPO) meeting, and there was a transit update. She said Travis  
45 Myren sent an email out last week about that, and the comment period ends on May 22<sup>nd</sup>.

46 Commissioner Price said the 55<sup>th</sup> anniversary of the Voting Act will occur on August 6,  
47 and she petitioned for a resolution to honor this anniversary be presented at the first BOCC  
48 meeting in September.

49 Commissioner Dorosin said he attended the ABC board virtual meeting, and alcohol  
50 sales are up 10% from last year, and Orange County is currently ranked 12<sup>th</sup> in the state in

1 revenues. He said ABC has spent \$40,000 in Covid-19 related expenses, including supplies  
 2 and a \$2/hour raise to all employees. He said the estimate for the ABC store repairs in  
 3 Hillsborough is \$100,000, but the driver's insurance company will pay this. He said the ABC's  
 4 recommended budget includes the adoption of a payroll structure that supports a living wage,  
 5 which is encouraging.

6 Commissioner Dorosin said his petition is about the role he plays on the ABC Board, as a  
 7 non-voting position. He said he would like to have a discussion whether the BOCC wants to  
 8 keep it this way, or if the BOCC would prefer to have a voting member of the board. He said  
 9 the BOCC talked with John Roberts about this, and the BOCC could have a voting seat. He  
 10 said is not sure if there are other boards like this. He said the Orange County Board of  
 11 Commissioners role is more of an advisory, and is not allowed to be a part of the ABC board's  
 12 closed sessions. He would like a review of any boards like that, and to have a discussion going  
 13 forward.

14 Commissioner Dorosin said he received a letter from one of the rural fire departments  
 15 about the Solid Waste Convenience Centers, but will bring it up later in the meeting.

16 Chair Rich said Orange County is conducting more Covid-19 testing, which increases  
 17 positive numbers. She said the numbers are a little higher than desired, and these numbers will  
 18 come to the BOCC tomorrow. She said Orange County's executive order runs through June  
 19 30<sup>th</sup> and if the governor changes things, the County can go back to change its order, or not.

20 Chair Rich said when questions arise about items on a BOCC agenda, the process is for  
 21 questions to be directed to Greg Wilder in the Manager's Office, who then disperses them to  
 22 the appropriate Department Directors. She said Directors reply to all County Commissioners.  
 23 She said this procedure has been in place for many years, but has recently become a bit  
 24 muddled. She said Greg Wilder would write a memo about this procedure, to serve as a  
 25 reminder.

26 Chair Rich had two petitions. She said the first refers to the \$11.5 million of unfunded  
 27 fund balance from the Chapel Hill-Carrboro City Schools (CHCCS), and she was stunned to  
 28 hear that amount mentioned last week, since schools are complaining about bad air, etc. She  
 29 petitioned for the Manager to meet with the superintendent to discuss the potential reallocation  
 30 of the undesignated fund balance to meet articulated needs expressed by the current CHCCS  
 31 CIP budget. She said the \$11.5 million does not belong to the schools, but to the taxpayers,  
 32 and if there are serious needs the schools should address them with these funds.

33 Chair Rich said her second petition is about the Chapel Hill library funding. She said the  
 34 memorandum of understanding (MOU) ran out in 2015, but the County continues to fund the  
 35 library at \$563,000/year. She said the BOCC should review this. She said she would like the  
 36 minutes from the last working group with Chapel Hill; the minutes from the last Library Board  
 37 meeting; what it costs; how many households are using the library; and to better understand  
 38 about the interoperability, and where they have gone with that. She said she did talk with  
 39 Lucinda Munger, Library Services Director, and would like this to be addressed promptly.  
 40

41 **4. Proclamations/ Resolutions/ Special Presentations**  
 42 **NONE**

43  
 44 **5. Public Hearings**  
 45 **NONE**

46  
 47 **6. Regular Agenda**

48  
 49 **a. Eviction Diversion Program and Approval of Budget Amendment #9-A**

1 The Board considered voting to approve the development of an Eviction Diversion  
 2 Program in Orange County to help eligible Orange County residents avoid eviction, preserve  
 3 tenancy, address substandard housing conditions and maintain the affordable rental housing  
 4 supply; allocate funds to pay housing costs necessary to prevent imminent eviction and  
 5 foreclosure, assist in securing affordable homes, and prevent homelessness; authorize staff to  
 6 seek funding for the Eviction Diversion Program from the Towns, and donations from the  
 7 communities and businesses; and approve Budget Amendment #9-A to appropriate \$200,000  
 8 from the Social Justice Reserve.

9  
 10 **DEFERRED UNTIL JUNE 2<sup>nd</sup> or earlier**

11  
 12 **b. Coronavirus Relief Funding Summary Report and Approval of County Plan**

13 The Board received an outline and presentation on the Coronavirus Relief Funding (CRF)  
 14 to North Carolina counties, including allowable expenses, spend down timeframes and reporting  
 15 requirements; and consider voting to approve an Orange County Coronavirus Plan for submittal  
 16 by June 1, 2020.

17  
 18 **BACKGROUND:**

19 The North Carolina General Assembly unanimously approved the Coronavirus Relief Funding  
 20 that was signed by the Governor on May 4, 2020. The CRF package includes relief measures  
 21 related to public health and safety, education, small business assistance, and continuity of state  
 22 government operations. The State has included \$150 million in initial relief funding, with each  
 23 county's allocation distributed on a per capita basis, with the exception of the largest three  
 24 counties – Guilford, Wake, and Mecklenburg. Those three counties received Coronavirus Relief  
 25 funding directly from the U.S. Treasury based on their populations exceeding 500,000.

26  
 27 The Orange County State-wide per capita share is \$2,665,753 of the \$150 million allocated to  
 28 NC counties. House Bill 1043 does not appropriate any funds directly to a city or town but  
 29 instead delegates that funding decision to counties. If the BOCC directed staff to allocate a  
 30 share of the County's CRF funds to the municipalities, then a County per capita allocation is  
 31 proposed as a fair and reasonable allocation methodology. A per capita allocation is currently  
 32 used for the distribution of local option sales tax including Article 44 Hold Harmless sales tax.

33  
 34 **COVID-19 Eligible Expenses:**

- 35
- 36 • Provide Grants to small businesses experiencing financial loss due to COVID-19
  - 37 • Support COVID-19 related expenditure for public health staff and program costs,  
 38 personal protective equipment (PPE), public safety staff expense, medical expense,  
 39 overtime or mandatory pay, distance learning and teleworking requirements
  - 40 • Expenses must be incurred between March 1, 2020 – December 30, 2020
  - 41 • Funds cannot be used to replace lost local government revenue

42 Note: The U.S. Treasury may allow revenue replacement in any future CRF allocations.

43  
 44 **Reporting Requirements:**

45 **June 1, 2020** - Counties determine a funding plan

46 **Beginning October 1** - Submit Quarterly Reporting of expenditures to the State

47  
 48 **The Funding Plan categories due by June 1, 2020 are:**

- 49 1) Medical expenses  
 50 2) Public health expenses

- 1 3) Payroll expenses
- 2 4) Expenses to facilitate compliance with COVID-19-related public health measures
- 3 5) Expenses associated with economic support including small businesses

4  
5 Gary Donaldson, Chief Financial Officer, made the following PowerPoint presentation:

## 6 7 **Coronavirus Relief Fund Act**

### 8 **Summary**

9 **May 19, 2020**

### 10 11 **Background**

- 12 ❖ State of North Carolina allocation from the Federal CARES Act is \$4 billion;
- 13 ❖ The North Carolina General Assembly approved the Coronavirus Relief Fund Act House
- 14 Bill 1043;
- 15 ❖ Governor signed legislation House Bill 1043 on May 4, 2020;
- 16 ❖ House Bill 1043 appropriates \$150 million from the State to be allocated among 97
- 17 counties on per capita basis;
- 18 ❖ U.S. Treasury is providing direct funding to Guilford, Mecklenburg and Wake counties;
- 19 there populations exceed 500,000;
- 20 ❖ House Bill 1043 allows NC counties to determine municipality funding;
- 21 ❖ Orange County per capita share from the State is \$2,665,753
- 22 ❖ Fair and reasonable allocation is methodology is each town per capita share within
- 23 Orange County; similar to current Local Option Sales Tax per capita allocation

### 24 25 **County-Based Per Capita Allocation (chart)**

### 26 27 **CRF Act Eligible Uses**

- 28 ❖ Provide Grants to small businesses experiencing financial loss due to COVID-19
- 29 ❖ Support COVID-19 related expenditure for public health staff and program costs,
- 30 personal protective equipment (PPE), public safety staff expense, medical expense,
- 31 overtime or mandatory pay, distance learning and teleworking requirements
- 32 ❖ Expenses must be incurred between March 1, 2020 – December 30, 2020; and not
- 33 accounted for in FY 2019-20 Budget
- 34 ❖ Eligible expenses if any prior to March 1, 2020 should be applied for through FEMA
- 35 ❖ Must apply for either CRF or FEMA; trigger date is determinant
- 36 ❖ Before March 1 apply through FEMA; minimal County coronavirus expenses within this
- 37 timeframe
- 38 ❖ After March 1 apply through CRF; majority of coronavirus expenses
- 39 ❖ Funds cannot be used to replace lost local government revenue

40 **Note:** The U.S. Treasury may allow revenue replacement in any future CRF allocations.

### 41 42 **State Reporting Time**

- 43 ➤ June 1- Submit a Funding Plan to the Office of State Budget and Management
- 44 ➤ Quarterly Funding Reports on October 1, 2020 and January 1, 2021
- 45 ➤ All Funds must be expended by December 30, 2020
- 46 ➤ Unexpended fund to be returned to the State

### 47 48 **Next Steps**

49 BOCC Approval-

- Two Step Process to Decide; 1) Municipalities Allocation 2) Eligible Uses Allocation by June 1
- Inform Town Finance Officers of Federal and State Guidelines, Tracking Expenditures and Reporting Timeframes
- Implement Funding Plan

## **Questions**

Commissioner Dorosin said the BOCC is discussing two things: the allocation formula and the plans. He said the recommendation for the formula is to do it per capita, and asked if there are any alternatives to this method.

Gary Donaldson said per capita is fair and reasonable, but another alternative could be on the ad valorem. He said the staff recommendation would be to use the per capita.

Commissioner Dorosin asked if staff looked at a comparison of the options.

Gary Donaldson said yes, and the ad valorem option would be higher for the county and less for the municipalities.

Commissioner Dorosin said it would be helpful to hear all options and their comparisons, when there is more than one option.

Commissioner Dorosin said the second decision is what the funding plan would be.

Bonnie Hammersley said staff will bring a recommended funding plan to the Orange County Board of Commissioners, and she will be meeting with department heads and will find out what they need, and her staff will prioritize. She said \$2.6 million is not a lot of money, and the County will have to spend quickly. She said staff will probably bring it to the Orange County Board of Commissioners at the May 28<sup>th</sup> work session, and the towns have to submit their plans at the same time.

Bonnie Hammersley said the other option is to give the towns a portion of these funds, which would be totally voluntary on the part of the County. She said there will be no other monies in the CARES ACT for municipalities. She said the plan will be brought forward as soon as possible, and staff is open to suggestions. She said there are many Covid related expenses, and any local funds would have to be used before the CARES ACT funds; however, Orange County has not put aside any local money. She said after CARES ACT funds have been spent, then petitions can be made to the Federal Emergency Management Agency (FEMA).

Commissioner Dorosin said the two things that these funds can be spent on are on County needs and small business grants. He said he hoped that any plan would include funds for these two things.

Bonnie Hammersley said the BOCC must decide if it wants to give funds to the towns, per capita. She said she did not think to include ad valorem as an option.

Chair Rich said these monies have to be spent between March and December 2020.

Commissioner Bedford said she had a concern about using the per capita allocation as outlined, although she thinks per capita is fairer than ad valorem. She said things like the health department and DSS, which are countywide, have had a lot of expenses. She asked if the total of these expenses is known, and said these expenses would only be incurred at the County level. She said it may be better to give the towns half of the suggested percentage, and when the staff has the first quarterly report, staff can adapt the funding. She said postage to mail paper-voting ballots will also be a County expense. She said her concerns are the per capita percentages are too high, and she would like to try to stagger the plan and funding.

Bonnie Hammersley said the County is in charge of many of these services, but the entire county is taxed for these purposes. She said they have spent about \$495,000 to date. She said there are some things that will be centralized within Orange County, such as masks. She said the consultant who will come on board to lead the recovery will be shared amongst all the partners, and all plans will work together and complement one another. She cautioned the

1 Board from keeping funds separate, as everyone has the same goal and is working together.  
 2 She said the towns may have needs that the County does not know about, or best know how to  
 3 handle.

4 Bonnie Hammersley said she recommended this methodology because they have  
 5 always used it. She said if any of the funds are spent on ineligible uses, the State would  
 6 require all local entities to repay the funds, and possibly lose out on future funding.

7 Commissioner McKee said the BOCC should stay within the recommended allocation,  
 8 as it is a well-known practice.

9 Commissioner McKee said for County staff to work closely with town staffs to make sure  
 10 the funds are spent appropriately.

11 Gary Donaldson said he would send out the information about the ad valorem option to  
 12 Board tomorrow, as he only has numbers from years past, which are about 3-4% higher than  
 13 per capita.

14 Commissioner Marcoplos suggested approving this tonight, and the per capita is what  
 15 has been used historically. He said it is fair and equal.

16 Chair Rich said the County has been working closely with the towns, and this proposal is  
 17 not a surprise to anyone. She said the plan is the most important thing. She said Durham  
 18 asked for input from Orange County, and will likely use Orange County's methodology as a  
 19 template to move forward.

20 Chair Rich asked Commissioner Dorosin if he was willing to vote without exact ad  
 21 valorem numbers from Gary Donaldson.

22 Commissioner Dorosin said yes he was willing to vote.

23 Gary Donaldson said he would get the ad valorem information to the Board for  
 24 informational purposes.

25

26 **FINANCIAL IMPACT:** The State has allocated \$2,665,753 to the County for eligible COVID-19  
 27 expenses.

28

29 A motion was made by Commissioner McKee, seconded by Commissioner Price to  
 30 receive the summary report and approve an appropriate CRF Funding Plan for submittal by the  
 31 June 1, 2020 deadline.

32

33 **VOTE: UNANIMOUS**

34

35 Commissioner Dorosin said Commissioner Bedford's comments were well taken, and  
 36 there may be times when the Board wants to revisit the per capita allocation methodology. He  
 37 petitioned this discussion for a future work session. He said it is not about short changing the  
 38 towns, but rather make sure the countywide services are funded.

39

40 **c. Release of the 2020 Orange County Affordable Housing Bond Program**  
 41 **Application**

42 The Board considered voting to authorize the release of the 2020 Orange County  
 43 Affordable Housing Bond Program Application materials on June 8, 2020.

44

45 **BACKGROUND:**

46 In the fall 2016, the Board of Commissioners approved a \$5 million Affordable Housing Bond.  
 47 Half of the bond funds (\$2.5 million) were awarded in 2017. This application is for the remaining  
 48 \$2.5 million of the bond funds.

1 The 2020 application was developed based on the Request for Proposals (RFP) for the 2017  
2 round of bond funding and the application evaluation criteria approved by the Board of  
3 Commissioners in April 2019.

4  
5 Eligible projects will be new construction for homeownership and/or rental development  
6 affordable to low-income households. Projects may be mixed-use and/or mixed-income. No  
7 more than 20% of residential units may be set aside for people with disabilities, in compliance  
8 with best practices outlined in the State of North Carolina's *Olmstead* settlement agreement.  
9 Land banking is not an eligible use.

10  
11 Eligible applicants for funding will be:

- 12 • nonprofit organizations involved in affordable housing and community development  
13 (including faith-based organizations)
- 14 • for-profit developers, and
- 15 • joint ventures between eligible nonprofit and for-profit entities

16  
17 The application evaluation criteria consider the following factors for each proposed project:

- 18 (1) income and vulnerable population targeting
- 19 (2) targeting of households currently living and/or working in Orange County
- 20 (3) leveraging of other funding sources
- 21 (4) building and site design features including environmental sustainability and accessibility  
22 features
- 23 (5) community design features including neighborhood compatibility and location relative to  
24 transportation, employment opportunities, and services
- 25 (6) community sponsorship, engagement, and support
- 26 (7) project feasibility, and
- 27 (8) developer experience

28  
29 Differences between this application and the 2017 RFP are mostly formatting changes in order  
30 to condense the content of application. Significant recommended changes include:

- 31 • This is a funding application rather than an RFP – applications will go to the Department  
32 of Housing and Community Development (DHCD) instead of through Procurement.  
33 Because they will not go through Procurement, certain requirements of Contractors,  
34 such as E-Verify requirements and Iran Divestment Act certification requirements, are  
35 not included.
- 36 • Application review and preliminary scoring will be conducted by DHCD staff, then  
37 funding recommendations will be made to the BOCC, rather than the review process  
38 going from staff to a County team, then to the Affordable Housing Advisory Board, and  
39 then to the BOCC. Because advisory boards may not be able to meet to review  
40 applications due to the COVID-19 pandemic (and the inability of advisory boards to hold  
41 virtual meetings), this process will prevent delays in application review and funding  
42 awards.

43  
44 If and when the 2020 application is approved by the BOCC, the proposed timeline for  
45 application review and funding award is as follows:

46 June 8, 2020	Application Released
47 June 15, 2020	Application Workshop
48 July 31, 2020	Application Submission Deadline
49 August 2020	Staff Review Applications
50 September 1, 2020	BOCC Considers Applications and Funding Recommendations

1 September 2 –  
 2 October 1, 2020      Contracts Executed and Projects Begin

3

4            Emila Sutton, Housing Director, made the following PowerPoint presentation:

5

6 **HOUSING BOND APPLICATION 2020**

7 **Orange County Board of Commissioners**

8 **May 19, 2020**

9

10 **Background**

- 11     • In the fall 2016, the Board of Commissioners approved a \$5 million Affordable Housing
- 12         Bond. Half of the bond funds (\$2.5 million) were awarded in 2017. This application is for
- 13         the remaining \$2.5 million.
- 14     • 2017 Awards:
  - 15         ○ \$915, 334 to Habitat for Humanity for development of 24 owner occupied
  - 16             Townhomes for seniors in the Waterstone development serving ages 55 and
  - 17             above who earn between 30% and 80% of Area Median Income (AMI)
  - 18         ○ \$636,533 and \$736,833 to CASA for development of Merritt Mill Chapel Hill and
  - 19             Carrboro (respectively) for 28 proposed rental apartments serving people
  - 20             earning 50% or less AMI
  - 21         ○ \$211,300 to EmPOWERment for the acquisition and rehab of a single family
  - 22             rental home for families earning under 50% AMI

23

24 **2020 Housing Bond Application**

- 25     • The 2020 application was developed based on the Request for Proposals (RFP) for the
- 26         2017 round of bond funding and the application evaluation criteria approved by the
- 27         Board of Commissioners.
- 28     • Eligible projects will be new construction for homeownership and/or rental development
- 29         affordable to low-income households. Projects may be mixed-use and/or mixed-income.
- 30     • Eligible applicants for funding will be:
  - 31         ○ nonprofit organizations involved in affordable housing and community
  - 32             development (including faith-based organizations)
  - 33         ○ for-profit developers, and
  - 34         ○ joint ventures between eligible nonprofit and for-profit entities
- 35     • The application evaluation criteria consider the following factors for each proposed
- 36         project:
  - 37             (1) income and vulnerable population targeting
  - 38             (2) targeting of households currently living and/or working in Orange County
  - 39             (3) leveraging of other funding sources
  - 40             (4) building and site design features including environmental sustainability and
  - 41             accessibility features
  - 42             (5) community design features including neighborhood compatibility and location
  - 43             relative to transportation, employment opportunities, and services
  - 44             (6) community sponsorship, engagement, and support
  - 45             (7) project feasibility, and
  - 46             (8) developer experience

47

48 **2020 Housing Bond Application Proposed Changes**

- 1 • Differences between this application and the 2017 RFP are mostly formatting changes
- 2 in order to condense the content of application. Significant recommended changes
- 3 include:
- 4 • This is a funding application rather than an RFP – applications will go to the Department
- 5 of Housing and Community Development (DHCD) instead of through Procurement.
- 6 Because they will not go through Procurement, certain requirements of Contractors,
- 7 such as E-Verify requirements and Iran Divestment Act certification requirements, are
- 8 not included.
- 9 • Application review and preliminary scoring will be conducted by DHCD staff, then
- 10 funding recommendations will be made to the BOCC, rather than the review process
- 11 going from staff to a County team, then to the Affordable Housing Advisory Board, and
- 12 then to the BOCC.
- 13 ○ Because advisory boards may not be able to meet to review applications due to
- 14 the COVID-19 pandemic (and the inability of advisory boards to hold virtual
- 15 meetings), this process will prevent delays in application review and funding
- 16 awards.

17  
18 **2020 HOUSING BOND APPLICATION PROPOSED TIMELINE**

19 If and when the 2020 application is approved by the BOCC, the proposed timeline for

20 application review and funding award is as follows:

- 21 June 8, 2020                      Application Released
- 22 June 15, 2020                    Application Workshop
- 23 July 31, 2020                    Application Submission Deadline
- 24 August 2020                      Staff Review Applications
- 25 September 1, 2020              BOCC Considers Applications and Funding Recommendations
- 26 September 2 –
- 27 October 1, 2020                Contracts Executed and Projects Begin

28  
29 **2020 HOUSING BOND APPLICATION EDIT NEEDED**

30  
31 **Orange County Affordable Housing Bon Program 2020 Scorecard**

32 4. Building and Design \_\_\_\_\_ (20 pts)

Scoring Criteria	Maximum Points
Project incorporates sustainable design elements, such as smaller building sizes, use of local/recycled building materials, energy efficient features, LED lighting, water conservation fixtures, efficient HVAC systems, etc. (for energy efficient features, the project meets or exceeds the NC Housing Finance Agency’s energy efficiency criteria)	5
Project provides handicap accessibility and/or incorporates Universal Design	3
Project incorporates sustainable community and environmental design elements, such as flexible lot design, low impact development, storm water controls, reduced impervious surface areas, natural or drought-resistant landscaping or any additional element that would serve to minimize negative environmental impacts, as Orange County regulations allow	5

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

Additional points may be awarded for meeting aspects associated with functionality, maintenance and dispersal.	2
----------------------------------------------------------------------------------------------------------------	---

1  
2 **PUBLIC COMMENT:**  
3 Delores Bailey, Executive Director of EmPOWERment, said during this pandemic they  
4 have supported many areas of their community, and she listed these. She said  
5 EmPOWERment closed on 3 apartments and one piece of property during this pandemic. She  
6 said her concern with this application is whether it allows for purchases and rehabs. She said  
7 EmPOWERment's inventory is full, and it is imperative that EmPOWERment receives funding  
8 from this bond. She said EmPOWERment will be at a disadvantage with the larger housing  
9 non-profits, with the scoring rubric as it stands.  
10 Commissioner Price referred to the eligible projects on page 37, which says no more  
11 than 20% of the properties can be set aside for those with disabilities. She asked if those that  
12 would be included in this could be identified, and if this is seeking to discourage group homes.  
13 Emila Sutton said the intent is that people with disabilities have full choice where they  
14 can live, to prevent discrimination. She said this limits hard set aside units to 20%.  
15 Commissioner Price referred to the next page, and said one of the reasons not to be  
16 considered is that an applicant has previously demonstrated poor past performance or  
17 compliance with funding guidelines. She asked if this pertains to County programs, and how  
18 many years back will they be looking.  
19 Emila Sutton said she was not sure how this was defined in past applications, and they  
20 can take recommendations. She said reviewing three years of compliance history would be  
21 reasonable.  
22 Commissioner Price said if one had an issue in years past, but it is good standing now,  
23 she would want them to be considered.  
24 Commissioner Price referred to construction detail, and asked if consideration would be  
25 given to universal design that provides flexibility, so people can stay in their homes. She asked  
26 if points would be given for that.  
27 Emila Sutton said yes.  
28 Commissioner Price asked if this would have to be built in.  
29 Commissioner Dorosin said it is already included in the checklist on page 38.  
30 Commissioner Greene said it is in the scoring criteria, giving 3 points.  
31 Commissioner Price said the applicant would get extra points for designating units for  
32 Orange County residents, and asked if there is a method to monitor this.  
33 Emila Sutton said it is a part of the scoring criteria, and would be indicated in the  
34 application. She is not aware of any residency monitoring.  
35 Commissioner Price said it would require taking the developer at their word.  
36 Emila Sutton said she is not aware of any way to monitor residency status.  
37 Commissioner Price referred to the conflicts of interest portion, and asked if Mebane will  
38 be included.  
39 Emila Sutton said yes, she can include Mebane.  
40 Commissioner Dorosin asked if the concern to which Delores Bailey eluded could be  
41 clarified; that EmPOWERment would be at a disadvantage to the larger non-profits.  
42 Emila Sutton said the way the application is written does not include acquisition and  
43 rehab as eligible uses of funds.

1 Commissioner Dorosin asked if, right now, the only eligible use of funds is for new  
2 construction.

3 Emila Sutton said yes.

4 Commissioner Dorosin said he would advocate for changing the application to include  
5 acquisition and rehab.

6 Commissioner Dorosin said the whole residency issue is tricky and can create legal  
7 issues. He said the developers should be encouraged to market to those who live and work in  
8 Orange County. He said he would encourage more creative thinking on this issue.

9 Commissioner Greene agreed completely with Commissioner Dorosin about the  
10 residency issue. She said the other point she wanted to make was about the scoring criteria,  
11 and specifically public transportation. She said points were added for developments that had  
12 access to public transportation, or those that would provide transportation. She said she did not  
13 like that option of providing transportation, as it is too vague, and she would like to strike that  
14 and just give points to those projects on public transportation (section 5 of scoring criteria, page  
15 18)

16 Chair Rich asked Emila Sutton about this topic.

17 Commissioner Greene said the BOCC added development provided transportation last  
18 year. She said she would prefer that if the development is not on public transportation then it  
19 does not get the points.

20 Commissioner Greene moved to take language out for transportation being provided by  
21 the developer. She said this should not earn transportation points.

22 Commissioner McKee asked, if the verbiage is taken out, would it not eliminate  
23 developments being built beyond the bounds of public transportation.

24 Commissioner Greene said no, as the transportation points are just one area of points.  
25 She said a development could get points for other things.

26 Commissioner McKee said between two close projects, it may make the difference.

27 Commissioner Greene said it may well be the tipping point, but she feels the project on  
28 public transit should get the money.

29 Commissioner McKee said it is hard to argue against her point, but he does not want to  
30 centralize affordable housing in urban corridors.

31 Commissioner Greene said this is a policy difference between her and Commissioner  
32 McKee, and she would like public monies to be used to support development that serves the  
33 most people in an environmentally friendly way.

34 Commissioner McKee said he understands that, but also feels the BOCC has an  
35 obligation to support geographical diversity in affordable housing.

36 Commissioner Greene said the BOCC is talking about creating scoring criteria for  
37 limited funding.

38 Commissioner Marcoplos said there will soon be an on demand transportation that will  
39 go throughout the County, and this should be recognized and addressed somehow in the  
40 scoring.

41 Commissioner Marcoplos said every resident was able to vote on this bond, and the  
42 BOCC needs to envision some projects in the rural areas. He said there may be a  
43 development that has a community garden component, which could only be done in a rural  
44 setting, and this helps the environment as well. He said there should be opportunity for  
45 affordable housing everywhere.

46 Commissioner Greene said she is not opposed to re-writing the verbiage to add the on  
47 demand transportation.

48 Commissioner Price said she had concerns about taking the verbiage out, and there is  
49 room for a lot of creativity.

1 Commissioner Dorosin said this goes back to a bigger debate of how to get the most  
2 housing and community based services with limited funds. He said Commissioner Greene's  
3 suggestion is fine and the very next criteria that is listed gives points to housing that is in an  
4 area that is typically underserved, which would address the issue rural needs. He said water  
5 and sewer is a similar issue, and it is more expensive to build without water and sewer. He said  
6 the costs for housing are not just limited to the house itself.

7 Commissioner Greene said many options that have been suggested are provided  
8 publicly. She said she most strongly objects to the "by the developer" wording as it could be  
9 anything, and not really true transportation service, and it may be difficult to enforce. She said  
10 she would prefer it to read, "Public transportation to include a bus route, or publically provided  
11 on demand service, or equivalent public transportation is accessible." She agreed with  
12 Commissioner Marcoplos' point about the other advantages to rural living, and the bond funds  
13 being voted on by the whole county.

14 Commissioner Dorosin seconded Commissioner Greene's motion  
15

16 **VOTE: Ayes, 4 (Commissioner Greene, Chair Rich, Commissioner Bedford,**  
17 **Commissioner Dorosin); Nays, 3 (Commissioner McKee, Commissioner Marcoplos,**  
18 **Commissioner Price)**  
19

20 Commissioner Bedford agreed with Commissioner Dorosin to amend this to include  
21 acquisition and rehab to the application, as eligible uses of funds. She said there is no value in  
22 cutting off potential projects at this point. She asked Emila Sutton if the process is integrated  
23 with the town of Chapel Hill's process, in order to avoid working in silos.

24 Emila Sutton said she has spoke with the Town, and Chapel Hill has released their  
25 funds first in advance of the County, so that applicants would know if they were receiving  
26 Chapel Hill funds in advance of applying to the County.

27 Commissioner Bedford said knowing how much an applicant may have received from  
28 Chapel Hill is important.

29 Commissioner Bedford said she would like conversation, since the advisory boards are  
30 not meeting virtually now. She asked if a full list of the projects would be provided to the  
31 BOCC.

32 Emila Sutton nodded yes.

33 Commissioner Bedford said when she read about the 20% limit for those with  
34 disabilities, she understood where the language was coming from, due the Olmstead act; but  
35 she appreciated Emila Sutton adding extra clarification. She said she is excited about this  
36 process moving forward.

37 Chair Rich asked if the BOCC were to include acquisition and rehab into the process,  
38 where would it be included in the scoring criteria. She said she thought half of the bond money  
39 was going to older construction, and half was going to new, shovel ready projects.

40 Emila Sutton said she is unfamiliar with the prior conversations, and her department  
41 would need to look at this to see if any of the scoring would impact these types of uses. She  
42 said, if not, they could just be added as eligible projects.

43 Commissioner Dorosin referred to page 37, and said the language could be changed to  
44 include this uses as eligible projects. He said to take out " new construction", or possibly add  
45 language there. He said he thinks the scoring construct would remain the same.

46 Commissioner Price said adding acquisition or rehab would not change anything, but  
47 perhaps new language would be needed under project detail activity on page 42, as it has new  
48 construction verbiage in there.

49 Commissioner Greene suggested passing this tonight to add acquisition and rehab, and  
50 Emila Sutton could look at the criteria and bring back on the BOCC consent agenda.

1 Commissioner Greene said she is a little uneasy that the advisory board is not weighing  
2 in. She asked if the advisory board could be involved without slowing the process down.

3 John Roberts said he does not know. He said virtual meetings are not prohibited by  
4 state law, but rather by BOCC policy, which is up for discussion in June. He said if the boards  
5 can meet virtually it could possibly be concluded by the end of June.

6 Commissioner Greene said she would prefer the advisory board be able to weigh in, but  
7 she is not going to insist on it.

8 Commissioner Price said the advisory board issue did concern her too. She said if the  
9 advisory board is allowed to meet virtually, she would encourage it, as the advisory board is  
10 made up of members of the community. She said staff could present the advisory board with a  
11 recommendation for it to review.

12 Chair Rich said this is the BOCC's timeline, and it can be tweaked if need be to allow  
13 the advisory board to meet. She said the virtual meeting policy would need to be changed.

14 Commissioner Greene asked if the advisory board can meet in person, with strict social  
15 distancing.

16 Chair Rich said no, as the state of emergency only allows 10 people to meet in person.

17 Commissioner McKee said people can sit in the Whitted meeting room, if the advisory  
18 board wants to meet. He said it is 5000 square feet, and could be much less congested than  
19 grocery store.

20 Bonnie Hammersley said she respects Commissioner McKee's position. She said the  
21 process for the last \$2.5 million of the housing bond included a committee of staff that ranked  
22 the applications. She said this committee did not go through the advisory boards at that time.  
23 She said the staff that reviews these applications should be those who are experts in housing.  
24 She said there is a process that was employed for the small business loan fund, and it worked  
25 very well. She said it was an emergency committee and they met virtually.

26 Bonnie Hammersley said the Orange County Board of Commissioners may decide on  
27 June 2<sup>nd</sup> to allow virtual advisory board meetings, and the applications do not go out to June 8<sup>th</sup>.

28 Commissioner Marcoplos said the advisory board involved should be involved, and  
29 would support delaying the process a couple of weeks

30 Commissioner Dorosin said he is in favor of having the advisory board involved, but  
31 does not want to change the timeline.

32 Commissioner Price said the review process is not until August, and virtual meetings are  
33 easier to for people to attend, so the timeline can be held to.

34  
35 A motion was made by Commissioner Price, seconded by Commissioner Bedford amend  
36 the application to include housing rehab and acquisition as well as new construction

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

39  
40 A motion was made by Commissioner Dorosin, seconded by Commissioner Greene for  
41 the Board to authorize the release of the 2020 Orange County Affordable Housing Bond  
42 Program Application materials with two amendments on June 8, 2020 with any modifications  
43 from the Board (and ask Emila Sutton to review the criteria for rehab/acquisition that needs to  
44 be changed).

45  
46 **VOTE: UNANIMOUS**

47  
48 **d. Discussion Regarding Construction and Demolition Waste at Waste and**  
49 **Recycling Centers**

1 The Board discussed and provided direction to Solid Waste staff regarding enforcement  
2 of the current Solid Waste Ordinance provisions related to Construction and Demolition Waste  
3 at the Waste and Recycling Centers.  
4

5 **BACKGROUND:**

6 The Orange County Waste and Recycling Centers (Centers) were established for the disposal  
7 of household municipal solid waste and recycling. Specifically, the Orange County Solid Waste  
8 Ordinance provides in Section 34-40 that Centers are maintained at selected locations  
9 throughout the County for the convenience of County residents. It details a list of wastes that  
10 may not be accepted at convenience centers, including commercial waste, institutional waste,  
11 industrial waste, land clearing waste, and construction waste and demolition waste. In contrast,  
12 the ordinance specifically provides a list of materials that, if there is a specifically designated  
13 area for collection, may be deposited at the Centers, including white goods, furniture, yard  
14 waste and tires. These ordinance provisions have been in effect since  
15 May of 1993.  
16

17 A recent audit of the Centers highlighted that the Ordinance was not being consistently followed  
18 by some of the Solid Waste staff. The Centers have traditionally allowed a “wheelbarrows” or up  
19 to 3 cubic feet worth of construction and demolition waste to be deposited in the bulky waste  
20 area as an accommodation to residential users of the sites. This amount was being  
21 inconsistently applied by staff. In addition, it became apparent that construction and demolition  
22 waste of a commercial nature was also being brought to the sites. Individuals that were  
23 renovating homes for commercial purposes were bringing or causing large quantities of  
24 material to be brought to the sites.  
25

26 This activity was not only contrary to the current Solid Waste Ordinance but also raised other  
27 concerns. The Orange County Regulated Recycling Materials Ordinance (RRMO) is being  
28 circumvented by having construction and demolition wastes brought to the Centers. The RRMO  
29 requires that regulated recyclable construction and demolition waste be separated from other  
30 solid waste unless delivered to a certified commingled recycling facility. Allowing the  
31 construction and demolition waste at the Centers violates the RRMO. The construction and  
32 demolition waste that is brought to the Centers is transported to a transfer station and ultimately  
33 disposed of in a municipal solid waste (MSW) landfill.  
34

35 In addition to conflicting with the RRMO, accepting Construction and Demolition waste at the  
36 Centers increase both transportation costs and disposal costs which have seen recent  
37 increases and will continue to increase. During fiscal year 2019-20, the disposal rate at the  
38 Durham transfer station increased from \$44.50 per ton to \$47.50 per ton.  
39

40 **FINANCIAL IMPACT:** Current conservative estimates are that 20-25% of waste delivered to the  
41 Waste and Recycling Centers are construction and demolition wastes. Tipping fees for those  
42 materials are estimated to be \$75,000-\$88,000 per year. Increasing the amount of allowable  
43 construction and demolition wastes will result in increased transportation and disposal costs  
44 ultimately resulting in a need to increase the Solid Waste Programs Fee.  
45

46 Robert Williams, Solid Waste Director, made the following PowerPoint presentation:  
47

48 **Waste and Recycling Centers**  
49 **Construction and Demolition Discussion**  
50 **May 19, 2020**

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## **Purpose**

Provide updated information on the current operations of the Waste and Recycling Centers

## **Background/History**

In 1993, Section 34-40 of the Solid Waste Ordinance established guidelines for what is acceptable and not acceptable at solid waste convenience centers now known as Waste and Recycling Centers.

### **Sec. 34-40. - Solid waste convenience center.**

- o (a) Solid waste receptacles are maintained at selected centers throughout the county for the convenience of county residents. Use by out-of-county residents is prohibited. Solid waste may be **deposited in the solid waste receptacles** only in accordance with the provisions of this article.

## **Background/History**

### **NOT ALLOWED**

(b) The following wastes may **not** be deposited in solid waste receptacles or at solid waste convenience centers:

- (1) Asbestos.
- (2) Burning or smoldering materials, or any other materials that would create a fire hazard.
- (3) Commercial waste.
- (4) Construction waste and demolition waste.**
- (5) Hazardous waste.
- (6) Industrial waste.

## **Background/History**

### **Allowed**

c) The following wastes may be accepted at solid waste convenience centers when there is a specific area designated for the collection of such items:

- o (1)Lead-acid batteries.
- o (2)Used oil with no other substances mixed in.
- o (3)White goods.
- o (4)Yard waste.
- o (5)Furniture.
- o (6)Tires.

### **Posted Size Limits (photo)**

### **Waste and Recycling Centers**

Some attendants previously accepted the following waste, which is not allowed per Sec. 34-40 of the Solid Waste Ordinance.

### **Waste & Recycling Centers (photo)**

### **Waste & Recycling Centers (photo)**

### **Waste & Recycling Centers**

- Meeting the needs of the customer costs an average of \$625,000 per year in disposal tipping fees.

1 Accepting C&D at current levels costs an estimated \$77,000 -\$88,000 in tipping fees per year  
2 because the waste is hauled out of Orange County.

3  
4 **C&D Size Example: 3 cubic feet (photo)**

5  
6 **C&D Size Example: 6 cubic feet (photo)**

7  
8 **C&D Size Example: 3, 6, and 8 cubic ft. (photo)**

9  
10 **Conclusion**

- 11 • Currently, daily limits are in place for MSW and Yard Waste.  
12 • There are some inconsistencies when it comes to C&D disposal at the Waste and  
13 Recycling Centers.

14  
15 Commissioner Dorosin asked if there has been a policy change, or was the existing  
16 policy just not being enforced. He said if the latter is true, why was the policy not being  
17 enforced, and how does staff enforce it now.

18 Robert Williams said he does not know why it was not being enforced, but when he  
19 arrived, and understood County ordinances, he found there were inconsistencies.

20 Commissioner Dorosin referred to the picture that shows how much waste residents can  
21 bring, and asked if the limit is 3 cubic yards or 4.5. He asked if the policy is enforceable.

22 Robert Williams said 4.5 yards is different, and the sign says 120 cubic feet. He said  
23 the confusion came with the C&D waste versus everything else. He said C&D should not be  
24 taken at the waste and recycling centers. He said nothing has changed with house waste, etc.  
25 He said staff has been more thoroughly trained, and have been encouraged to promote  
26 consistency. He said the options are either to stop taking C&D at the solid waste convenience  
27 centers (SWCC), or to change the ordinance to accept it. He said enforcement comes with  
28 consistency and clear communication to the public. He said the County ordinance does not list  
29 C&D waste as allowable material to be collected at the SWCC.

30 Commissioner Price asked if residents are not taking the C&D to the SWCC, then do  
31 they take to the C&D landfill and pay a tipping fee.

32 Robert Williams said yes, residents can take it to the C&D landfill with a tipping fee, or  
33 out of County to a transfer station.

34 Commissioner Price asked if someone had 6 cubic feet of C&D and took it to the landfill,  
35 what would they pay.

36 Robert Williams said there is a flat fee (\$5 or \$10), but it also depends how much the  
37 C&D weighs.

38 Commissioner Price said there is a monetary incentive to leave C&D waste at the  
39 SWCC.

40 Robert Williams said yes.

41 Commissioner McKee referred to the sign at the SWCC that was shown in the  
42 presentation at the SWCC, and said this sign has been at the SWCCs for years, and is the  
43 understood process by the community.

44 Commissioner McKee said the Orange County C&D landfill is open and operational, and  
45 asked if there is a reason why the waste is taken to Durham.

46 Robert Williams said Orange County does not have room at the SWCC, and so it is  
47 heaped with the bulk household waste and taken to Durham.

48 Commissioner McKee referred to the first page of abstract where it says the SWCCs are  
49 for the convenience of the residents. He said the section that states a resident can bring a  
50 wheelbarrow amount of waste, directly contradicts the sign that is posted at the SWCCs. He

1 said he is upset that they are talking about having residents pay extra (above and beyond  
2 annual waste fees) to haul waste down to the C&D Landfill on Eubanks Road. He said he has  
3 taken this type of waste to his local SWCC for more than 20 years.

4 Commissioner McKee said this is an issue of a service to the community, and they have  
5 a policy via the signs at the SWCC. He said the problems arise when one is rehabbing a  
6 property and takes all the waste to the SWCC. He said he understands the issue of transfer  
7 costs to Durham.

8 Commissioner McKee said the BOCC should amend the policy to say that more  
9 enforcement of commercial dumping will be enacted, and residential C&D could be placed at  
10 the SWCC in much larger amounts than 3 cubic feet. He asked if there is any reason why  
11 would they consider dropping it down to 2 grocery bags.

12 Commissioner Marcoplos said it is difficult to separate contractors from residents, and  
13 there needs to be a better way to communicate the policy at the SWCC. He said it is pretty  
14 reasonable to take a pick up truck full to the C&D Landfill for around \$30. He suggested  
15 signage at the SWCC, and he would suggest allowing homeowners to bring 6 cubic feet rather  
16 than 3 cubic feet to the SWCC, and anything more should go to the C&D landfill.

17 Commissioner Dorosin referred the sign again, and clarified that it does not say anything  
18 about C&D waste.

19 Robert Williams said the sign pertains to household or bulk waste.

20 Commissioner Dorosin said residents have been reading this sign, and interpreting it to  
21 include that C&D is also allowable.

22 Robert Williams said C&D was never supposed to be accepted at the SWCCs, but he  
23 understands Commissioner Dorosin's point.

24 Commissioner Dorosin said the sign was not supposed to apply to C&D waste. He said  
25 residents are reacting to the change for C&D waste, despite the fact that the policy has not  
26 changed, but was rather not being enforced.

27 Commissioner Dorosin asked if it would be possible to say they will start taking small  
28 amounts of C&D waste at SWCC, which would be segregated from other waste in order to be  
29 taken to the landfill, and asked if this would accommodate all interests. He said if residents  
30 want to bring more than that, they would take it to the C&D Landfill.

31 Bonnie Hammersley said that Robert Williams had an audit done at solid waste, and  
32 changing the ordinance will require a policy change. She said this is a 27-year-old ordinance,  
33 which has probably softened in its enforcement over the years. She said staff will enforce it  
34 until the BOCC decides to change it. She said Robert Williams is simply enforcing an existing  
35 ordinance.

36 Chair Rich said it was her understanding that contractors are meant to properly dispose  
37 of C&D waste at the C&D landfill as a part of their job, and is part of the cost of doing business.  
38 She asked Commissioner Marcoplos, who is a contractor, if this is correct.

39 Commissioner Marcoplos said yes.

40 Commissioner Greene said she is in line with Commissioner McKee and Commissioner  
41 Dorosin. She would support segregating the C&D that is coming into the SWCC, and the large  
42 versus small amounts. She said the BOCC is in a bind because the policy on the books differs  
43 from what the residents think it is, and the de facto policy is what is written on the sign. She  
44 said she would support changing the policy to reflect what is on the posted sign at the SWCC.

45 Commissioner McKee said most residents do not know what the ordinance states. He  
46 said he also does not want to conflate the commercial C&D with residential waste. He said  
47 there is no way solid waste staff can catch everyone that comes into the SWCC with C&D, but  
48 to punish all residents for some abusers is not fair. He said he bought a sofa to the SWCC,  
49 and staff told him that starting on July 1 he would only be able to bring 2 grocery bags worth of  
50 waste. He said this is not reasonable, and the policy should change. He referred to cost, and

1 said he has no problem with the County subsidizing these costs, just as it does with many other  
2 needs in the County, such as affordable housing.

3 Robert Williams said Commissioner McKee received bad information from one of his  
4 employees. He said the items Commissioner McKee brought to the SWCC were allowable  
5 (couch, chair, tires, etc.). He said these items are not C&D, and for staff to whisper that in his  
6 ear was not fair. He said they are trying to correct these inconsistencies by educating his staff.

7 Commissioner McKee said he has heard from many residents on this topic over the past  
8 months. He said perhaps there should be a specific roll off container for C&D waste only, which  
9 can be taken to the C&D landfill.

10 Commissioner Marcoplos reiterated his previous point that residents should be allowed  
11 to take 6 cubic feet max for C&D; have signage at the SWCC that shows visually what 6 cubic  
12 feet are; and state that if one has more C&D waste than this, they should go to the C&D landfill.  
13 He said he does think a separate roll on is necessary, but deferred to the expertise of Robert  
14 Williams.

15 Commissioner Price said she appreciated the work Robert Williams has done to audit  
16 the department and to promote consistency. She agreed with Commissioner Marcoplos'  
17 comments. She said she would like to try and find a way to prevent contractors from using the  
18 SWCC.

19 Commissioner McKee said he considers 6 cubic feet to be far too small an amount.  
20

21 A motion was made by Commissioner McKee, seconded by Commissioner Price for the  
22 Board to:

- 23
- 24 • Direct Solid Waste staff to present a resolution at an upcoming meeting amending
- 25 Section 34-40 of the Solid Waste Ordinance, and provide an outline as to how this waste
- 26 stream will be directed.
- 27

28 Commissioner Dorosin asked if Commissioner McKee's goal is to permit 4.5 cubic yards  
29 of residential C&D waste at the SWCCs.

30 Commissioner McKee said he does not have a specific amount in mind, but feels that 6  
31 cubic feet is too low. He said he is open to the discussion. He said the County needs to amend  
32 the policy, and should avoid the transportation and costs to Durham, and direct local C&D to its  
33 own C&D landfill. He said Orange County should take responsibility for its waste.

34 Commissioner Dorosin said he cannot support a policy that maintains what has been  
35 done currently.

36 Commissioner McKee said there is no fault on the part of Robert Williams or his staff  
37 and his main concern is to accommodate the residents as much as possible.

38 Commissioner Greene agreed, and said the BOCC is asking, through this motion, for  
39 staff to bring something back, and for the BOCC to accommodate residents as best it can.  
40

41 **VOTE: Ayes, 6; Nays, 1 (Chair Rich) C&D should be taken to the C&D Landfill**  
42

43 Commissioner Dorosin said he received a communication from Chief Jeff Cabe, Orange  
44 Rural Fire Department, who said his department has traditionally taken its waste to the Walnut  
45 Grove SWCC, but was recently told it could no longer do so. He asked if staff could provide  
46 some information as relates this, and to follow up with Jeff Cabe and the Orange County Board  
47 of Commissioners.

48 Robert Williams said he would look into this.  
49

## 50 7. Reports

1  
2 **a. Final Report of Emergency Small Business Fund Program**

3 The Board received a report from staff on the Emergency Small Business Funding  
4 Program for Orange County small businesses experiencing revenue loss due to the coronavirus  
5 pandemic.  
6

7 **BACKGROUND:**

8 The coronavirus pandemic has impacted the global economy and disrupted business activity  
9 throughout the United States and North Carolina. The County is committed to supporting its  
10 local businesses and employment base.  
11

12 The Board of County Commissioners approved an Emergency Small Business Funding for  
13 Orange County small businesses experiencing revenue loss due to the coronavirus pandemic.  
14 The emergency program was funded with \$300,000 from the Article 46 Sales Tax Fund. Award  
15 recipients were eligible to receive grants and/or loans. The application period was from March  
16 25 through April 10, 2020. The BOCC approved formation of a Nine-Member Committee to  
17 review and approve the award recipients.  
18

19 At the direction of the County Manager, the Finance and Administrative Services and Economic  
20 Development departments formulated the policies and procedures for the emergency program.  
21 Program eligibility requirements:

- 22 - Orange County based businesses
- 23 - Minimum of one year of operations
- 24 - For-Profit business status
- 25 - All applicants are required to have been in business for a minimum of one-year, hold  
26 applicable 2019 business privilege licenses, and be registered with appropriate legal  
27 entities such as the North Carolina Secretary of State or Orange County Register of  
28 Deeds office
- 29 - Companies are not eligible if they have past-due tax liabilities or tax liens,  
30 delinquencies in Orange County property taxes, or are currently in bankruptcy  
31 (Corporate or Personal)
- 32 - Profit and Loss statement indicating profitability prior to coronavirus pandemic

33 The County received 283 applications by the April 10 due date, with 39 applications initially  
34 eliminated because they were duplicates (20), or submitted by businesses located outside of  
35 Orange County NC (19). This resulted in 244 County-wide small business applications as  
36 follows:  
37

<b>Location of Applicants Within Orange County</b>	<b>Total Number of Applicants</b>	<b>Grant Requests</b>	<b>Loan Requests</b>	<b>Total Loan &amp; Grant Requests</b>
Carrboro	44	\$226,000	\$573,500	\$799,500
Chapel Hill	123	\$588,800	\$1,516,000	<b>\$2,104,800</b>
Hillsborough	62	\$315,750	\$909,910.82	<b>\$1,225,660.82</b>
Durham	2	\$10,000	\$20,000	\$30,000
Mebane	8	\$40,000	\$125,000	\$165,000
Rougemont	3	\$15,000	\$30,000	\$45,000
Cedar Grove	1	\$5,000	\$10,000	\$15,000
Hurdle Mills	1	\$10,000	\$20,000	\$30,000

<b>Totals</b>	<b>244</b>	<b>\$1,210,550</b>	<b>\$3,204,410.82</b>	<b>\$4,414,960.82</b>
---------------	------------	--------------------	-----------------------	-----------------------

Orange County Economic Development staff completed reviews to check the business registration status with the North Carolina Secretary of State and/or Orange County Register of Deeds, and checked each applicant's current Real and Personal property tax payment status with Orange County Tax Office to verify eligibility. A total of 168 of the 244 applicants returned the requested information.

The following table represents demographic information for women, minority and co-owned women businesses.

### **Breakdown of 244 Applications**

### **Breakdown of 244 Applications**

### **Percentages of Women and Minority-**

### **Owned Business Owners** Women Owned

90 out of 244                      **37%**

Applicants

Minority Owned

34 out of 244                      **14%**

Applicants

Co-owned by Women

44 out of 244                      **18%**

Applicants

Gary Donaldson made the following PowerPoint presentation:

### **Emergency Small Business Fund**

### **Final Report**

**May 19, 2019**

### **Background**

- ❖ The Board of County Commissioners approved an Emergency Small Business Funding on March 24, 2020 in response to COVID-19 pandemic;
- ❖ Funded through \$300,000 appropriation in Article 46 Orange County small business loan program;
- ❖ Application period open to small businesses for more than two weeks; March 25 through April 10, 2020.
- ❖ BOCC approved a 9-Member Funding Committee which met and approved the award recipients.
- ❖ 9-Member Funding Committee composition;
  - Two members Small Business Loan Program
  - Two members Small Business Grant Program
  - Two members Agriculture Grant Program
  - One member each from Towns of Carrboro, Chapel Hill and Hillsborough
- ❖ Collaborative Departmental effort by Manager's Office, Economic Development, Finance, Information Technology, Register of Deeds, Tax Office to respond to small businesses' needs

### **Eligibility Requirements**

- ❖ Orange County based businesses

- ❖ Minimum of one year of operations
- ❖ For-Profit business status
- ❖ Minimum of one-year in business and applicable 2019 business privilege licenses, and registered with legal entities including North Carolina Secretary of State and County Register of Deeds Office
- ❖ Businesses must not have past-due tax liabilities or tax liens, delinquent property taxes, or bankruptcy reorganization status
- ❖ 2019 Profit and Loss statement indicating profitability prior to pandemic

#### **Compilation of Funding Requests (chart)**

#### **Breakdown of Awards by Location (chart)**

#### **Demographics of the 244 Applicants**

- Women Owned Applicants  
- 90 out of 244 Applicants or 37%
- Minority Owned Applicants  
- 34 out of 244 Applicants or 14%
- Women Co-Owned Applicants  
- 44 out of 244 Applicants or 18%

#### **Demographics of the 27 finalists**

- Women Owned Finalists  
- 13 out of 27 Finalists or 48%
- Minority Owned Applicants  
- 3 out of 27 Finalists or 11%
- Women Co-Owned Applicants  
- 4 out of 27 Finalists or 15%

#### **Three Key Financial Metrics**

- 1) 2019 Profit/Loss Statement
  - Revenues minus Expenditures
  - Operating Surplus (Deficit)
  - **Passing Metric: \$0 or greater**
- 2) 2019 Net Profit Margin
  - Net Income divided by Revenues
  - **Passing Metric: Positive %**
- 3) March 2019 versus March 2020 Revenue Variance
  - **Passing Metric: 25% or greater revenue decrease**

#### **Financial Criteria Results (chart)**

#### **Additional Small Business Funding Options**

- Additional Funding Options; Article 46 and Coronavirus Relief Funds;
- Decrease from multiple Financial Criteria to only 1 criteria;
- Finance Criteria-April 2019 versus April 2020 Revenue Declines

Commissioner Marcoplos asked if Piedmont Food Processing Center (PFAP) was one of the applicants that passed the financial criteria and was recommended to the committee.

Gary Donaldson said no.

Commissioner Price asked if Gary Donaldson could review the last slide again.

1 Gary Donaldson did so.

2 Commissioner Dorosin said some people turned down awards, and asked if these funds  
3 would be distributed amongst other recipients, or be used at another time.

4 Gary Donaldson said the recommendation is to roll those funds into a phase two. He  
5 said these awards were distributed with care given to equity, and he expects there are many  
6 more businesses that will need future help.

7 Commissioner Dorosin said the list shows some business that received less than the full  
8 amount, or possibly nothing.

9 Gary Donaldson said there were some businesses that did not want a loan, and those  
10 that are listed at zero did not want a loan.

11 Commissioner Dorosin asked if some received less, it was because they wanted less.

12 Gary Donaldson said yes.

13 Commissioner Dorosin said it seems like people could have received more if there is  
14 excess funding, and the goal is to get the money out as quickly as possible.

15 Gary Donaldson said many disbursements were made electronically.

16 Bonnie Hammersley referred to the CARES ACT money, and said the County submitted  
17 its application last week and will receive the CARES ACT money before the plan is submitted.  
18 She said this money is moving, and will not take months. She said the \$36,000 can be rolled  
19 up in it, and hopefully reach more people than this time. She said the CARES ACT money  
20 must be given out as grants, not loans.

21 Chair Rich clarified that the recommendation is for the BOCC to receive the report this  
22 evening, and asked if staff is recommending using some of the CARES ACT money for the next  
23 round.

24 Bonnie Hammersley said no, and in the plan there will be monies for small business  
25 grants. She said the plan is forthcoming, likely next week.

26 Commissioner Price said there were only 27 applicants that made it through the  
27 approval process, as opposed to there not be enough funds to give to more applicants.

28 Gary Donaldson said that is correct.

29 Commissioner Bedford said 244 people completed applications, but only 27 qualified  
30 awards, so there are 217 applicants who are not happy. She said she agreed with Gary  
31 Donaldson that the criteria should be lucent. She agreed with the Manager about assessing the  
32 needs with the Department heads, and said the best way to stimulate the economy is to get  
33 money into the hands of people to be spent; specifically poor people. She asked if there is a  
34 way to have a net worth eligibility requirement. She said she feels conflicted on parts of this  
35 topic.

36 Commissioner Dorosin said he feels the County should have given all of the monies out,  
37 as this was an emergency proposal. He said he favored reducing the criteria, and looks  
38 forward to moving quickly on the next round.

39 Commissioner Bedford said she has clients who have received PPP funds from the  
40 federal government, and she thinks those people should be screened out, and then give priority  
41 to those who did not receive those funds.

42 Gary Donaldson said this could be done.

43 Commissioner Price said there are small businesses that are family owned, and do not  
44 have relationship with financial institutions, and could not have taken advantage of the PPP  
45 funds. She said she would like to reach out to these businesses specifically.

46

## 47 **8. Consent Agenda**

48

### 49 **• Removal of Any Items from Consent Agenda**

50 Chair Rich – Item 8e

1  
2     • **Approval of Remaining Consent Agenda**

3  
4           A motion was made by Commissioner Dorosin, seconded by Commissioner Greene to  
5 approve the remaining items on Consent Agenda.

6  
7 **VOTE: UNANIMOUS**

- 8  
9     • Discussion and Approval of the Items Removed from the Consent Agenda

10  
11     **e. Fiscal Year 2019-20 Budget Amendment #10**

12           The Board approved budget and capital project ordinance amendments for fiscal year  
13 2019-20 for Department on Aging; Department of Social Services; Non-Department – Juvenile  
14 Crime Prevention Council (JCPC); Health Department; Housing and Community Development;  
15 and Animal Services.

16           Chair Rich said wanted to point out that DSS received \$7155 in community giving  
17 donations for their food pantry and school supplies, and she wanted to share the Board's  
18 appreciation for these donations.

19  
20           A motion was made by Commissioner Dorosin, seconded by Commissioner Price to  
21 approve budget and capital project ordinance amendments for fiscal year 2019-20.

22  
23 **VOTE: UNANIMOUS**

24  
25     **a. Minutes**

26           The Board approved the draft minutes from April 23 and 28, 2020 as submitted by the  
27 Clerk to the Board.

28     **b. Request for Road Additions to the State Maintained Secondary Road System for**  
29 **Sweetflag Lane in The Forest at Little River Subdivision**

30           The Board voted to make a recommendation to the North Carolina Department of  
31 Transportation (NCDOT), and the North Carolina Board of Transportation (NC BOT),  
32 concerning a petition to add Sweetflag Lane in The Forest at Little River Subdivision to the  
33 State Maintained Secondary Road System.

34     **c. Schools Adequate Public Facilities Ordinance – Approval and Certification of 2020**  
35 **Report**

36           The Board approved and certified the 2020 Schools Adequate Public Facilities Ordinance  
37 Technical Advisory Committee (SAPFOTAC) Report.

38     **d. Audit Contract Renewal Extension for Mauldin & Jenkins, LLC**

39           The Board voted to exercise the second of three one-year renewal options for Mauldin &  
40 Jenkins to perform audit services for Orange County pursuant to Request for Proposals (RFP)  
41 5215 of the original audit contract approved by Board of County Commissioners on March 22,  
42 2016; authorize the requisite County signatures as required by the North Carolina Local  
43 Government Commission; and authorize staff to pursue a new RFP during the upcoming year  
44 for audit services for Orange County beginning with the FY 2020-21 financial and compliance  
45 audit.

46     **e. Fiscal Year 2019-20 Budget Amendment #10**

47           The Board approved budget and capital project ordinance amendments for fiscal year 2019-20  
48 for Department on Aging; Department of Social Services; Non-Department – Juvenile Crime  
49 Prevention Council (JCPC); Health Department; Housing and Community Development; and  
50 Animal Services.

1 **f. Change in BOCC Meeting Schedule for 2020**

2 The Board approved changes to the Board of Commissioners' meeting calendar for 2020 to  
3 make the June 2020 BOCC meetings virtual.

4  
5  
6 **9. County Manager's Report**

7 Bonnie Hammersley said there will be a Budget Work Session on May 21<sup>st</sup>.

8  
9 **10. County Attorney's Report**

10 John Roberts said the General Assembly (GA) has been focused on Covid-19 issues,  
11 and today was the last day for local bills.

12  
13 **11. \*Appointments**

14 NONE

15  
16 Commissioner Marcoplos said Commissioner McKee proposed meeting in person on  
17 June 2<sup>nd</sup>, and asked if there is a status update on this. He said he is prepared to make a  
18 motion that the BOCC not meet in person.

19 Chair Rich said there is a State of Emergency in place that does not allow gatherings of  
20 more than 10 people.

21 Commissioner Marcoplos said he supported that, and now is not the time to get cavalier.

22 Commissioner McKee said it was a petition, and was in line with the governor's phasing  
23 in.

24 Commissioner Dorosin referred to the follow up list for petitions, and whether Chapel Hill  
25 Carrboro City Schools (CHCCS) has signed a janitorial contract. He said he still thinks a task  
26 force is needed to look into the issue of in house versus contract services, even if CHCCS has  
27 already signed a contract.

28 Commissioner Bedford said Commissioner Dorosin is misreading it, and the petition to  
29 have a task force created is still on the list.

30  
31 **12. Information Items**

- 32 • May 5, 2020 BOCC Meeting Follow-up Actions List

33  
34 **13. Closed Session**

35 NONE

36  
37 **14. Adjournment**

38  
39 A motion was made by Commissioner McKee, seconded by Commissioner Bedford to  
40 adjourn the meeting at 10:11 p.m.

41  
42 **VOTE: UNANIMOUS**

43  
44  
45 Penny Rich, Chair

46  
47  
48 Donna S. Baker  
49 Clerk to the Board

50

1  
2

1  
2  
3 **DRAFT**

**MINUTES  
BOARD OF COMMISSIONERS  
VIRTUAL BUDGET WORK SESSION  
May 21, 2020  
7:00 p.m.**

4  
5  
6  
7  
8  
9 The Orange County Board of Commissioners met for a Virtual Budget Work Session on  
10 Thursday, May 21, 2020 at 7:00 p.m.

11  
12 **COUNTY COMMISSIONERS PRESENT:** Chair Rich and Commissioners Jamezetta Bedford,  
13 Mark Dorosin, Sally Greene, Earl McKee, Mark Marcoplos, and Renee Price

14 **COUNTY COMMISSIONERS ABSENT:**

15 **COUNTY ATTORNEYS PRESENT:** John Roberts

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

19  
20 Chair Rich called the meeting to order at 7:00 p.m.

21  
22 Due to current public health concerns, the Board of Commissioners conducted a Virtual Budget  
23 Work Session on May 21, 2020 utilizing Zoom. Members of the Board of Commissioners  
24 participated in the meeting remotely. As in prior meetings, members of the public were able to  
25 view and listen to the meeting via live streaming video at [orangecountync.gov/967/Meeting-](http://orangecountync.gov/967/Meeting-Videos)  
26 [Videos](http://orangecountync.gov/967/Meeting-Videos) and on Orange County Gov-TV on channels 1301 or 97.6 (Spectrum Cable).  
27  
28

29 **1. FY 2020-21 Fire District Tax Rates, Pgs. 216-222**

- 30 • New Hope Fire District, Pg. 219
- 31 • Orange Rural Fire District, Pg. 220

32  
33 **2. Discussion of County Departments' FY2020-21 Recommended Budgets within the**  
34 **Public Safety, General Government, and Support Services Functional Leadership**  
35 **Teams (including Operations, Capital, and Fee Schedule Changes):**  
36

37 **Public Safety**

- 38 • Courts, Pg. 122
- 39 • Criminal Justice Resources, Pg. 123
- 40 • Emergency Services, Pg. 200
- 41 • Sheriff, Pg. 331
- 42 • Non-Departmental, Pg. 289

43  
44 **General Government**

- 45 • Board of County Commissioners, Pg. 74
- 46 • Board of Elections, Pg. 78
- 47 • County Attorney, Pg. 110
- 48 • County Manager, Pg. 113
- 49 • Register of Deeds, Pg. 327

- Tax Administration, Pg. 361
- Non-Departmental, Pg. 273

#### Support Services

- Asset Management Services, Pg. 66
- Community Relations, Pg. 101
- Finance and Administrative Services, Pg. 211
- Human Resources, including Employee Pay & Benefits, Pg. 248 and Appendix A, Pg. 367
- Information Technologies, Pg. 256
- Non-Departmental, Pg. 292

Travis Myren made the following PowerPoint presentation:

#### Budget Work Session #2

#### County Fire Districts

#### Public Safety

#### General Government

#### Support Services

#### May 21, 2020

#### Virtual Meeting

#### County Fire Tax District Map

- 12 Fire Tax Districts
- Different from Primary Response Districts
- Total Fire District Expenditures \$6,626,480
- Increase of \$313,760 over FY2019-20

#### Fire District Recommendations

Fire District Tax Rates				
	FY2019-20	FY2020-		
	Tax	21	Rec.	Difference
	Rate	Tax Rate		
Cedar Grove	8.10		8.10	0.00
Chapel Hill	14.91		14.91	0.00
Damascus	10.80		10.80	0.00
Efland	6.78		6.78	0.00
Eno	9.68		9.68	0.00
Little River	5.92		5.92	0.00
New Hope	9.94		10.67	0.73
Orange Grove	6.81		6.81	0.00
Orange Rural	9.15		9.48	0.33
South Orange	9.68		9.68	0.00
Southern Triangle	10.80		10.80	0.00

White Cross	12.37	12.37	0.00
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1  
2  
3 **Fire District Recommendations**

4 **Recommended Fire Tax Rates and Revenue (Chart)**

5  
6 **Fire District Recommendations**

- 7 • District Requests – pages 219 & 220
- 8     ○ New Hope Fire District
- 9         – 0.73 cent Increase Requested to 10.67 cents
- 10         – Rate Increase Generates - \$51,867
- 11         – Restructure and Add Three (3) Paid Staff
- 12     ○ Orange Rural Fire District
- 13         – 0.33 cent increase from 9.15 cents to 9.48 cents
- 14         – Rate Increase Generates - \$49,480
- 15         – Add Full Time Fire Chief Position & Increasing Workers
- 16             Compensation
- 17         – Apply \$89,000 from Fund Balance for Fire Suppression
- 18             Equipment and Chief's Vehicle

19  
20 Charles Bowden said these funds will be used to increase and restructure staff. He said  
21 it is very difficult to find volunteer firefighters.

22 Jeff Cabe, Orange Rural Fire, said this all looks good. He said his department had a  
23 significant increase in workers comprehension, due to the death of a firefighter. He said this  
24 should go back down in about 5 years.

25 Travis Myren resumed the PowerPoint presentation:

26  
27 **CIP Questions-** these will be action items the Orange County Board of Commissioners will  
28 consider for future budget amendments.

- 29 • Future Action Items
- 30     ○ Tankless/On-demand Hot Water Heater at the Seymour Center p. 38 CIP
- 31         – Up to 24% More Efficient
- 32         – New Quote = Same Price as Traditional Gas Fired Units
- 33         – **Amend Major Plumbing Repairs Project to Reflect an On-**
- 34             **Demand System for the Seymour Center**
- 35         – **No Change in Recommended Cost**
- 36 • Future Action Items
- 37     ○ Library Roof Replacement p. 44 CIP
- 38         – Staff Error
- 39         – Roof is not at End of Life and is Performing According to Design
- 40         – New Roof Asset Management Program Study to Prioritize Future
- 41             Projects
- 42         – **Amend Roofing and Building Façade Project to Remove**
- 43             **Design Costs of \$25,000 from FY2020-21 Project**
- 44             **Recommendations and \$250,000 from the FY2021-22 Project**
- 45             **Recommendations**
- 46 • Future Action Items
- 47     ○ Morgue Project p. 53 & 54 CIP
- 48         – Original Scope Proposed Reuse of 4,200 sq. ft. Existing Building
- 49         – Fully Operational Morgue Requires Approximately 1,000 sq. ft.

- 1 – Attaching Morgue to New EMS Substation is More Efficient than a
- 2 Standalone Option
- 3 – New Project Scope and Costs Include Deconstruction of Existing
- 4 Facility
- 5 – **Amend the EMS Substation Project included in the**
- 6 **Recommended FY2020-21 CIP to Reduce the Morgue Portion**
- 7 **of the EMS Substation Project from \$1.2 million to \$525,000**
- 8

## 9 Public Safety

### 10 • **Courts – page 122**

- 11 – Decrease of \$7,500 for the Jury Master List which is Funded Every Other Year
- 12 – CIP Projects for Justice Facility - p. 33 & 39 CIP
  - 13 ○ Generator Projects – \$450,000
    - 14 – Fully Energize Justice Facility during Power Disruption
    - 15 – Current Unit Only Services Sheriff's Office
  - 16 ○ Old Courthouse Square - \$20,000
    - 17 – Design of Restoration Activity in Future Years
    - 18 – Total Restoration Budget - \$630,000

19  
20 Mark Kleinschmidt, Clerk of Court, said the County's response to the Court's needs has  
21 never been met as well as it was this past year, noting that previous years received good  
22 support as well. He thanked the Board of County Commissioners (BOCC) and County staff for  
23 its support of court operations.

24 Commissioner McKee referred to on demand hot water system versus conventional, and  
25 asked if there is a known life span differential.

26 Travis Myren said the research shows no difference in terms of life cycle or costs. He  
27 said there might be some extra piping, but that is covered in the proposed costs. He resumed  
28 the PowerPoint presentation:

## 29 Public Safety

### 30 • **Criminal Justice Resource Department – page 123**

- 31 ○ Total Recommended Expenditure Budget - \$735,949
  - 32 – Offset by \$461,328 in ABC Board Revenues
- 33 ○ Lethality Assessment Protocol Project - \$60,000
  - 34 – CJRD to Oversee Contract with Compass Center
  - 35 – On Scene, Evidence Based Risk Assessment by Law
  - 36 Enforcement
  - 37 – Training Provided by Attorney General's Office
  - 38 – Immediate Connection to Domestic Violence Service Provider for
  - 39 Officer and Victim
  - 40 – Contract Funds Staffing for a New Domestic Violence Hotline
    - 41 » \$60,000 in FY2020-21
    - 42 » \$30,000 in FY2021-22
    - 43 » Compass Center to Fund with Grants Thereafter

44  
45  
46 Commissioner McKee asked if this grant is a revolving grant, or an annual grant.

47 Travis Myren said it is an annual grant, with a steady revenue stream.

48 Commissioner Greene said this program will be very helpful moving forward.

49  
50

1 Travis Myren resumed the PowerPoint presentation:  
2

3 **Public Safety**

- 4 • **Criminal Justice Resource Department – page 123**  
5 ○ Restoration Legal Counsel Program  
6 – 16,000 Orange County Residents with Suspended Drivers  
7 Licenses  
8 – 3,000 of those Suspensions Result from Failure to Comply with  
9 Traffic Fines and Court Fees  
10 – Free Legal Services to Reduce or Eliminate a Traffic Fee or Fine  
11 – Expunction Relief to Purge Criminal Record  
12 – Means Tested Service Eligibility  
13 ○ Program Performance  
14 – Started in October 1, 2019  
15 – 250 Referrals in FY2019-20  
16 – 40% of Referrals Received Restoration Relief  
17 – 420 Referrals Expected in FY2020-21  
18

19 **Public Safety**

- 20 • Criminal Justice Resource Department – page 123  
21 – Pretrial Services Performance-graph  
22

23 **Public Safety**

- 24 • Criminal Justice Resource Department – page 123  
25 – Criminal Case Assessment -graph  
26

27 Commissioner Price referred to the lethality project slide, and asked if it is known where  
28 this would go in the chart.

29 Travis Myren referred to page 289-291, and said it is in the Public Safety Non-  
30 Departmental Section.

31 Commissioner Price said the Department requested \$198,000 for operations, but the  
32 Manager recommended \$93,000. She asked if the proposed use of the money could be  
33 identified.

34 Travis Myren said staff is not recommending any general fund funded positions.

35 Caitlin Fenhagen, Criminal Justice Resource Director, said the original plan was to start  
36 earlier with the Compass Center, with more funding, but that was reduced due to Covid-19.

37 Caitlin Fenhagen said she is very excited about the lethality assessment protocol, and  
38 the state is offering free training. She said it requires a great deal of collaboration amongst all  
39 local law enforcement. She said it will be worth it, and highly valuable. She said this program is  
40 evidence based, and has shown to reduce lethality in domestic violence cases.

41 Caitlin Fenhagen said the jail population has been greatly reduced, through the  
42 collaboration of all involved.

43 Commissioner Dorosin asked if there is any update of the Restoration Relief program.

44 Caitlin Fenhagen said it has been terrific, and the Judges all respect the staff involved.  
45 She said referrals have slowed due to Covid-19.

46 Travis Myren asked if MAR could be defined.

47 Caitlin Fenhagen said it stands for Motion for Appropriate Relief, and there are people  
48 serving state prison sentences that are vulnerable to Covid-19, or are close to the end of their  
49 sentences, who can be released early. She said support is being provided when people return  
50 home.

1 Travis Myren resumed the PowerPoint presentation:  
2

3 **Public Safety**

- 4 • Emergency Services – page 200  
5 ○ Total expenditure budget - \$11,816,610  
6 – Total County Costs Increased by \$455,091 from FY2019-20  
7 Budget  
8 ○ Emergency Management Planner  
9 – Added by Reclassification in FY2019-20 to Assist in COVID  
10 Response  
11 ○ Recurring Capital - \$198,000  
12 – Ambulance Outfitting, Equipment Replacement  
13 – Approximately the Same as FY2019-20  
14 ○ 911 Software Upgrade - \$190,000  
15 – Mandatory due to VIPER Changes  
16

17 **Public Safety**

- 18 • EMS Revenue – Collected by Tax Administration (graph)  
19

20 **Public Safety**

- 21 • Emergency Services – page 200  
22 ○ Community Paramedic Program Performance  
23 ○ Population Served  
24 – Falls at Home  
25 – Congestive Heart Failure & Chronic Obstructive Pulmonary  
26 Disease (COPD/Emphysema)  
27 – Substance Abuse/Overdose Follow-up  
28 ○ Program Outcomes  
29 – 27 Unique Patients; 39 Total Visits  
30 – Community Paramedic Visits Suspended due to COVID-19  
31 – Patients with One (1) Initial Encounter Did Not Call 911 Again with  
32 Same Complaint  
33

34 **Public Safety**

- 35 • Emergency Services – page 200  
36 – Emergency Medical Services Performance Measures (graph)  
37

38 Commissioner Dorosin referred to the two full time community paramedic positions only  
39 doing 39 visits, and said that seemed low to him.

40 Dinah Jeffries, EMS Director, said she did not hire the positions until mid September,  
41 and one was a re-classification, and one was a new hire. She said they did not start visits until  
42 October/November, and then Covid-19 hit and they were pulled to do duty at the EOC.

43 Commissioner Dorosin said he was wondering if this is the best use of these services.  
44

45 Travis Myren resumed the PowerPoint presentation:  
46

47 **Public Safety**

- 48 • Emergency Services – page 200  
49 – Emergency Medical Services Wheels Rolling Time (graph)  
50

1 **Public Safety – CIP**

- 2 • EMS Substation and Morgue – p. 53 CIP
- 3 – Efland Substation Replaces Station #4 on Mt. Willing Road
- 4 • 24 Hour Substation
- 5 • 5,000 sq. ft.; Two Ambulance Bays; Sleeping Quarters for Four Staff
- 6 • PV Panels – 61 kW System with 11-13 Year Payback
- 7 • Total Cost - \$2.3 million
- 8 – Morgue Project
- 9 • Revised Cost from \$1.2 million to \$575,000
- 10 • Provides Fully Functional 1,000 sq. ft. Facility
- 11 • Attached to the Substation for Shared Site Work and Infrastructure
- 12 – Public Safety – CIP
- 13

14 Dinah Jeffries said she is proud of her team and Orange County, and appreciates  
15 everything that the County has done for her department. She said her staff is tired, but  
16 dedicated, and Orange County has one of the best Emergency Services departments in the  
17 state, and maybe in the U.S. She said her staff is thankful to the Orange County Board of  
18 Commissioners.

19 Chair Rich said she has been working closely with EMS on Covid-19, and she thanked  
20 the department for its great efforts. She said this is EMS week.

21 Commissioner Dorosin referred to page 220, and said the organizational chart shows  
22 one community paramedic. He asked if the other one listed elsewhere in the organization.

23 Travis Myren said this is probably due to the timing of the publication. He resumed the  
24 PowerPoint presentation:

25

26 **Public Safety**

- 27 • **Sheriff – page 331**
- 28 • Total expenditure budget - \$14,803,705
- 29 – Net County Cost Increase of \$727,614 over FY2019-20 Budget
- 30 • Classification and Compression Work in FY2019-20-chart
- 31

32 **Public Safety**

- 33 • Sheriff – page 371- Sheriff's Office Calls for Service (chart)
- 34

35 **Public Safety**

- 36 • Sheriff – page 371- Average Scene Time (chart)
- 37

38 **Public Safety**

- 39 • Sheriff – page 371- Response Time (chart)
- 40

41 Commissioner Price referred to the slide with the projections of number of calls, and  
42 asked if there is a current update.

43 Travis Myren said he can get that information. He said on an annualized basis there  
44 would be 13,000 calls. He said this goes from July 2019 to early May 2020.

45 Commissioner Price asked if the calls are around 30,000 now.

46 Travis Myren said the high twenties.

47 Commissioner Price asked if there is a reason for the increase in response time.

48 Travis Myren said it is about stable.

49 Sheriff Blackwood said there are many factors that go into this, but the main reason is  
50 that his department is spending a lot more time with investigative measures at the scene, due to

1 increased technological resources. He said there has been a dramatic increase in domestic  
2 calls, and the lethality protocol will increase the time spent even further. He said it is not taking  
3 longer to get to the call, but rather more time is being spent with the people involved in the call.

4 Commissioner McKee said domestic calls are up, and asked if that is the main reason  
5 for the increase in the volume of calls.

6 Sheriff Blackwood said no, there are several factors increasing the number of calls. He  
7 said there are more people in the county than before; there is a level of trust within the  
8 community; and the Sheriff is asking people to call for help. He said this number is a good  
9 thing.

10 Commissioner McKee asked if the number of calls was putting more stress on his staff.

11 Sheriff Blackwood said if he does his job appropriately, he takes the pressure so his  
12 deputies do not have to. He said he pays close attention to his staff, and there are measures in  
13 place to offer support to those who need it, or may be overwhelmed. He said officers from  
14 around the state want to come to work in Orange County, which is a compliment.

15 Sheriff Blackwood said Covid-19 has brought many of their departments together  
16 though the pandemic, and it has been challenging, but all are working together.

17 Sheriff Blackwood expressed thanks for the support his office has received from County  
18 staff and the Orange County Board of Commissioners. He said he hopes some of the practices  
19 put in place due to Covid-19 may continue. He said the efficiency is amazing.

20 Travis Myren resumed the PowerPoint presentation:

## 21 22 **Public Safety**

- 23 • Non-Departmental Expenditures – page 289
  - 24 – Lethality Assessment Protocol - \$60,000
  - 25 – Juvenile Crime Prevention Council Match - \$24,408
    - 26 • Required 30% County Match
    - 27 • Driven by Additional Funding for Organizations due to Raise the Age
    - 28 Legislation

29  
30 Commissioner Dorosin said the BOCC voted to add a position to the Sheriff's office for  
31 an SRO at Eno River Charter School, and asked if there was any update.

32 Sheriff Blackwood said the position has been filled, and the agreement was for a yearly  
33 renewable contract. He said the school wants to continue with it.

34 Travis Myren said almost all public safety positions would be exempt from the hiring  
35 freeze, especially those with a funding stream. He resumed the PowerPoint presentation:

## 36 37 **General Government**

38 **(Donna Baker was in attendance)**

- 39 • **Board of County Commissioners – page 74- 7:47pm**
  - 40 • Total expenditure budget - \$987,832
    - 41 – Increase of \$1,703 over FY2019-20
  - 42 • Boards and Commissions Software Upgrade - \$25,000
    - 43 – Transfer from Board Technology Fund in CIP
  - 44 • Compensation Adjustment - \$12,709
    - 45 – Effective December 1, 2020
    - 46 – **Amendment Submitted to Eliminate December Adjustment**
  - 47 • Countywide Travel and Training Reduction – (\$25,400)

## 48 49 **General Government**

- 50 • Board of County Commissioners – page 75

- 1 • Performance Measures
- 2 – % of Contracts Completed within 15 Days of Department Request
- 3 » FY2019-20: 85%
- 4 » FY2020-21: 90%
- 5 – % of Agendas Published Electronically within 24 hours of Receipt
- 6 » FY2019-20: 100%
- 7 » FY2020-21: 100%
- 8 – % of Eligible Reappointments Submitted Prior to Term Expiration
- 9 » FY2019-20: 85%
- 10 » FY2020-21: 90%

## 11 General Government

### 12 • **Board of Elections – page 78**

- 13 • Total expenditure budget - \$843,363
- 14 – Net decrease of \$20,033 Compared to FY2019-20
- 15 • Reduction in Personnel and Operating Accounts
- 16 – One Countywide Election in FY2020-21

17  
18  
19 Commissioner Bedford thanked Rachel Raper, Elections Director, for sending  
20 information that there may be Care Act funding for the election, but asked if there will be  
21 increased costs for absentee voting postage, as well as cleaning supplies due to Covid-19.  
22 She said it is important to do everything possible so people can vote. She asked if the County  
23 can help in any way to insure that the BOE is not stuck with a time delay in getting necessary  
24 supplies

25 Rachel Raper said there is bill to be filed tomorrow about funding, and she is confident  
26 that the General Assembly (GA) did decide to match the funding.

27 Commissioner Bedford asked if there are plans in place of plans for voter information,  
28 such as registration and voting by mail. She said the website should have more clarification.

29 Rachel Raper said they are trying to use the wording “voting by mail,” which is a term  
30 that is used in western states, and the website does have information about how to do this.  
31 She said she will work with her partner departments to make sure absentee ballot request  
32 forms are available at County facilities.

33 Commissioner Bedford asked if one registers through the DMV, does one receive voting  
34 information through that process.

35 Rachel Raper said no, one does not receive voting by mail information, but does receive  
36 some information about voting. She said she would like to include the voting by mail  
37 information here as well. She said there are a lot of unknowns at this time, and faxing and  
38 emailing absentee ballots may be a possibility. She said more information will be forthcoming.

39 Commissioner Bedford asked if there is a process in place to get additional funds to a  
40 department quickly, while the BOCC is on summer break.

41 Bonnie Hammersley said staff would look at appropriated money and the Orange  
42 County Board of Commissioners would not be involved. She said, during the summer break,  
43 the Orange County Board of Commissioners allows the Manager authority, and then the Board  
44 approves budget amendments in the fall retroactively.

45 Chair Rich said Orange County sent a tweet out today with a link to get an absentee  
46 ballot.

47 Commissioner Price asked if the BOE provides postage for absentee ballots.

48 Rachel Raper said no, postage is not provided for voters to send back absentee ballots.

49 Commissioner Price asked if sending a ballot back in would require additional postage.

50 Rachel Raper said the outgoing is more expensive, and incoming only takes one stamp.

1 Commissioner Price asked if the department is hiring more staff for the upcoming  
2 election.

3 Rachel Raper said she is ramping up her seasonal temporary employees, which was  
4 originally expected to handle early voting sites; but now this workforce may be shifted to handle  
5 absentee ballots in the office.

6 Commissioner Price asked if more funds will be needed for advertising.

7 Rachel Raper said she is waiting to see what the General Assembly provides for  
8 direction first.

9 Commissioner Price asked if absentee voters will need a notary.

10 Rachel Raper said one usually needs a notary or two witnesses, but she will wait to view  
11 the GA bill first.

12 Commissioner Dorosin said he has heard that many temps who work the polls are  
13 elderly, and some counties are looking for alternative measures due to polling sites not being  
14 able to accommodate social distancing. He asked if Orange County is looking into any of this,  
15 and what has Rachel Raper heard from other areas.

16 Rachel Raper said she is waiting until mid-July to send out a poll to her poll workers to  
17 gauge where the "holes" are. She said she is looking in detail at the question of  
18 accommodating social distancing.

19  
20 Travis Myren resumed the PowerPoint presentation:

21  
22 **General Government**

23 • **County Attorney – page 110**

24 **John Roberts was in attendance**

- 25 • Total expenditure budget - \$666,764
- 26 – Decrease of \$9,268 Compared to FY2019-20
- 27 • Reduction in Litigation Expenses due to Settled Cases
- 28 – \$10,000 Reduction in Operating Budget

29  
30 **General Government**

31 • **County Manager – page 113**

- 32 • Total expenditure budget - \$2,946,480
- 33 – Reduction of \$8,235 Compared to FY2019-20
- 34 – Countywide Travel and Training Reduction
- 35 • Transfer *Partnership to End Homelessness* to Housing & Community
- 36 Development Department
- 37 – Improve Coordination of Continuum of Housing Related Services

38  
39 **General Government**

40 • **County Manager – page 117**

41 – **Arts Commission**

- 42 • Total Expenditure Budget - \$225,199
- 43 – Increase of \$13,771 due to Personnel Related Costs
- 44 • Performance Measures
- 45 – Arts Incubator at Eno River Mill
- 46 » 1<sup>st</sup> Tenant in March
- 47 » Four Studios Paying Rent
- 48 » One Studio Under Lease
- 49 » Four Vacant with Six on Waiting List (On Hold due to
- 50 COVID-19 Precautions)

- New Programs and Activities
  - Lead Coordinator for Local Roots Festival
  - Good Moon Festival
  - Art on the Hill Outdoor Exhibit(s)

## **General Government**

- **County Manager – page 119**
  - **Food Council**
    - Total Expenditure Budget - \$72,629
      - County Share: \$28,325
      - Moved to a Multiyear Fund to Preserve Unspent Funds
    - FY2019-20 Accomplishments
      - Pilot Compost Program at Two OCS Elementary Schools
      - Food Insecurity Report – BOCC Retreat
      - Active in COVID-19 Food and Agriculture Support Groups
      - Staff Liaison to Piedmont Food and Agricultural Processing Center

Commissioner Dorosin asked if there is a reason for personnel costs increasing under the Arts Commission, given the hiring freeze.

Travis Myren said this is for 2 reasons: 1.) there was a reclassification of a position; and 2.) recognition of the 2% across the board pay increase that was applied last year.

Commissioner Dorosin said he understands that these presentations are a lot of work, and recognizes the amount of effort that goes into them; but it is difficult to go back and forth between the presentation and the PowerPoint, and going forward, it would be helpful to include explanations on the slides, or in the summaries in the budget book.

Commissioner Price asked if the reclassification could be explained.

Travis Myren said when staff reviews positions and classifications, they sometimes recommend increases or decreases based on the review.

Commissioner Price asked if this is for increased responsibilities or to provide a raise.

Travis Myren said it is not a raise, but rather recognition of the responsibilities of the position, in comparison to other positions in the same classification schedule.

Travis Myren resumed the PowerPoint presentation:

- FY2020-21 New Programs and Activities
  - Gaps Analysis – Community Food Baseline Assessment
  - Development of Food Policy Agenda based on Gaps Analysis
  - Assist in Creation of a Community Data Index with Health Equity Council

## **General Government**

- **County Manager – page 115**
  - **Risk Management**
    - Increase Expenditures for Bonds and Insurance - \$37,685
    - Property insurance, general liability, public officials, employment, cyber
    - Increase expenditures for workers compensation – \$197,2
    - No Change in Budgeted Expenditures for UC - \$50,000 Base Budget

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## **General Government**

- **Register of Deeds – page 327**
  - Total expenditure budget - \$1,093,958
    - Net County Costs Decreased by \$347,063
    - Remains a Net General Fund Contributor - \$1,163,755
  - Revenue Increase - \$425,000
    - Excise Stamps and Register of Deeds Fees-chart
    - Recommended Increase Moderated from ROD Request by 5%

## **General Government**

- **Tax Administration – page 361**  
**Nancy Freeman was in attendance**
  - Total expenditure budget - \$3,895,052
    - Net County Cost Increase of \$71,600 over FY2019-20
  - Collection Rates Decreased for FY2020-21
    - Real and Personal Property – (0.5%)
    - Motor Vehicles – (0.5%)
  - COVID-19 and the 2021 Revaluation
    - Field Work is Ongoing but Slightly Behind Schedule
    - Ongoing Review of Sales Data
    - Final Assessed Values Established in January 2021

Bonnie Hammersley referred to the Arts Commission, and said the revised budget is used as the base budget, and that is where the \$13,000 came in. She said there was a drop in revenue from the revised budget to the recommended budget, which was about \$8000. She said when revenues drop, there is an increase in the County's costs.

Travis Myren resumed the PowerPoint presentation:

## **General Government**

- Sales Tax Collections
  - Projected COVID-19 Impact for Last Three Months of FY2019-20 – (\$1.68 million)
  - Projected 12 Month Collections for FY2020-21 Down 4.5% from FY2019-20 Budget and 10% from Previous Projections

## **General Government**

- Tax Administration – Tax Base History (chart)

## **General Government**

- Assessed Home Value by Tax Jurisdiction (chart)
  - Based on 2018 Revaluation

## **General Government**

- Tax Administration - Tax Rate History (chart)

## **General Government**

- Emergency Measures Used to Delay Tax Rate Increase (chart)
  - Many One Time or Unsustainable

- Multi-Year Plan Required to Replace One Time Revenues/Transfers with Sustainable Revenue

#### General Government

- Non-Departmental – page 273
  - No budget changes

#### Support Services

- **Asset Management Services – page 66**  
**Steve Arndt, Asset Management Services Director, was in attendance**
  - Total expenditure budget - \$5,337,736
    - Increase of \$516,091 over FY2018-19 Budget
  - Annualizing Building Leases - \$388,900
  - No Changes to Utility Accounts

#### Support Services

- **Community Relations – page 101**  
**Todd McGee, Community Relations Director, was in attendance**
  - Total expenditure budget - \$289,588
    - Increase of \$762 Compared to FY2019-20 Budget
  - No Significant Budget Changes

#### Support Services

- **Finance and Administrative Services – page 211**  
**Gary Donaldson, Chief Financial Officer, was in attendance**
  - Total expenditure budget - \$1,606,253
    - Increase of \$71,535 Over FY2019-20 Budget
  - Annualize 1.0 FTE Financial Systems Administrator
    - Added by Budget Amendment in FY2019-20
  - Key Performance Indicators Focused on Efficiency
    - % of Invoices Not Paid within 30 Days
    - \$ amount of Revenues Not Recorded within 30 days

#### Support Services

- SMART Goal Feature Coming in FY2020-21

#### Support Services

- **Human Resources – page 248**  
**Brenda Bartholomew, Human Resources Director, was in attendance**
  - Total expenditure budget - \$1,006,264
    - Increase of \$3,307 over FY2019-20 Budget
  - Employee Pay and Benefits – page 367
    - COVID-19 Response Measures
      - Hiring Freeze
      - No General Wage Adjustment
      - Suspend Employee Performance Adjustments
      - Suspend Conference, Training, and Travel
    - Mandated Cost Increases
      - Post-65 Retiree Insurance Increase - \$106,003
      - Dental Insurance Increase - \$92,236

- Employer Retirement Contribution - \$800,000

### Support Services

- **Information Technologies – page 256**

- **Jim Northrup, Chief Information Officer, was in attendance**

- Total expenditure budget - \$3,846,104
      - Decrease of \$230,510 Compared to FY2019-20
    - Software Maintenance and Licenses
      - Decrease of \$247,115 due to Use of Multiyear Contracts
      - Funds Maintenance for 118 Software Program

Commissioner Price asked if Jim Northrup is ordering more hot spots, or other things needed for emergency purposes.

Jim North said his department will be submitting its Covid-19 relief fund budget for next year, and it does include more.

Commissioner Dorosin asked if Chair Rich could address the changes included in Phase 2.

Chair Rich said executive order (EO) 141 came out last night. She said she met with the mayors, and sent out the amended Orange County EO today. She said the EO141 does not require customer service employees to wear masks, but Orange County's order does; as well as highly recommending customers coming into shops and restaurants to wear face coverings. She said the Governor required no more than 10 unrelated people at a table, but DHHS required no more than 6, so Orange County requires only 6 as well, and 10 if you are cohabitating. She said indoor gatherings are still limited to 10 people, and outside is 25 people. She said Orange County had this language included for weddings and funerals as well, but has since removed it as there is some worship that goes on in weddings and funerals Orange County did not want to infringe on anyone's right to worship. She said Orange County's EO is still in place until June 30<sup>th</sup>.

Commissioner Bedford said many people have passed away during this season, and traditional funerals could not be held. She said she wanted to recognize these families, and express sympathy for their losses.

Commissioner Marcoplos asked if there is general consensus from local law enforcement regarding people that are unwilling to follow the executive orders.

Chair Rich said Sheriff Blackwood, EMS, and fire chiefs have been a part of the EOC from the beginning, and only one citation has been given in Orange County so far. She said local law enforcement is here to educate not arrest. She said all have worked together in excellent partnership.

A motion was made by Commissioner Price, seconded by Commissioner Marcoplos to adjourn the meeting at 8:46 p.m.

Penny Rich, Chair

Donna S. Baker  
Clerk to the Board

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

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**SUBJECT:** Motor Vehicle Property Tax Releases/Refunds

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**DEPARTMENT:** Tax Administration

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**ATTACHMENT(S):**

Resolution  
Releases/Refunds Data Spreadsheet  
Reason for Adjustment Summary

**INFORMATION CONTACT:**

Nancy T. Freeman, Tax Administrator,  
(919) 245-2735

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**PURPOSE:** To consider adoption of a resolution to release motor vehicle property tax values for three taxpayers with a total of four 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 \$1,302.89 to Orange County, the towns, and school and fire districts. Financial impact year to date for FY 2019-2020 is \$24,212.33.

**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-2020-038

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, Donna Baker, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk to the Board of Commissioners

**BOCC REPORT - REGISTERED MOTOR VEHICLES  
JUNE 16, 2020**

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL EXPLANATION
Morello, Paul	53410114	2019	28,395	500	(465.59)	Antique plate (classification change)	
Piedmont Electric Membership	19849438	2019	36,410	0	(349.32)	Exemption (illegal tax)	
Thompson, Sherry	53381705	2019	21,000	21,000	(179.03)	*Situs error (clerical error)	
Thompson, Sherry	47487926	2018	36,150	36,150	(308.95)	*Situs error (clerical error)	
					<b>(1,302.89)</b>	<b>TOTAL</b>	

<b>Adjustment Descriptions</b>
<i>Clerical error G.S. 105-381(a)(1)(a): e.g. when there is an actual error in mathematical calculation.</i>
<i>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.</i>
<i>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.</i>
<i>Appraisal appeal G.S. 105-330.2(b): e.g. reduction in value due to excessive mileage or vehicle damage.</i>
<i>*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.</i>
<i>Classification GS 105-330-9(b): e.g. Antique automobiles are designated a special class of property under the NC Constitution.</i>
<i>The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.</i>
<i>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.</i>

**Military Leave and Earning Statement (LES):** Is a document given on a monthly basis to members of the United States military which reports their pay, home of record and service status. The LES is required when applying for exemption from Motor Vehicle Property Taxes. Active duty, non-resident military personnel may be exempt from North Carolina motor vehicle property tax as allowed by United States Code, Title 50, Service members' Civil Relief Act of 1940. (Amended in 2009 by The Military Spouse's Residency Relief Act)

**Titles and Brands: Section 1, Chapter 7**  
NCDMV Title Manual 14<sup>th</sup> Edition Revised January 2016

**Title:** Document that records the ownership of vehicles and the liens against them.

**Custom-Built:** A vehicle that is completely reconstructed or assembled from new or used parts. Will be branded "Specially Constructed Vehicle"

**Flood Vehicles:** A motor vehicle that has been submerged or practically submerged in water to the extent that damage to the body, engine, transmission or differential has occurred.

**Reconstructed Vehicles:** A motor vehicle required to be registered that has been materially altered from original construction due to the removal addition or substitution of essential parts.

**Salvaged Motor Vehicles:** Is a vehicle that has been damaged by collision or other occurrence to the extent that the cost of repairs exceeds 75% of fair market value, whether or not the motor vehicle has been declared a total loss by an insurer. Repairs shall include the cost of parts and labor, or a vehicle for which an insurance company has paid a claim that exceeds 75% of the Fair Market Value. If the salvaged vehicle is six model years old or newer, an Anti-Theft Inspection by the License and Theft Bureau is required.

**Salvage Rebuilt Vehicle:** A salvaged vehicle that has been rebuilt for title and registration.

**Junk Vehicle:** A motor vehicle which is incapable of operation or use upon the highways and has no resale value except as scrap or parts. The vehicle shall not be titled.

**Antique Vehicle:** A motor vehicle manufactured in 1980 and prior

**Commercial Trucking (IRP):** The International Registration Plan is a registration reciprocity agreement among jurisdictions in the US and Canada which provides for payment of license fee on the basis of fleet miles operated in various jurisdictions.

**Total Loss:** Repairs were more than the market value of the vehicle and the insurance company is unwilling to pay for the repairs.

**Total Loss/Rebuilt:** Whatever the repairs were to make the vehicle road worthy after a Total Loss status has been given. Vehicle must be 5 years old or older. Vehicle status then remains as salvaged or rebuilt.

**Certificate of Destruction:** NC DMV will not register this type of vehicle. It is not fit for North Carolina roads.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Property Tax Releases/Refunds

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**DEPARTMENT:** Tax Administration

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**ATTACHMENT(S):**

Resolution  
Releases/Refunds Data Spreadsheet

**INFORMATION CONTACT:**

Nancy T. Freeman, Tax Administrator,  
(919) 245-2735

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**PURPOSE:** To consider adoption of a resolution to release property tax values for five taxpayers with a total of seven bills that will result in a reduction of revenue.

**BACKGROUND:** The Tax Administration Office has received four taxpayer requests for release or refund of property taxes. North Carolina General Statute 105-381(b), "Action of Governing Body" provides that "upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the Taxing Unit shall within 90 days after receipt of such a request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct liability or notify the taxpayer in writing that no release or refund will be made". North Carolina law allows the Board to approve property tax refunds for the current and four previous fiscal years.

**FINANCIAL IMPACT:** Approval of this change will result in a net reduction in revenue of \$3,845.77 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-2020-039

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, Donna Baker, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
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  
 JUNE 16, 2020**

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL INFORMATION
Hill, Betty Jane Walters	1057691	2019	97,160	-	(899.20)	Assessed in error (illegal tax)	Previously disqualified from present-use value program, compliance evidence received
Hill, Betty Jane Walters	1057691	2018	97,160	-	(958.27)	Assessed in error (illegal tax)	Previously disqualified from present-use value program, compliance evidence received
Hill, Betty Jane Walters	1057691	2017	97,160	-	(1,019.81)	Assessed in error (illegal tax)	Previously disqualified from present-use value program, compliance evidence received
Johnson, Darius	1075588	2019	8,300	-	(421.39)	Assessed in error (illegal tax)	Gap bill: vehicle registered in Tennessee during gap period
Messier, Kyle	3176347	2018	4,900	-	(243.90)	Assessed in error (illegal tax)	Gap bill: vehicle registered in Texas during gap period
Newman, Reid Smith	3184909	2019	4,860	4,860	(121.45)	Assessed in error (illegal tax)	Gap bill: proof of registration provided for 31 months, adjusted from 74 to 43 months
Pyle, Christina	3182361	2019	4,360	-	(181.75)	Assessed in error (illegal tax)	Gap bill: vehicle registered in Massachusetts during gap period
				<b>Total</b>	<b>(3,845.77)</b>		
Gap Bill: A property tax bill that covers the months between the expiration of a vehicle's registration and the renewal of that registration or the issuance of a new registration.							
The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.							
Approval of the release or refund of the principal tax amount also constitutes approval of the release or refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.							

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Voluntary Agricultural District Designation – Multiple Farms

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**DEPARTMENT:** Environment, Agriculture, Parks  
and Recreation (DEAPR) – Soil  
and Water Conservation

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**ATTACHMENT(S):**

- 1) Overall Map, Applications and Maps

**INFORMATION CONTACT:**

David Stancil, (919) 245-2510  
Gail M. Hughes, (919) 245-2753  
Peter Sandbeck, (919) 245-2517

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**PURPOSE:** To consider applications from two (2) landowners/farms to certify qualifying farmland within the White Cross Voluntary Agricultural District; and enroll the lands in the Orange County Farmland Preservation Program's Voluntary Agricultural District program.

**BACKGROUND:** Orange County's Voluntary Farmland Preservation Program was started in 1992. As of December 31, 2019, there are 121 farms; in both the Voluntary Agricultural District (VAD) and the Enhanced Voluntary Agricultural District (EVAD) program; totaling 15,434\* acres.

The County's Voluntary Farmland Protection Ordinance (VFPO) outlines a procedure for the Agricultural Preservation Board to review and approve applications for qualifying farmland, and to make recommendations to the Board of Commissioners concerning the establishment and modification of agricultural districts. Section VII of the VFPO contains the requirements for inclusion in a voluntary agricultural district. To be certified as qualifying farmland, a farm must:

- a) Be located in the unincorporated area of Orange County;
- b) Be engaged in Agriculture as that word is defined in NCGS 106-581.1
- c) Be certified by the Natural Resources Conservation Service (NRCS) of the United States Department of Agriculture as being a farm on which at least two-thirds of the land is composed of soils that are best suited for providing food, seed, fiber, forage, timber, forestry products, horticultural crops and oil seed crops;
- d) Be managed in accordance with the Natural Resources Conservation Service and NC Soil and Water Conservation Service defined erosion-control practices that are addressed to said highly-erodible land; and have a current conservation farm plan and/or forestry management plan associated with the current usages and owner;
- e) Be the subject of a non-binding conservation agreement, as defined in N.C.G.S. §121-35, between the County and the owner that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable County zoning and subdivision regulations.

The Orange County Agricultural Preservation Board reviewed the findings of the staff assessments for the attached applications for the Orange County Voluntary Agricultural District

program at the January 2020 meeting. All farm applications were reviewed and verified to have met or exceeded the minimum criteria for certification into the program.

The Agricultural Preservation Board voted unanimously to recommend approval of the certification for these two (2) farms, and their inclusion in the Voluntary Agricultural District program. The certification documentation is on file in the DEAPR/Soil and Water Conservation District office. The farms are described briefly below:

**Brief Farm Descriptions:**

- 1) Owner James W. Rogers has submitted an application to enroll two (2) parcels of land totaling 46.05 acres as qualifying farmland for the Voluntary Agricultural District (VAD) program in the White Cross Agricultural District. The farm operation includes corn, wheat, soybeans, and hay crops. The farm has been evaluated against each of the VAD certification requirement standards and meets or exceeds all of the measures above.
- 2) Owners Betsy Pierce and Gaston Pierce have submitted an application to enroll two (2) parcels of land totaling 50.8 acres as qualifying farmland for the Voluntary Agricultural District (VAD) program in the White Cross Agricultural District. The farm operation includes wheat, corn, and soybean crops. The farm has been evaluated against each of the VAD certification requirement standards and meets or exceeds all of the measures above.

**FINANCIAL IMPACT:** There is no fiscal impact associated with this item. Voluntary Agricultural Districts are non-monetary and non-binding conservation agreements.

**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.

The Orange County Voluntary Agricultural District Program ordinance conserves, protects and encourages the preservation and improvement of agricultural land within the County boundaries as a critical component of the County's cultural and rural character and its economy by virtue of the production of food, fiber and other products. The purpose of this Ordinance is to reduce the loss of productive and existing farmland by promoting agricultural values and the general welfare of the County, recognize the existence of important farmlands by seeking to minimize risks of nuisance suits that arise from the onset of other land uses, encourage participation in voluntary programs to preserve and protect farmland from non-farm development and increase identity and awareness of the agricultural community, and its role in the economic and cultural quality of life for all County residents. (from the Orange County Farmland Preservation/VAD Program Ordinance)

**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.

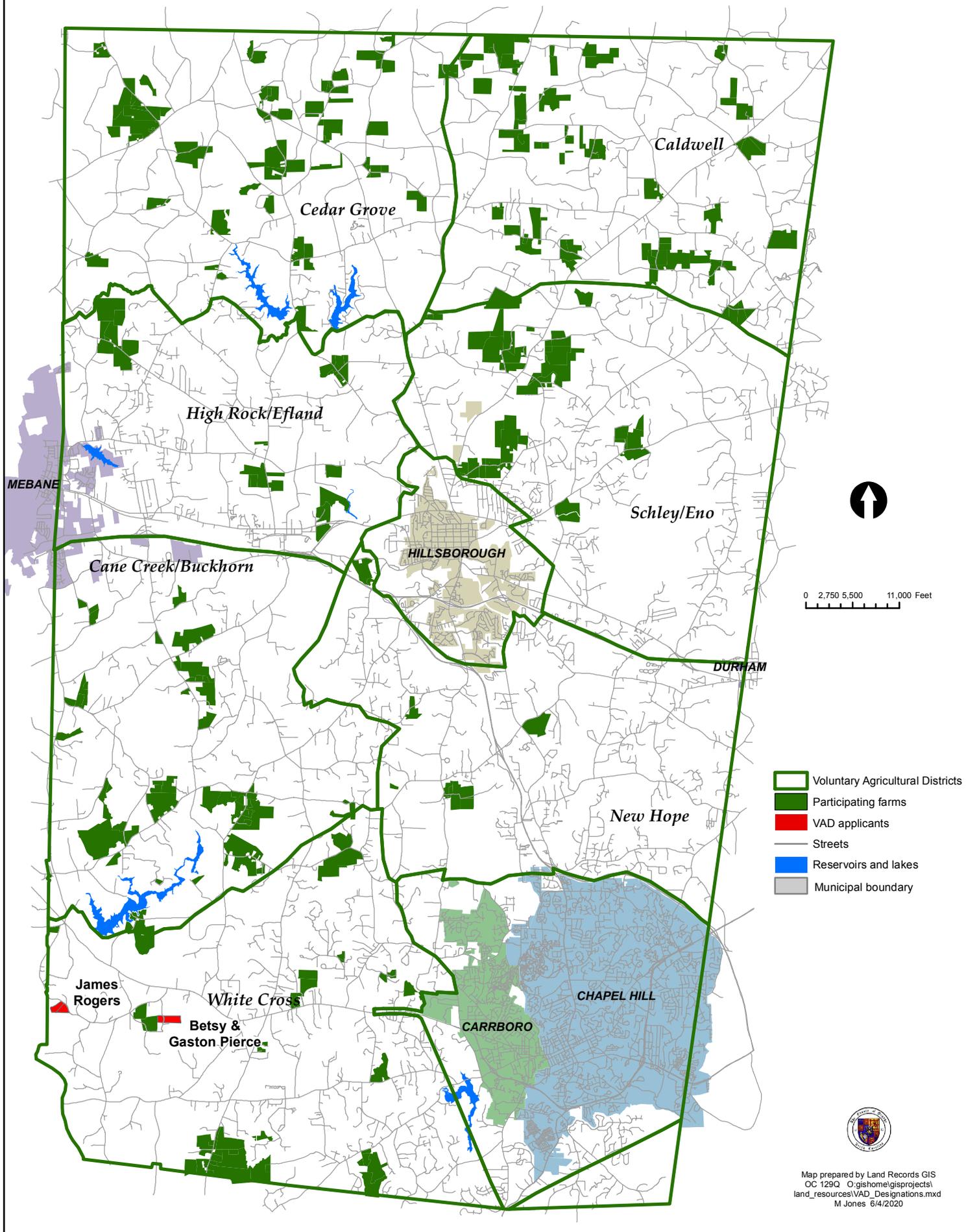
Enrollment of the proposed farms into the Voluntary Farmland Preservation Program will promote farmland protection, protect natural resources and air quality throughout the county, and minimize greenhouse gases.

**RECOMMENDATION(S):** The Manager recommends that the Board certify the two (2) farm properties noted above totaling 96.9 acres\*; designate them as Voluntary Agricultural District farms within the White Cross Voluntary Agricultural District; and enroll the lands in the Orange County Farmland Preservation Program's Voluntary Agricultural District (VAD) program.

With approval of these acres, the Orange County Farmland Preservation program, will have enrolled 123 farms; totaling 12,965 acres\* in the VAD and 2,566\* acres in the EVAD for a total of 15,531 acres\* in the program.

\*acres are rounded numbers

# Voluntary Agricultural Districts



Application for Orange County  
Farmland Preservation Program  
Voluntary and Enhanced Voluntary Agricultural District Program

**INSTRUCTIONS:**

Before completing the application, please review the VAD/EVAD brochure provided;  
Complete the form as completely as possible; sign and date the form, and return to:

Gail M. Hughes  
Orange County Dept. of Environment, Agriculture, Parks and Recreation  
Soil and Water Conservation Division  
P.O. Box 8181 (306 Revere Road)  
Hillsborough, NC 27278

**APPLICANT:**

Name: James W. Rodgers Sr.  
Address: 7802 Morrow Mill Rd.  
City: Chapel Hill State: NC Zip Code: 27516  
Phone Number (Day): 919 698 0162 (Evening): 919 698 0162  
E-Mail: none

**PROPERTY INFORMATION:**

Property Location/Address(s): 7802 Morrow Mill Rd.

Agriculture District /Township: Bingham

Parcel Identification Number (PIN): 9729323146 Acres 22.8

Parcel Identification Number (PIN): 9729317772 Acres 23.1

Parcel Identification Number (PIN): \_\_\_\_\_ Acres \_\_\_\_\_

Total Number of Acres on all tracts of land: 45.9

Does this land have a plan on file with the USDA-Natural Resources Conservation Service or the NC Forest Service?

Yes: \_\_\_\_\_ No: X If "No", please complete back of form

Is the land enrolled in Present Use Value taxation program with Orange County Tax Office?

Yes: X No: \_\_\_\_\_ If "No", please complete back of form

**CONSERVATION AGREEMENT DETAIL of VAD and EVAD:**

**Voluntary Agricultural District (VAD)** conservation agreements are for a period of ten years. The landowner may revoke the agreement through a written request to the Orange County Agricultural Preservation Board. A Conservation Agreement for land within a Voluntary Agricultural District shall be automatically renewed for an additional term of ten years unless either the Agricultural Preservation Board or the landowner(s) gives written notice to the contrary prior to the termination date of the Conservation Agreement. At the end of each ten-year term, the Conservation Agreement shall automatically renew for an additional ten-year term unless notice of termination is given.

**Enhanced Voluntary Agricultural District (EVAD)** conservation agreements are for a period of ten years, but cannot be revoked during the term of the agreement. EVAD enrollment, however, offers landowners additional benefits such as a higher percentage of cost-share funds under the Agricultural Cost Share Program. A Conservation Agreement for an Enhanced Voluntary Agricultural District shall be deemed automatically renewed for an additional term of three years unless either the Agricultural Preservation Board or the landowner(s) gives written notice to the contrary prior to the termination date of the Conservation Agreement. At the end of each three-year term the Conservation Agreement shall automatically renew for an additional three-year term unless notice of termination is given.

**I [We] have read the Conservation Agreement details above and I [we] understand the benefits of the VAD and/or EVAD program.**

SIGNATURE James W. Rogers Sr

DATE 11/26/2019

I [WE] ARE SEEKING DESIGNATION AS A VOLUNTARY AGRICULTURAL DISTRICT

I [WE] ARE SEEKING DESIGNATION AS AN ENHANCED VOLUNTARY AGRICULTURAL DISTRICT

**OWNER[S] CERTIFICATION:**

I [We], the applicant[s] and landowner(s), hereby certify that, to the best of my [our] knowledge, the foregoing application is complete and accurate.

Signature: James W. Rogers Sr

Date: 11/26/2019

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Please complete this section for general information about your farm.**

- 1. How long have you owned and your farm? 68 years
- 2. How long have you lived on your farm? 68 years
- 3. How many acres on your farm are under cultivation? 35 acres (estimate)
- 4. What are the major crops you plant each year?  
hay land, wheat, corn, soybeans
- 6. How many acres on your farm are used for pasture? 15 acres (estimate)
- 7. How many acres on your farm are used for woodland/forestry? 8 acres (estimate)
- 8. If your family has owned and operated the farm over 100 years, would you be interested in the Century Farm Program? This is an Orange County and NC Dept. of Agriculture recognition program for family farms that have continued to farm for over 100 years.  yes  no

**Volunteer opportunity:**

The Orange County Agricultural Preservation Board (APB) is made up of volunteers, who are interested in the counties' agricultural concerns: protection, preservation, economic sustainability, and the future of farming and agricultural in Orange County.

If you are interested in being a potential member of the Agricultural Preservation Board, please indicate and signing below.

- Yes, please inform me when a position on the APB is available.
- No, thank you- not at this time.

Signature: James W. Roberts

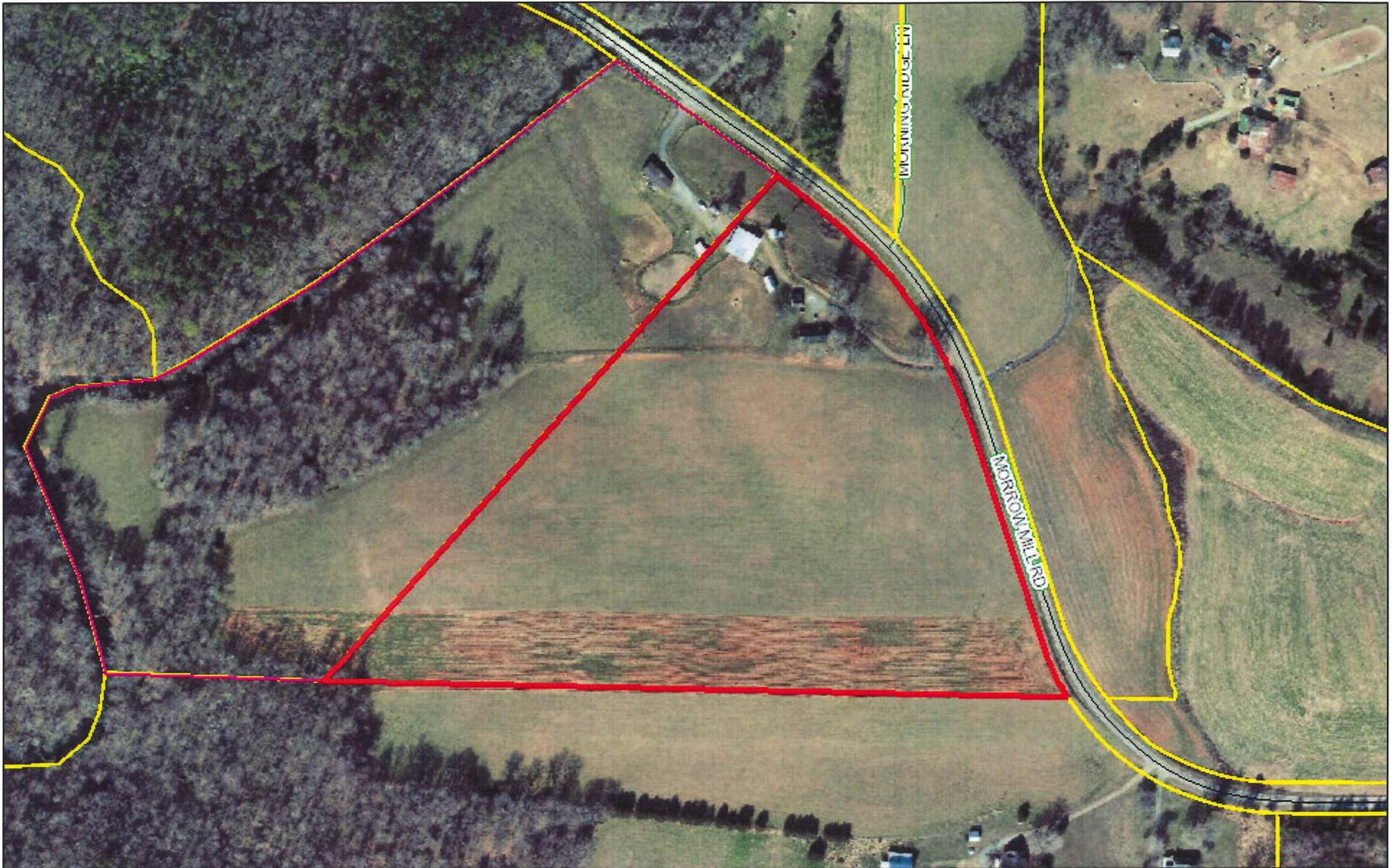
**For questions or more information, please contact:**

**Gail M. Hughes**  
 Orange County Department of Environment, Agriculture, Parks and Recreation  
 Soil and Water Conservation Division  
 P.O. Box 8181 (306 Revere Road)  
 Hillsborough, NC 27278 (919) 245-2753 (Office) (919) 644-3351 (fax)  
[ghughes@orangecountync.gov](mailto:ghughes@orangecountync.gov)

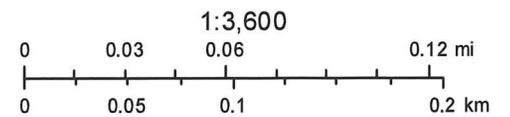
**For more detailed information about the Voluntary Farmland Program:**

Please refer to the Orange County Voluntary Farmland Preservation Program Ordinance, which can be found in Chapter 48 of the Orange County Code of Ordinances, at the following link: <http://library.municode.com/index.aspx?clientId=14983> or staff can provide a copy for you.

✓ application approved  
gmt  
12/18/19



January 10, 2020



**Application for Orange County  
Farmland Preservation Program  
Voluntary and Enhanced Voluntary Agricultural District Program**

**INSTRUCTIONS:**

Before completing the application, please review the VAD/EVAD brochure provided; Complete the form as completely as possible; sign and date the form, and return to:

Gail M. Hughes  
Orange County Dept. of Environment, Agriculture, Parks and Recreation  
Soil and Water Conservation Division  
P.O. Box 8181 (306 Revere Road)  
Hillsborough, NC 27278 [ghughes@orangecountync.gov](mailto:ghughes@orangecountync.gov)

**APPLICANT:**

Name: Gaston Pierce Edwin L. Pierce/Betsy Pierce  
Address: 6210 Gold Mine Loop  
City: Chapel Hill State: NC Zip Code: 27516  
Phone Number (Day): 919 619 1758 (Evening): 919 619 1758  
E-Mail: Fullthrottle44@msn.com

**PROPERTY INFORMATION:**

Property Location/Address(s): 6210 & 6311 Goldmine Loop  
Agriculture District /Township: Bingham

Parcel Identification Number (PIN):	<u>133</u>	Acres	<u>51</u>
Parcel Identification Number (PIN):	_____	Acres	_____
Parcel Identification Number (PIN):	_____	Acres	_____
Parcel Identification Number (PIN):	_____	Acres	_____
Parcel Identification Number (PIN):	_____	Acres	_____
Parcel Identification Number (PIN):	_____	Acres	_____

Total Number of Acres on all tracts of land: 51

Does this land have a plan on file with the USDA-Natural Resources Conservation Service or the NC Forest Service?

Yes: \_\_\_\_\_ No: X If "No", please complete back of form in process

Is the land enrolled in Present Use Value taxation program with Orange County Tax Office?

Yes: X No: \_\_\_\_\_ If "No", please complete back of form

**CONSERVATION AGREEMENT DETAIL of VAD and EVAD:**

**Voluntary Agricultural District (VAD)** conservation agreements are for a period of ten years. The landowner may revoke the agreement through a written request to the Orange County Agricultural Preservation Board. A Conservation Agreement for land within a Voluntary Agricultural District shall be automatically renewed for an additional term of ten years unless either the Agricultural Preservation Board or the landowner(s) gives written notice to the contrary prior to the termination date of the Conservation Agreement. At the end of each ten-year term, the Conservation Agreement shall automatically renew for an additional ten-year term unless notice of termination is given.

**Enhanced Voluntary Agricultural District (EVAD)** conservation agreements are for a period of ten years, but cannot be revoked during the term of the agreement. EVAD enrollment, however, offers landowners additional benefits such as a higher percentage of cost-share funds under the Agricultural Cost Share Program. A Conservation Agreement for an Enhanced Voluntary Agricultural District shall be deemed automatically renewed for an additional term of three years unless either the Agricultural Preservation Board or the landowner(s) gives written notice to the contrary prior to the termination date of the Conservation Agreement. At the end of each three-year term the Conservation Agreement shall automatically renew for an additional three-year term unless notice of termination is given.

**I [We] have read the Conservation Agreement details above and I [we] understand the benefits of the VAD and/or EVAD program.**

SIGNATURE *[Handwritten Signature]* DATE 11-26-19

I [WE] ARE SEEKING DESIGNATION AS A **VOLUNTARY AGRICULTURAL DISTRICT**

I [WE] ARE SEEKING DESIGNATION AS AN **ENHANCED VOLUNTARY AGRICULTURAL DISTRICT**

**OWNER[S] CERTIFICATION:**

I [We], the applicant[s] and landowner(s), hereby certify that, to the best of my [our] knowledge, the foregoing application is complete and accurate.

Signature: *[Handwritten Signature]* Date: 11-26-19

Signature: *[Handwritten Signature]* Date: 11-26-19

Signature: *Betsy W. Pierce* Date: 11-26-19

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please complete this section for general information about your farm.**

1. How long have you owned and your farm? 82 years *family owned*
2. How long have you lived on your farm? 41 years
3. How many acres on your farm are under cultivation? 40 acres (estimate)
4. What are the major crops you plant each year?  
wheat, corn, soybeans
6. How many acres on your farm are used for pasture? 2 acres (estimate)
7. How many acres on your farm are used for woodland/forestry? 1 acres (estimate)
8. If your family has owned and operated the farm over 100 years, would you be interested in the Century Farm Program? This is an Orange County and NC Dept. of Agriculture recognition program for family farms that have continued to farm for over 100 years.  yes  no

**Volunteer opportunity:**

The Orange County Agricultural Preservation Board (APB) is made up of volunteers, who are interested in the counties' agricultural concerns: protection, preservation, economic sustainability, and the future of farming and agricultural in Orange County.

If you are interested in being a potential member of the Agricultural Preservation Board, please indicate and signing below.

Yes, please inform me when a position on the APB is available.

No, thank you- not at this time

Signature: *[Handwritten Signature]*

**For questions or more information, please contact:**

**Gail M. Hughes**

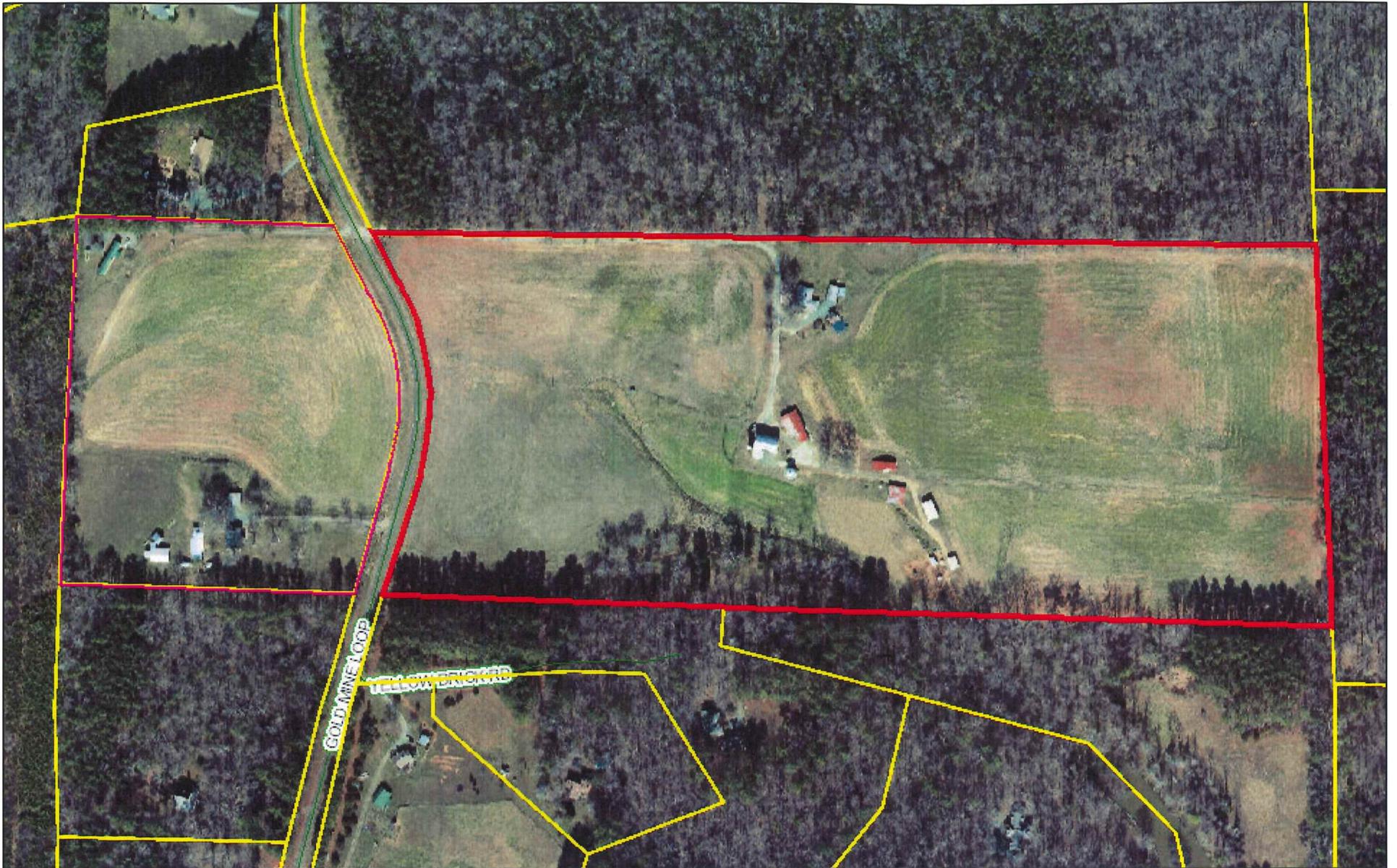
Orange County Department of Environment, Agriculture, Parks and Recreation  
Soil and Water Conservation Division  
P.O. Box 8181 (306 Revere Road)  
Hillsborough, NC 27278 (919) 245-2753 (Office) (919) 644-3351 (fax)  
[ghughes@orangecountync.gov](mailto:ghughes@orangecountync.gov)

**For more detailed information about the Voluntary Farmland Program:**

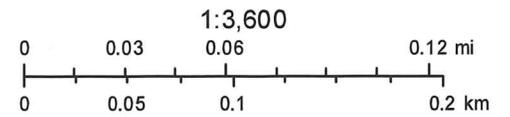
Please refer to the Orange County Voluntary Farmland Preservation Program Ordinance, which can be found in Chapter 48 of the Orange County Code of Ordinances, at the following link:

<http://library.municode.com/index.aspx?clientId=14983> or staff can provide a copy for you.

*application approved*  
*12/18/19*



January 10, 2020



**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Approval of Two Contracts Associated with the State of North Carolina's "Building Reuse Grant" Incentive to ABB, Inc.

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**DEPARTMENT:** Economic Development  
Manager's Office  
Attorney's Office

**ATTACHMENT(S):**

1. July 23, 2019 Agenda Abstract Related to ABB, Inc.
2. Orange County's Contract with the State of North Carolina for the "Rural Economic Development Grant Agreement Building Reuse Program" incentive for ABB, Inc.
3. Orange County Contract with ABB, Inc. and Affiliate Firm Industrial Connections & Solutions, LLC

**INFORMATION CONTACT:**

Steve Brantley, Director, Economic Development Department, (919) 245-2326  
Travis Myren, Deputy County Manager (919) 245-2308

**PURPOSE:** To approve and authorize the Chair to sign two contracts, on behalf of Orange County, related to the State of North Carolina's "Building Reuse Grant" incentive awarded on July 10, 2019 to ABB, Inc., a local manufacturing industry. This State incentive requires Orange County's participation as part of the "pass through" process for \$500,000 in North Carolina Department of Commerce funds to transfer from the State to the County, and then to ABB, Inc.

**BACKGROUND:** When the Board of Commissioners approved the County's performance-based incentive agreement ABB on July 23, 2019, it was not requested at that time that the Board allow the Chair to sign any additional documentation required as part of any State incentives. Once the County's required role to serve as a "grant administrator" in the State incentive to ABB became evident, the following two contracts became relevant:

- (1) North Carolina Department of Commerce's "Rural Economic Development Grant Agreement Building Reuse Program" contract with Orange County (Attachment 2)
- (2) Orange County's supplemental contract with ABB, Inc. and its affiliate firm Industrial Connection & Solutions, LLC (Attachment 3)

The State's "Rural Division Building Reuse Grant" was awarded to ABB, Inc. by the North Carolina Department of Commerce on July 10, 2019, at the maximum \$500,000 level. The

program supports the renovation or expansion of vacant buildings, or other facilities occupied by a company having operated for at least 12 months.

The State requires this program to be administered by a local municipal government, and requires that the local government temporarily hold a Deed of Trust on the building. As the private industry incurs actual construction costs associated with structural improvements made to the existing building, and creates new employment, it can request the State grant. The State's funds are first passed through the local government (being the grant administrator) before the funds reach the company. Under the program's guidelines, this structure poses a potential financial obligation on the local government (Orange County) in the event the private corporate entity (ABB, Inc.) does not perform as expected.

The Building Reuse Grant eventually converts to a forgivable loan once the Company meets all investment and job creation requirements, and the repayment obligation to the State ends.

Through negotiations intended to remove Orange County's potential financial risk, an agreement was reached in late 2019 and into early 2020 between the County, ABB and the North Carolina Department of Commerce. This agreement, as outlined in the two contracts (Attachments 2 & 3 requiring the BOCC Chair's signatures) outlines ABB's decision to delay its request for State funds until after all investment and new job creation criteria had been met. This strategy enables the State grant to convert to a forgivable loan, and Orange County will then receive and transfer the State funds to ABB, Inc. without any potential financial risk.

**FINANCIAL IMPACT:** There is no financial obligation or cost to the County by participating with ABB, Inc. and the North Carolina Department of Commerce in the State's "Rural Economic Development Grant Agreement Building Reuse Program"

**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 that the Board approve the contract between Orange County, ABB, Inc. and its affiliate Industrial Connections & Solutions LLC, and the contract between Orange County and the North Carolina Department of Commerce, subject to final review by the County Attorney, and authorize the Chair to sign both contracts on behalf of the County. The two contracts allow the County to facilitate the State of North Carolina's pass through of \$500,000 "Rural Division Building Reuse Grant" (forgivable loan) funds to ABB, Inc. with no potential financial risk to the County.

COPY
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**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: **July 23, 2019**

**Action Agenda  
Item No.   1**

**SUBJECT:** Public Hearing and Decision Regarding an Economic Development Recruitment Incentive for ABB, Inc.

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**DEPARTMENT:** Economic Development  
Department, Manager's Office,  
Attorney's Office

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**ATTACHMENT(S):**

- A. Performance Agreement between Orange County & ABB, Inc.
- B. Powerpoint Brief Summary
- C. ABB, Inc. Detailed Project Overview
- D. Public Hearing Notice
- E. Orange County News Release

**INFORMATION CONTACT:**

Steve Brantley, Economic Development Director, (919) 245-2326  
Travis Myren, Deputy County Manager, (919) 245-2308

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**PURPOSE:** To:

- 1) Conduct a public hearing on the issuance of a performance-based economic development incentive by the County to a private company; and
- 2) Consider approval of a proposed five-year performance-based incentive agreement, with claw-back provisions, for the recruitment of ABB, Inc.'s manufacturing facility expansion in Orange County.

**BACKGROUND:** Local and state government in North Carolina have the goal to promote economic development by encouraging the location of new businesses and the expansion of existing businesses. This activity serves to diversify the local tax base, increase employment opportunities and introduce desired job skills and related benefits to a community for the benefit of its residents. The Local Government Act, North Carolina General Statute (NCGS) 158-7.1 outlines the requirements of public hearings, and NCGS 158-7.1(a) specifically addresses the requirement that economic development appropriations *"must be determined by the governing body of the city or county to increase the population, taxable property, agriculture industries, employment, industrial output, or business prospects of the city or county"*. This public hearing has been scheduled in compliance.

**Project Description:**

ABB, Inc., with an existing 400,000 square foot manufacturing facility located in western Orange County, plans to invest \$39.9 million to update the existing manufacturing facility and expand the Company's total facility size by an additional 200,000 square feet. ABB also plans to add 403 new jobs over the next 5 years of operation at this facility. These jobs will include production, maintenance, office, and management staff and have an average salary of \$70,789 per year.

The ABB, Inc. plant in Orange County ranks as the County's largest private employer, with nearly 600 current associates, who hold the highest average salaried manufacturing jobs in the County. The original plant was acquired in June 2018 from General Electric's Industrial Solutions division.

Under ABB's new management, in mid-2019, the Company hired the Deloitte U.S. site selection consulting firm to assist in the evaluation of ABB expanding operations either at the Company's competing Senatobia, Mississippi location or at the Orange County, NC plant. This competitive site search, code named "Project Clear Blue Sky", evaluated consolidating operations into one U.S. hub for the manufacturing, engineering, & related electrical products of ABB's "Distribution Services" line. As part of the location evaluation, ABB considered financial inducement proposals from the State of North Carolina, Orange County and the City of Mebane.

The proposed incentive will be performance-based with respect to the County's annual verification of ABB's targeted increases in (1) employment, wages & benefits, and, (2) new taxable real & personal property value over the next five years, as the Company expands its Mebane presence. Incentives would only be paid following confirmation of the Company's required annual growth measures.

**Basis to Calculate the Value of Orange County Performance-Based Incentives:**

- (1) INVESTMENT – ABB will increase property valuation by at least \$24,300,000 in real property and at least \$15,600,000 in personal property, to total \$39,900,000 over 5 years as detailed in the table below. If these real and personal property valuation targets are not achieved, the proposed annual incentive payment will be reduced proportionally.

Investment	2019	2020	2021	Total
Real Property	\$5,000,000	\$16,600,000	\$2,700,000	\$24,300,000
Personal Property	\$200,000	\$10,200,000	\$5,200,000	\$15,600,000
<b>Total</b>	<b>\$5,200,000</b>	<b>\$26,800,000</b>	<b>\$7,900,000</b>	<b>\$39,900,000</b>

- (2) EMPLOYMENT - ABB will add net new employment consistent with the job growth chart below. If annual job targets are not achieved, the annual incentive payment will be reduced by \$500 per full time equivalent employee not hired. By year #5, the Company will create 403 new positions with an average salary of \$70,789 per year.

	Employment Projections				
	1 <sup>st</sup> Year 2020	2 <sup>nd</sup> Year 2021	3 <sup>rd</sup> Year 2022	4 <sup>th</sup> Year 2023	5 <sup>th</sup> Year 2024
New Full Time Jobs	104	274	8	8	9

The proposed inducement payment will be in the form of a performance-based grant paid over a five (5) year period at an amount equal to 75% of ABB's projected net increase in real & personal property tax valuation. This specific formula represents the County's current incentive policy that has been offered in the past to other industrial and commercial prospects. It ensures that annual tax revenues from this project's additional investment, net of annual incentive payments, remain positive in all years of the incentive agreement.

A company representative has been invited to attend tonight's meeting and will be available for comment and questions.

<b>Orange County Revenue Projections (5 Years)</b>						
	<u>1<sup>st</sup> Year</u> 2020	<u>2<sup>nd</sup> Year</u> 2021	<u>3<sup>rd</sup> Year</u> 2022	<u>4<sup>th</sup> Year</u> 2023	<u>5<sup>th</sup> Year</u> 2024	<u>TOTAL</u>
New Property Tax Revenues	\$45,131	\$277,554	\$337,110	\$324,489	\$312,679	<b>\$1,296,963</b>
Incentive Payments	<b>-\$33,848</b>	<b>-\$208,166</b>	<b>-\$252,832</b>	<b>-\$243,367</b>	<b>-\$234,509</b>	<b>-\$972,722</b>
Annual Net Revenues	\$11,283	\$69,289	\$84,277	\$81,122	\$78,170	<b>\$324,241</b>

<b>Orange County Revenue Projections (10 Years)</b>	
New Property Tax Revenues	\$2,706,336
Incentive Payments	<b>-\$972,722</b>
Annual Net Revenues	\$1,733,614

#### **Additional Partners' Participation:**

The State of North Carolina's "Economic Investment Committee" approved the following State incentives for ABB, Inc. at the North Carolina Department of Commerce's July 10<sup>th</sup> meeting. Immediately following this event, a public announcement was held at the State Capitol Building in Raleigh, which was led by North Carolina Governor Roy Cooper, and attended by representatives from ABB, Inc., Orange County and the City of Mebane. The public announcement addressed ABB's decision to expand the Company's existing facility located in Orange County, instead of the competing location in Mississippi, subject to approval of local government incentives.

<b>State of North Carolina – Incentives</b>	
Sales Tax Exemption on Machinery & Equipment	\$1,053,000
Jobs Development Investment Grant	\$4,369,500
Rural Division Building Reuse Grant *(forgivable loan)	\$500,000
N.C. Community College System's Customized Training	\$644,800

#### **\*Note Regarding the State of N.C.'s "Rural Division Building Reuse Grant":**

Orange County will have a managerial role as the "grant administrator" for the State of North Carolina's "Rural Division Building Reuse Grant" offer to ABB, Inc. This program is intended to support the renovation or expansion of vacant buildings, or buildings occupied by a company operating in North Carolina for at least 12 months. The program, which must be administered by a local government entity, requires the local government to hold a Deed of Trust on the building. This can create a potential financial obligation on the local government in the event the Company does not perform as expected. As ABB incurs actual costs associated with the facility improvements it plans to make to the existing building, and creates new employment, the \$500,000 State grant will be passed through the County to the Company. The grant is in the form of a forgivable loan that is satisfied once ABB fulfills all investment and employment

requirements. To eliminate any financial risk for the County, the pass-through funds will not be requested from the State until the Company meets all investment and employment criteria and satisfies any other program requirements.

#### City of Mebane

ABB's existing facility is currently located within the City of Mebane's Extraterritorial Jurisdiction (ETJ). The Company has agreed to annexation and the City of Mebane will consider the following additional incentives at the August 5, 2019 City Council meeting and public hearing.

City of Mebane Incentives	
Performance Based Incentive	\$997,500
Waiver of Development Fees	\$150,000

**FINANCIAL IMPACT:** The attached Performance Agreement between Orange County and ABB, Inc. outlines a total financial impact of up to \$972,722 payable in five (5) annual installments. Actual annual payments will be based on the Company's investments that create new property tax value of at least \$24,300,000 in Real Property, and at least \$15,600,000 in new Personal Property, totaling a combined \$39,900,000 in new taxable value. Annual incentive payments by the County will be paid from net new property tax revenues generated by ABB, Inc. and from available Article 46 funds.

The Company will create at least Four Hundred Three (403) full-time jobs with an average annual salary of \$70,789 per year at the Mebane facility. Other economic benefit multipliers to the County include enhanced job skills for those employees through advanced technical training to be provided by the Orange County campus of Durham Technical Community College. Construction employment for the new 200,000 square foot facility, and renovations to the existing 400,000 square foot facility, will also create many additional skilled trade jobs.

**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.

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

- (1) Conduct the Public Hearing and receive public comments;
- (2) Close the Public Hearing; and
- (3) Approve the five-year performance-based economic development incentive agreement between Orange County and the Company, ABB, Inc., subject to final review by the County Attorney, and authorize the Chair to sign the agreement on behalf of the County.

## Attachment 2



ROY COOPER  
Governor

ANTHONY M. COPELAND  
Secretary

KENNY FLOWERS  
Assistant Secretary

May 4, 2020

The Honorable Penny Rich  
Chair  
Orange County  
PO Box 8181  
Hillsborough, NC 27278-8181

Re: Contract Agreement for Grant Number 2020-025-3201-2587; Your Signature and Reply is Requested  
Project Title: "ABB, Inc/Project Clear Blue Sky" – Revision #3

Dear Chair Rich:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official – Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at [rgpreports@nccommerce.com](mailto:rgpreports@nccommerce.com). If you have any questions or if I can be of any assistance, please contact me at (919) 814-4671 or [nichole.gross@nccommerce.com](mailto:nichole.gross@nccommerce.com).

Sincerely,

Nichole M. Gross  
Grant Manager

Enclosure

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with **Orange County** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Industrial Connections & Solutions, LLC** (the “Owner”) owns certain real property located at:

6801 Industrial Drive  
Mebane, NC 27302

in **Orange** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
- i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
  - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment (“LBC”) in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
  - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
  - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs (“New Jobs”) to complete the Project as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality (“Waiver”), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit’s rights of access, review or monitoring and Commerce’s rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.

- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **10/17/2019** ("Effective Date") and shall terminate on **12/31/2022** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$500,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper

expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.
  - (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
  - (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.
6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.
7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.
8. Project Records.
  - (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary

- contributions or other revenue sources for this Project.
- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating

to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable

attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
  - (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
  - (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
  - (d). The Governmental Unit is solvent.
  - (e). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner’s expenditure of Loan

- funds.
- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the

Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. Special Provisions and Conditions.
- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
  - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
  - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
  - (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution

without such approval.

- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce:   Attn: **Hazel Edmond**  
 Program Manager  
 North Carolina Department of Commerce  
 Rural Economic Development Division  
 301 North Wilmington Street  
 4346 Mail Service Center  
 Raleigh, North Carolina 27699-4346

If to the Governmental Unit:                    Attn: **The Honorable Penny Rich**  
 Chair  
 Orange County  
 PO Box 8181  
 Hillsborough, NC 27278-8181

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

**Orange County**

Signature: \_\_\_\_\_ [SEAL]

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

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

Date: \_\_\_\_\_

**North Carolina Department of Commerce**

Signature: \_\_\_\_\_ [SEAL]



Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 5/4/2020

**BUILDING REUSE PROGRAM - Existing Business Building**

2020-025-3201-2587

Orange County

ABB, Inc/Project Clear Blue Sky – Revision #3

**EXHIBIT A  
SCOPE OF PROJECT**

Summary: The project will support the expansion of a building located at 6801 Industrial Drive in Mebane. The building was constructed in 1971. ABB, Inc. and Industrial Connections & Solutions, LLC are companies that specializes in the electrification business offering a wide-range of products, digital solutions and services, from substation to socket, enabling safe and sustainable electrification. This project received a JDIG award.

**EXHIBIT B  
PAYMENT SCHEDULE****Eligible Expenditures:**

**Vacant Building Category:** within the existing building footprint

**Existing Business Building Category:** within the existing building and/or additions

**Rural Health Care Category:** within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

**Reimbursement Requirements:**

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Evidence that the 5% local government match has been satisfied (first payment request),
3. Copies of eligible project invoices that support the request amount,
4. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
5. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

**BUILDING REUSE PROGRAM - Existing Business Building**

2020-025-3201-2587

Orange County

ABB, Inc/Project Clear Blue Sky – Revision #3

**EXHIBIT C  
REPORTING SCHEDULE**

Progress reports are due on January 15<sup>th</sup> and July 15<sup>th</sup> for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

**Failure to submit progress reports as required:**

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

**EXHIBIT D  
JOB VERIFICATION AND CLOSE OUT REQUIREMENTS**

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

**Job Verification**

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

**Grantees should submit the following as evidence of job creation and maintenance:**

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
  - NCUI 101 Forms should be submitted to Commerce.
  - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
  - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
  - The jobs created and the baseline must be maintained concurrently during the same six-month period.
  - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
  - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.nccommerce.com/rgp>. Email completed forms and reports to [rgpreports@nccommerce.com](mailto:rgpreports@nccommerce.com).

**Orange County** (the “Governmental Unit”) enters into this Loan Agreement and Legally Binding Commitment (the “LBC,” including the “Loan,” defined below with **Industrial Connections & Solutions, LLC** (the “Owner” and, together with the Governmental Unit, the “Parties”).

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the “Rural Authority”) of the State of North Carolina (“State”) has awarded a grant (the “Grant”) to the Governmental Unit, and the North Carolina Department of Commerce (“Commerce”), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the “Grant Agreement”) between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

6801 Industrial Drive  
Mebane, NC 27302

in **Orange** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. Third-Party Beneficiary. The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$500,000.00** (the “Loan”), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b). As conditions of receiving the Loan:
- i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
  - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
  - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **1,222** full-time jobs in North Carolina (“Baseline Number”) that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **378** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.
- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental

Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.

4. Changes in the Project or Other Conditions.
  - (a). A “Project Change” is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
  - (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **10/17/2019** (“Effective Date”) and shall terminate **12/31/2022** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the “Termination Date”) or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
  - (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the

- Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.
- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.
7. Project Records.
- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.
8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability

or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
  - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
  - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
  - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
  - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
  - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.
  - (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.

- (h). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.

12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
- (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
- (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
- d). Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
  - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$1,322.75** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
  - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
  - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.
- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project

- (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
  15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
  16. Special Provisions and Conditions.
    - (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
    - (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, “Laws”) of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
    - (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
    - (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
  17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:                      Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Owner:                                              Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts

to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

**Governmental Unit Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

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

**Owner Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

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

**Owner Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

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

Promissory Note, Private Owner  
**BUILDING REUSE PROGRAM – Revision #3**

**EXHIBIT F**

2020-025-3201-2587

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2020-025-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender **Orange County** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$500,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

6801 Industrial Drive  
Mebane, NC 27302

in **Orange** County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner (“First Demand”) in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand (“Second Demand”) to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31<sup>st</sup> day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: \_\_\_\_\_ , 20 \_\_\_\_\_

If by Individual: \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

Dated as of: \_\_\_\_\_ , 20 \_\_\_\_\_

If by Entity: \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

Limited Waiver of Confidentiality  
Unemployment Tax and Wage Records  
**BUILDING REUSE PROGRAM – Revision #3**

2020-025-3201-2587

Name of Taxpayer \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

NC Unemployment Insurance Acct #: \_\_\_\_\_ Fed Tax ID #: \_\_\_\_\_

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, “Company”) filed with the Division of Employment Security (“DES”) of the North Carolina Department of Commerce to **Orange County** (“Governmental Unit”) and to the employees of the Rural Economic Division of the North Carolina Department of Commerce (“Rural Division”) and members of the North Carolina Rural Infrastructure Authority (“Rural Authority”) for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company’s quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company’s aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee’s line item unemployment insurance tax or other tax or wage information.

\_\_\_\_\_  
Signature Chief Financial Officer or Other Authorized Company Official

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

\_\_\_\_\_  
Title

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **Industrial Connections & Solutions, LLC**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

- The Governmental Unit will secure the funds with a Deed of Trust listing **Orange County** as the beneficiary in the amount of **\$500,000.00**.
  
- Orange County** (“Governmental Unit”) has elected NOT to secure with a deed of trust on the subject property the **\$500,000.00** in grant funds awarded by the North Carolina Department of Commerce (“Commerce”) for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner’s failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	<b><u>Orange County</u></b> _____
By (Signature):	_____
Printed Name:	_____
Title:	_____
Date:	_____

## Attachment 3

This Grant Agreement (“Grant Agreement” or “Agreement”) by and between Orange County (the “County”), a political subdivision of the State of North Carolina, ABB Inc., a Delaware Corporation, and Industrial Connections & Solutions LLC, a Delaware limited liability company (“Company”), a US subsidiary of a multinational corporation situated and headquartered in Zurich, Switzerland, with North American headquarters in Cary, NC, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020.

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized the North Carolina Department of Commerce (“Commerce”) to administer such grants or loans; and

WHEREAS, without limitation, the Rural Authority awarded a \$500,000.00 Building Re-use Grant: (1) based on the application filed by the County and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that Company owns certain real property located at:

6801 Industrial Drive  
Mebane, NC 27302

in Orange County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines; and for (4) the upfit and expansion of the Property (altogether, the “Project,” as summarized in Paragraph 1 to this Grant Agreement); and

WHEREAS the County has agreed to administer the Grant pursuant to the terms of this Grant Agreement and related grant documents.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Project/Agreements to be Executed.

(a). The Project will support the expansion of a building located at 6801 Industrial Drive in Mebane. The building was constructed in 1971. ABB, Inc. is a company that specializes in the electrification business offering a wide range of products, digital solutions and services, from substation to socket, enabling safe and sustainable electrification. This project received a JDIG award.

(b). The Company shall immediately notify County of any change in conditions or federal, state, or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement or the Project. Upon such notification County may take such action as it, in its sole discretion, deems appropriate up to and including termination of this Grant Agreement without fault or further obligation.

2. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on 10/17/2019 (“Effective Date”) and shall terminate on 12/31/2022 unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the “Termination Date”) or unless extended for an express term in writing by the County.
3. Funding. The Rural Authority proposes to the County an amount not to exceed \$500,000.00 for expenditures directly relating to the Project. The County shall not make or approve of any expenditure or disbursement of Grant funds except pursuant to the terms of this Grant Agreement.
4. Method of Payment. County shall pay the Grant fund to Company within 30 days of receipt from the Rural Authority. . Payment of Grant funds shall not occur until the Job Verification and Close Out Requirements outlined in Exhibit D of the Rural Economic Development Grant Agreement have been submitted and approved by the North Carolina Department of Commerce.
5. Obligation of Funds. The County shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.
6. Project Records.
  - (a). The Company shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the funds provided hereby separate from accounts for other awards, monetary contributions ,or other revenue sources for this Project.
  - (b). The Company shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.
7. Monitoring, Reports and Auditing.
  - (a). The Company agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the County or State of North Carolina (“State”), including Commerce, may request, including after the Termination Date of this Grant Agreement. Additionally, the Company shall regularly monitor all performance related to Grant-supported activities, including activities performed by the Company and any agent, contractor or subcontractor, to ensure compliance herewith.
  - (b). The Company shall furnish the County detailed written progress reports as requested by County. Such reports should describe the progress made by the Company and any agent, contractor or subcontractor toward achieving the purpose(s) of the Project. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a requested report may result in the withholding of any forthcoming payment until County is in receipt of the delinquent report and the report meets with County’s approval, in County’s sole discretion.

(c). The Company acknowledges and agrees that, with regard to the Grant funds, it will be subject to and comply with audit and reporting requirements as required herein.

(d). Within thirty (30) days after the Termination Date, the Company shall submit a final report to County describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period.

(e). The Company grants the County and any of its authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement or the Project. County shall maintain confidentiality with regard to such books, papers, records, and other documents, except that Company acknowledges same may be released and provided to the State upon request by the State.

#### 8. Termination; Availability of Funds.

(a). If the Company fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Grant Agreement, the Company agrees that County has the right to terminate this Grant Agreement. Upon such termination, County shall have no responsibility to make additional Grant payments. Upon such termination, the Company shall not expend any Grant funds (including Loan funds) without County's express written authorization and shall return all unspent Grant funds to County upon demand.

(b). The obligations of the County to pay any amounts under this Grant Agreement are contingent upon the availability of and disbursement by the State of the Grant funds for the Project. If funds for the Grant become unavailable, the Company agrees that County has the right to terminate this Grant Agreement by giving written notice specifying the Termination Date, which County shall determine in its sole discretion. Upon such termination, the County shall have no responsibility to make additional Grant payments. Further, upon such termination, the Company shall not expend any Grant funds without County's express written authorization and shall return all unspent Grant funds to County upon demand.

#### 9. Indemnification.

(a). The Company hereby agrees to release, indemnify and hold harmless the County and its respective members, officers, directors, employees, agents, and attorneys (together, the "Indemnified Parties"), from any claims of third parties in connection with the performance of this Grant Agreement and for all losses arising from its implementation. Without limiting the foregoing, the Company hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing

thereof (whether arising out of acts, omissions, or negligence of the Company or of any third party ((including, without limitation, the owner of the Property if Company is not the owner)), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

(b). Company further agrees to indemnify and hold the Indemnified Parties harmless from any and all liability County may incur as a grant administrator, notwithstanding the County may contract the grant administration to a third party entity

(c). Should Company begin, engage in, or complete construction of the Project and Grant funds are not disbursed by the State Company agrees County is not at fault for such failure by the State to disburse funds and releases the Indemnified Parties from any and all liability, costs, and/or damages incurred by the Company related to the Project.

10. Company Representations and Warranties. The Company hereby represents and warrants that:

(a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Company action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Company is a party or by which it is bound.

(b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Company, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Company to discharge its obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Company shall be liable to County for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by County effective upon notice.

(c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Company or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Company shall provide County with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.

(d). The Company is solvent.

(e). The Company is duly authorized to do business under North Carolina law and is not delinquent on any federal, state, or local taxes, licenses, or fees.

11. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

(a). Company agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Company pursuant to this Grant Agreement. If the Company so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the County or Commerce, upon request and as directed, all unspent Grant funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default hereunder, and the County may terminate this Grant Agreement upon written notice.

(b). Other than as provided for in Paragraph 11(a) above, if the Company ceases to do business or becomes the subject of any bankruptcy, dissolution, or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Company to immediately notify County.

12. Additional Repayment Requirements and Remedies.

(a). The repayment requirements and remedies addressed in this Paragraph 12 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

(b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement in relation to the Project (including the performance thereof), the Company agrees that County has the sole discretion to require repayment from the Company of an amount of Grant funds to be determined in County's sole discretion but not to exceed the amount of Grant funds the Company has already received under this Grant Agreement and that the Company is obligated to make such payment.

13. No Waiver by the County. Failure of the County at any time to require performance of any term or provision of this Grant Agreement shall in no manner affect the rights of the County at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the County of any condition or the breach of any term, provision or representation contained in this Grant Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

14. Waiver of Objections to Timeliness of Legal Action. The Company knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the County to enforce its rights under this Grant Agreement. This waiver includes any objections the Company may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

15. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of a public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the gross negligence, willful misconduct, or violation of applicable law by the Company, (c) the Company uses reasonable efforts to repair, or to work around, such damage or destruction immediately, and (d) as a direct result of such damage or destruction the Company cannot satisfy the requirements and obligations of this Grant Agreement, then the Company will not be determined to be in default due to conditions directly caused by the force majeure.

16. Special Provisions and Conditions.

(a). Non-discrimination. The Company agrees not to discriminate against any person based on age (as defined in the Orange County Civil Rights Ordinance), race, ethnicity, color, national origin, religion, creed, sex, gender, gender identity, gender expression, marital status, familial status, source of income, disability, political affiliation, veteran status, or disabled veteran status related to the activities of this Grant Agreement.

(b). Compliance with Laws. The Company shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement or the Project.

(d). Non-Assignability. The Company shall not assign or transfer any interest in the Grant Agreement without the prior written consent of County, which shall not be unreasonably withheld.

(e). Personnel. The Company represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of County. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

17. Notice. All notices required or permitted to be delivered pursuant to this Grant Agreement and all communications in respect thereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Company:

Attn: Alan Wells  
ABB, Inc.  
305 Gregson Avenue  
Cary, NC 27511

If to the County:

Attn: Economic Development Director

Orange County  
PO Box 8181  
Hillsborough, NC 27278-8181

18. Entire Agreement. This Grant Agreement supplements but is separate from all prior agreements between or among the Company and the County with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Company and the County.

19. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

20. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.

21. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Acceptance. By executing below the Company agrees to be bound by the Grant conditions as stated.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

**AGREEMENT REVIEWED AND ACCEPTED BY:**

\_\_\_\_\_  
President

ABB Inc.

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Sr. VP and GC

ABB Inc.

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
President

Industrial Connections & Solutions LLC.

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Sr. VP and GC

Industrial Connections & Solutions, LLC.

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Penny Rich, Chair  
Orange County Board of Commissioners

\_\_\_\_\_  
Attest: Donna Baker  
Clerk to the Board  
Orange County Commissioners

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

\_\_\_\_\_  
Chief Financial Officer

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Office of the County Attorney

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Request for Road Additions to the State Maintained Secondary Road System for Peninsula Lane and Grassland Court in The Bluffs at Moorefields Subdivision

**DEPARTMENT:** Planning and Inspections

**ATTACHMENT(S):**

1. Maps
2. Subdivision Final Plat
3. NCDOT Petition Information

**INFORMATION CONTACT:**

Tom Ten Eyck, 919-245-2567  
Tom Altieri, 919-245-2579  
Craig Benedict, 919-245-2592

**PURPOSE:** To make a recommendation to the North Carolina Department of Transportation (NCDOT), and the North Carolina Board of Transportation (NC BOT), concerning a petition to add Peninsula Lane and Grassland Court in The Bluffs at Moorefields 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
Peninsula Lane	0.18	9	18/50
Grassland Court	0.06	7	18/50
<b>Total</b>	<b>0.24</b>	<b>16</b>	<b>N/A</b>

The Bluffs at Moorefields Subdivision is located in an Agricultural Residential (AR) zone, west of Dimmocks Mill Road and north of Moorefields Road (*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 Bluffs at Moorefields Subdivision.

The Bluffs at Moorefields Subdivision was recorded on November 3, 2009 (Book 106/Page 55) (*Attachment 2*). Peninsula Lane and Grassland Court were designed to public road standards but have been private roads in the interim; they were intended to become public roads when conditions met NCDOT maintenance responsibility and ownership criteria.

Peninsula Lane has a length of 0.18 miles and provides access for nine fully developed lots. The road has a right-of-way width of 50 feet, and a pavement width of 18 feet. The road serves as the singular access road for vehicular ingress/egress at its intersection with Moorefields Road (State Road 1135), and it connects with Grassland Court before terminating at the north end with a cul-de-sac.

Grassland Court has a length of 0.06 miles and provides access for seven fully developed lots. The road has a right-of-way width of 50 feet, and a pavement width of 18 feet. The road terminates with a cul-de-sac on the east side of the subdivision.

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 May 2016).

**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.

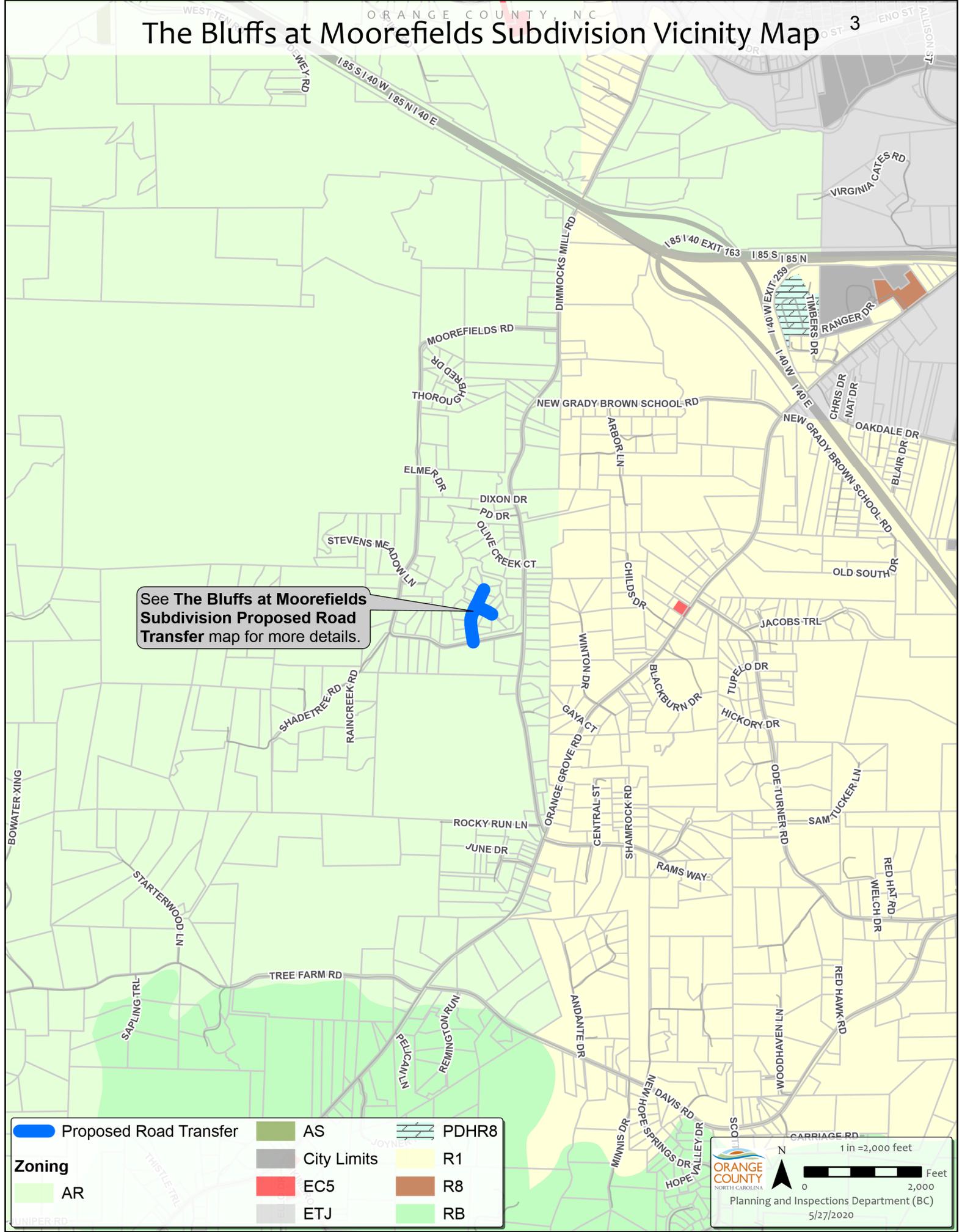
The addition of County private residential streets to the State Maintained Secondary Road System results in positive outcomes related to the aforementioned goal.

**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 Peninsula Lane and Grassland Court in The Bluffs at Moorefields Subdivision; and
2. Recommend the Department of Transportation accept the roads for maintenance as a State Secondary Road.

# The Bluffs at Moorefields Subdivision Vicinity Map

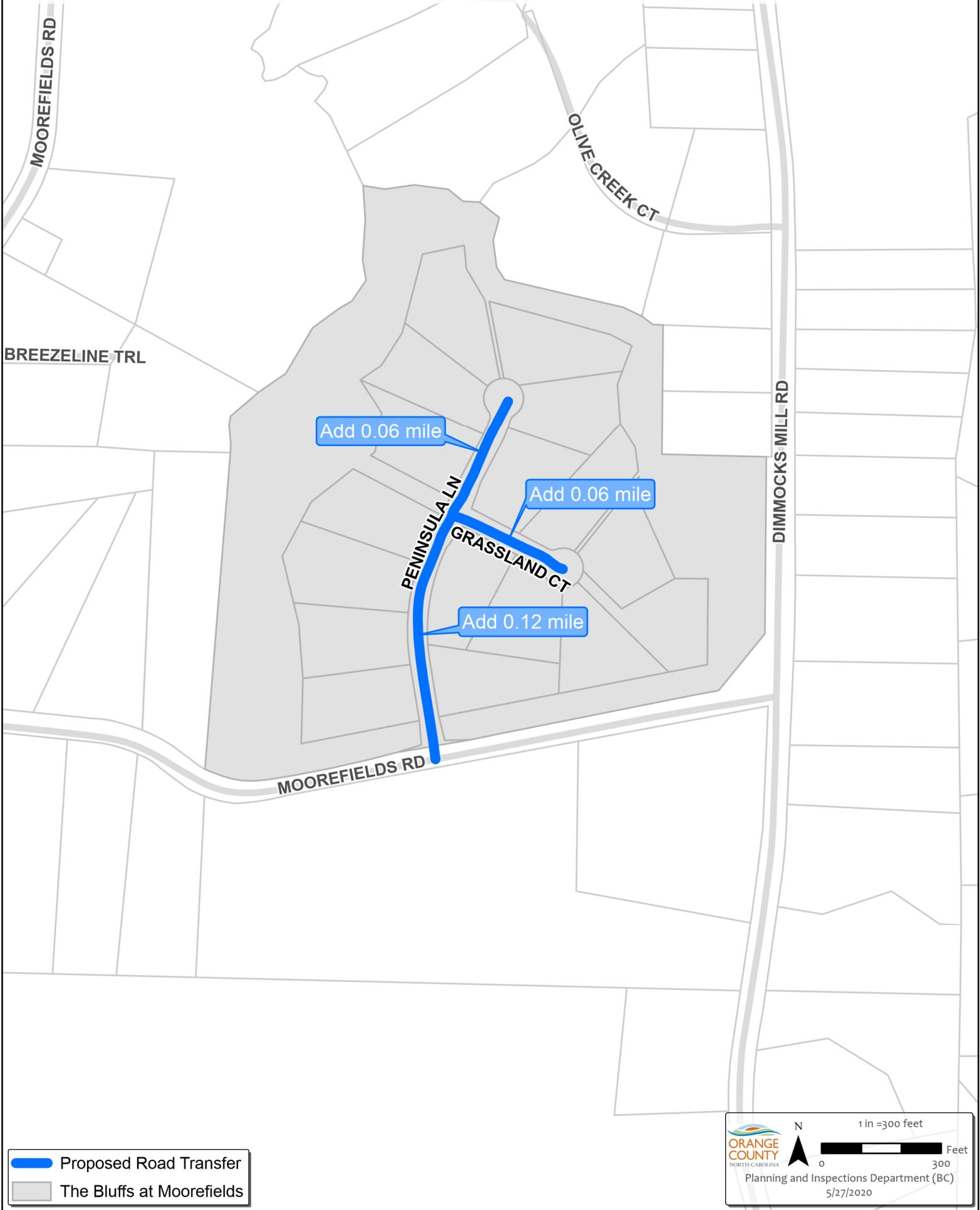


See The Bluffs at Moorefields Subdivision Proposed Road Transfer map for more details.

	Proposed Road Transfer		AS		PDHR8
<b>Zoning</b>			City Limits		R1
	AR		EC5		R8
			ETJ		RB

Planning and Inspections Department (BC)
   
 5/27/2020
   
 1 in = 2,000 feet
   
 Feet
   
 0 2,000

# The Bluffs at Moorefields Subdivision Proposed Road Transfer



106/55

DB

1/4

State of North Carolina  
Orange County

**L. WILLIAMS, District Engineer**  
Division Office of  
Orange County, certifying that the maps or plans in which  
this subdivision is depicted conform to the statutory  
requirements for recording, for which the District  
Engine has responsibility as provided by law.

*Michael S. Boyd, Jr.*  
District Engineer  
Orange County Land Records / DE  
Date of Certification 11-3-2009

DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS

PROPOSED SUBDIVISION ROAD  
CONSTRUCTION STANDARDS CERTIFICATION

APPROVED: *[Signature]*  
DISTRICT ENGINEER

DATE: 10-27-09

FOR MULTIPLE PIN SHEET  
SEE BOOK 4851 PAGE 148

SEED Plate

Property of JOHN HOGAN  
ONE  
JOE HOGAN  
PB 70 pg 27

Property of JESSIE OWEN  
PB 93 pg 119

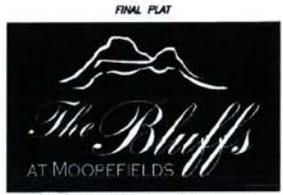
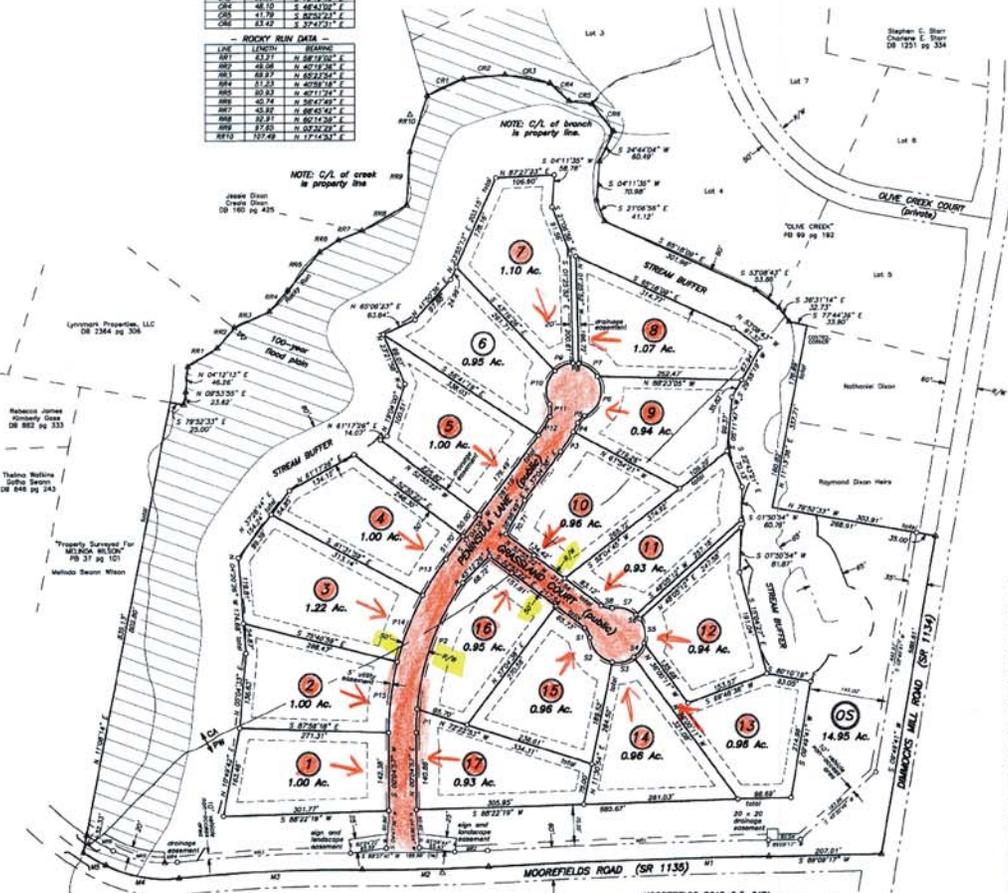
Recombination of Lots 18 and 22 -  
T.R. PARKS SUBDIVISION  
PB 97 pg 44

BRANCH DATA

LINE	LENGTH	BEARING
OP1	71.80	N 82°32'27" E
OP2	76.05	N 82°32'27" E
OP3	83.69	S 79°18'48" E
OP4	48.10	S 84°43'02" E
OP5	41.39	S 82°32'27" E
OP6	83.67	S 77°57'07" E

ROCKY RUN DATA

LINE	LENGTH	BEARING
RR1	83.77	N 82°32'27" E
RR2	88.89	N 82°32'27" E
RR3	89.89	N 82°32'27" E
RR4	11.63	N 82°32'27" E
RR5	85.83	N 82°32'27" E
RR6	45.74	N 82°32'27" E
RR7	45.87	N 82°32'27" E
RR8	32.21	N 82°32'27" E
RR9	87.83	N 82°32'27" E
RR10	107.49	N 77°57'07" E



CHECKS TWP., ORANGE CO., NORTH CAROLINA  
APRIL 22, 2009

SCALE 1" = 100'  
0 100 200

Legend:  
- Existing Post Stake  
- Existing Conc. Alley  
- Post Stake Set  
- Conc. Alley Set  
- Metamorphic PL  
- Not Set

NOTE: Areas by coordinate calculation.



Levinson Properties, LLC  
DB 2384 pg 308

Rebecca Jones  
County Clerk  
DB 882 pg 333

Theresa Wallace  
County Clerk  
DB 848 pg 243

Property Surveyed for  
MELISSA WILSON  
PB 37 pg 101

Melinda Bacon Wilson

- NOTES:
1. All property not in individual lots will be conveyed to a Homeowners Association.
  2. Building setbacks: 40' front  
20' sides and rear  
100' from subdivision boundary
  3. These lots are subject to 12% impervious surface limitation:  
Total allowed to site = 143,231 sq. ft.  
17 lots @ 8,000 sq. ft. = 136,000 sq. ft.  
Remaining to common area = 7,231 sq. ft.

ENVIRONMENTAL HEALTH CERTIFICATION

Soil and site evaluations have been conducted by the Orange County Health Department, Environmental Health, Division, and Urinalysis Services, on area on each lot has been tentatively designated for the installation and repair of a wastewater system. This certification is an improvement thereof or as approved for a single system on any of the lots. Subsequent changes to the site may affect the ability to obtain sewerage permits and/or construction authorizations.

*Alan Clapp*  
Environmental Health Supervisor  
Date: 04-15-09

CERTIFICATE OF APPROVAL

I hereby certify that the subdivision plan shown herein has been found to comply with the Orange County Subdivision Regulations. I received this plan and approved it on the date of recording on the 16th day of April, 2009.

*[Signature]*  
Planning Director or Authorized Agent

CERTIFICATE OF IMPROVEMENTS

The County Manager hereby certifies that all streets and other improvements have been installed in an acceptable manner and according to Orange County specifications for the subdivision.

County Manager: *[Signature]* Date: 11/18/09

CERTIFICATE OF OWNERSHIP AND DEDICATION

The undersigned owner hereby certifies that the land shown herein is located within the subdivision jurisdiction of Orange County, North Carolina. I, the undersigned, certify that the subdivision plan shown herein complies with the Orange County Subdivision Regulations. I received this plan and approved it on the 17th day of April, 2009.

Orange County, North Carolina  
Date: 04/22/09

PENINSULA LANE CURVE DATA

LINE	ANALOG	LENGTH	DELTA	CHORD BEARING
P1	275.50	142.00	38.18	N 22°36'03" E
P2	275.50	272.81	76.36	N 20°26'36" E
P3	275.50	411.2	114.54	N 17°17'09" E
P4	275.50	549.61	152.72	N 14°07'42" E
P5	275.50	688.01	190.90	N 11°00'00" E
P6	275.50	826.42	229.08	N 07°52'27" E
P7	275.50	964.83	267.26	N 04°44'54" E
P8	275.50	1103.24	305.44	N 01°37'21" E
P9	275.50	1241.65	343.62	N 00°29'48" E
P10	275.50	1380.06	381.80	N 00°22'15" E
P11	275.50	1518.47	420.00	N 00°14'42" E
P12	275.50	1656.88	458.20	N 00°07'09" E
P13	275.50	1795.29	496.40	N 00°00'00" E
P14	275.50	1933.70	534.60	N 00°00'00" E
P15	275.50	2072.11	572.80	N 00°00'00" E

ORANGE ISLAND CURVE DATA

LINE	ANALOG	LENGTH	DELTA	CHORD BEARING
O1	35.00	27.03	11°12'24"	S 88°48'14" E
O2	35.00	54.06	22°24'48"	S 85°36'32" E
O3	35.00	81.09	33°37'12"	S 82°24'50" E
O4	35.00	108.12	44°48'36"	S 79°13'08" E
O5	35.00	135.15	55°59'00"	S 76°01'26" E
O6	35.00	162.18	67°09'36"	S 72°49'44" E
O7	35.00	189.21	78°17'12"	S 69°38'02" E
O8	35.00	216.24	89°24'48"	S 66°26'20" E
O9	35.00	243.27	100°32'24"	S 63°14'38" E
O10	35.00	270.30	111°39'00"	S 60°02'56" E
O11	35.00	297.33	122°46'36"	S 56°51'14" E
O12	35.00	324.36	133°54'12"	S 53°39'32" E
O13	35.00	351.39	144°59'36"	S 50°27'50" E
O14	35.00	378.42	156°04'00"	S 47°16'08" E
O15	35.00	405.45	167°08'24"	S 44°04'26" E
O16	35.00	432.48	178°12'48"	S 40°52'44" E
O17	35.00	459.51	189°17'12"	S 37°40'62" E
O18	35.00	486.54	199°21'36"	S 34°28'80" E
O19	35.00	513.57	209°26'00"	S 31°16'98" E
O20	35.00	540.60	219°30'24"	S 28°04'16" E
O21	35.00	567.63	229°34'48"	S 24°52'34" E
O22	35.00	594.66	239°39'12"	S 21°40'52" E
O23	35.00	621.69	249°43'36"	S 18°29'10" E
O24	35.00	648.72	259°48'00"	S 15°17'28" E
O25	35.00	675.75	269°52'24"	S 12°05'46" E
O26	35.00	702.78	279°56'48"	S 08°54'04" E
O27	35.00	729.81	289°61'12"	S 05°42'22" E
O28	35.00	756.84	299°65'36"	S 02°30'40" E
O29	35.00	783.87	309°69'60"	S 00°18'58" E
O30	35.00	810.90	319°73'84"	S 00°07'16" E
O31	35.00	837.93	329°78'08"	S 00°00'00" E

MOOREFIELDS ROAD C/A DATA

LINE	ANALOG	LENGTH	DELTA	CHORD BEARING
M1	1433.38	312.03	12°22'24"	S 87°37'36" E
M2	3005.53	235.89	7°48'24"	S 89°30'24" E
M3	2068.50	134.10	4°20'24"	S 92°23'12" E
M4	240.00	132.87	32°31'24"	S 57°28'18" E
M5	491.50	48.84	9°28'12"	S 85°22'24" E

MOOREFIELDS ROAD R/W DATA

LINE	ANALOG	LENGTH	DELTA	CHORD BEARING
M1	1433.38	312.03	12°22'24"	S 87°37'36" E
M2	3005.53	235.89	7°48'24"	S 89°30'24" E
M3	2068.50	134.10	4°20'24"	S 92°23'12" E
M4	240.00	132.87	32°31'24"	S 57°28'18" E
M5	491.50	48.84	9°28'12"	S 85°22'24" E
M6	417.50	55.75	6°58'12"	S 86°21'30" E

ACCEPTANCE OF DEDICATION

Orange County hereby accepts for the use of the general public without maintenance responsibility, the site of public dedication of all public roads or ways, public easements, public utilities, and other public improvements shown on this plan.

County Manager: *[Signature]* Date: 04/22/09

ORANGE COUNTY SCHOOLS RAPID CERTIFICATION

I hereby certify that the lots shown on this plan have been approved by the Orange County School System for reversion prior to the Public Facilities Ordinance.

Public Facilities Ordinance: *[Signature]* Date: 04-22-09

Attest: *[Signature]* Secretary Date

OWNER: Christopher Reed Realty, Inc.  
100 Black Oak Pl.  
Chapel Hill, NC 27517

This property was acquired by deeds recorded in Book 3781 pg 131 and Book 4006 pg 196.

TN 3.57.7  
PN 9853-84-3482



ENT  
Land Surveys, Inc.  
228 S. Charles St., Wakesboro, NC 27878  
810 750-0882



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

May 22, 2020

**ORANGE COUNTY**

Ms. Bonnie Hammersley  
County Manager  
Orange County  
P.O. Box 8181  
Hillsborough, North Carolina 27278

SUBJECT: Request for Road Addition  
**Peninsula Lane (0.18 mile)**  
**Grassland Court (0.06 mile)**  
**The Bluffs at Moorefields 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,

DocuSigned by:

C. N. Edwards Jr., PE

C80BB6060F8A458...

C.N. Edwards, Jr., P.E.  
District Engineer

Attachments  
CNE

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](http://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: Peninsula Lane  
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: The Bluffs at Moorefields Length (miles): .2

Number of occupied homes having street frontage: 12 Located (miles): .1

miles N  S  E  W  of the intersection of Route 1134 and Route 1135.  
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of The Bluffs at Moorefields 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: J. Kevin Huggins, Developer Phone Number: 919-360-1259

Street Address: 702 Churchill Drive, Chapel Hill, NC 27517

Mailing Address: Same

**PROPERTY OWNERS**

Name Mailing Address Telephone

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- INSTRUCTIONS FOR COMPLETING PETITION:**
1. Complete Information Section
  2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
  3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
  4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
  5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
  6. Submit to District Engineer's Office.

**FOR NCDOT USE ONLY:** Please check the appropriate block  
 Rural Road     Subdivision platted prior to October 1, 1975     Subdivision platted after September 30, 1975

**REQUIREMENTS FOR ADDITION**

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
Peninsula Lane	12	.2 miles	Grassland Court	7	.1 miles



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

DATE: May 22, 2020  
TO: Chuck Edwards, Jr., PE  
FROM: Sandy Taylor, R/W Agent  
SUBJECT: Addition to the System: Peninsula Lane  
The Bluffs at Moorefields 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 that the Right of Way for **Peninsula Lane, The Bluffs at Moorefields Subdivision**, is as follows, as well as utility easements and sight distances, as shown on the plat, if any.

Peninsula Lane 50 ft.

If any you need any additional information, please contact me at the number below or via email.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY UNIT  
P.O. BOX 14996  
GREENSBORO, NC 27415-4996

*Telephone:* 336-334-3515  
*Fax:* 336-334-5331  
*Customer Service:* 1-877-368-4968

*Website:* [ncdot.gov](http://ncdot.gov)

*Location:*  
1101 EAST WENDOVER AVENUE  
SUITE 200  
GREENSBORO, NC 27405

**North Carolina Department of Transportation  
Division of Highways  
Secondary Road Addition Investigation Report**

County: Orange Co. File No: O-09-19 Date: 05/19/2020  
Township: Cheeks Div. File No: \_\_\_\_\_ Div. No: 7

Local Name: Peninsula Lane Subdivision Name: The Bluffs at Moorefields  
Length: 0.18 mi Width: 18' Surface: SF9.5A PVMT Condition: Good  
Surface Thickness: 2" Base Type: ABC Base Thickness: 8"

\*Bridges Yes\_\_\_ No\_X\_ \* Pipe > 48" Yes\_\_\_ No\_X\_ \*Retaining Walls Within Right of Way Yes\_\_\_ No\_X\_

**\* If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? Yes

Recording Date: 11/03/2009 Book: 106 Page: 55

Number of homes having entrances into road: 9

Other uses having entrances into road: \_\_\_\_\_

Right-of-Way Width: 50' If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? Yes

Is the County Commissioners Approval (SR-2) attached? Yes If not, why not? \_\_\_\_\_

Is a map attached indicating information for reference in locating road by the Planning Department? Yes

Cost to place in acceptable maintenance condition: Total Cost: \$ \_\_\_\_\_

Grade, drain, stabilize: \$ \_\_\_\_\_ Drainage: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

Remarks and Recommendations: Meets Requirements. Recommend Addition

Submitted by: \_\_\_\_\_ 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: May 22, 2020  
TO: Chuck Edwards, Jr., PE  
FROM: Sandy Taylor, R/W Agent  
SUBJECT: Addition to the System: Grassland Court  
The Bluffs at Moorefields 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 that the Right of Way for **Grassland Court, The Bluffs at Moorefields Subdivision**, is as follows, as well as utility easements and sight distances, as shown on the plat, if any.

Grassland Court

50 ft.

If any you need any additional information, please contact me at the number below or via email.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY UNIT  
P.O. BOX 14996  
GREENSBORO, NC 27415-4996

*Telephone:* 336-334-3515  
*Fax:* 336-334-5331  
*Customer Service:* 1-877-368-4968

*Website:* [ncdot.gov](http://ncdot.gov)

*Location:*  
1101 EAST WENDOVER AVENUE  
SUITE 200  
GREENSBORO, NC 27405

**North Carolina Department of Transportation  
Division of Highways  
Secondary Road Addition Investigation Report**

County: Orange Co. File No: O-09-19 Date: 05/19/2020  
 Township: Cheeks Div. File No: \_\_\_\_\_ Div. No: 7

Local Name: Grassland Court Subdivision Name: The Bluffs at Moorefields  
 Length: 0.06 mi Width: 18' Surface: SF9.5A PVMT Condition: Good  
 Surface Thickness: 2" Base Type: ABC Base Thickness: 8"

\*Bridges Yes\_\_\_ No\_X\_ \* Pipe > 48" Yes\_\_\_ No\_X\_ \*Retaining Walls Within Right of Way Yes\_\_\_ No\_X\_

**\* If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? Yes

Recording Date: 11/03/2009 Book: 106 Page: 55

Number of homes having entrances into road: 7

Other uses having entrances into road: \_\_\_\_\_

Right-of-Way Width: 50' If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? Yes

Is the County Commissioners Approval (SR-2) attached? Yes If not, why not? \_\_\_\_\_

Is a map attached indicating information for reference in locating road by the Planning Department? Yes

Cost to place in acceptable maintenance condition: Total Cost: \$ \_\_\_\_\_

Grade, drain, stabilize: \$ \_\_\_\_\_ Drainage: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

Remarks and Recommendations: Meets Requirements. Recommend Addition

Submitted by: \_\_\_\_\_ DISTRICT ENGINEER Reviewed and Approved: \_\_\_\_\_ DIVISION ENGINEER

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: \_\_\_\_\_

	Do not write in this space- For Use by Secondary Roads Unit          Petition #
--	---------------------------------------------------------------------------------------------------------------

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** JCPC Certification for FY 2020-2021

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**DEPARTMENT:** Social Services

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**ATTACHMENT(S):**

1. NC Department of Public Safety  
Juvenile Crime Prevention Council  
Certification
  
  2. Juvenile Crime Prevention Council  
County Plan 2020-2021
- 

**INFORMATION CONTACT:**

Nancy Coston, 245-2802  
Sharron Hinton, 245-2840

**PURPOSE:** To approve the Orange County Juvenile Crime Prevention Council (JCPC) Certification and County Plan for FY 2020-2021.

**BACKGROUND:** Orange County receives \$359,096 from the NC Department of Public Safety to provide program services to juvenile offenders through the JCPC. This amount has increased by \$81,365 from FY 2019-2020 in response to the Juvenile Justice Reinvestment Act (aka Raise the Age). The County is required to provide a 30% match which totals \$107,729, that was included in the Manager's recommended budget. (Note: The attached funding grid reflects the County match as well as other local dollars awarded to the program agencies.)

Every JCPC in the State of North Carolina must be certified to perform the legislated duties outlined in the North Carolina General Statutes. The certification verifies that the local JCPC has completed the following responsibilities in its efforts to function within the guidelines of legislation:

- Membership: positions are filled and appointed by the County Commissioners with staggered terms;
- By-laws: the JCPC has current bylaws;
- Policies and Procedures: the JCPC has written policies and procedures for funding of programs and conflict of interest;
- Leadership: the JCPC has a Chair and Vice-Chair at a minimum;
- Minutes: minutes of meetings are recorded and maintained;
- Meetings: the JCPC meets at least bi-monthly and a majority of members is required to conduct business;
- Program Monitoring/Evaluation: the JCPC monitors and evaluates all funded programs;
- Media and Requests for Proposal (RFP): the JCPC communicates through the media and by written RFP the availability of funding to all public and private non-profit agencies and interested community members that serve at-risk children and their families;
- Public Awareness: the JCPC announces meetings in advance to the public and makes the community aware of the results of the planning process;

- Risk Factor Assessment: the JCPC documents prioritization of risk factors;
- Comprehensive Strategy Assessment: the JCPC documents services available to meet prioritized risk factors and an assessment of gaps issues and barriers to needed services;
- Needed Interventions: the JCPC documents the prioritized, needed interventions;
- Outcomes and Strategies: the JCPC reviews juvenile justice data and develops specific outcomes and strategies for implementation;
- Funding: the JCPC Annual Plan includes the Funding Plan

**FINANCIAL IMPACT:** The Certification document must be received by the NC Department of Public Safety, Division of Adult Correction and Juvenile Justice, by June 30, 2020 in order for local program funds to be disbursed beginning in the month of July.

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

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

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

**RECOMMENDATION(S):** The Manager recommends that the Board approve the JCPC Certification and County Plan for FY 2020-2021 and authorize the Chair to sign the associated documents.



NC Department of Public Safety
Juvenile Crime Prevention Council Certification

Fiscal Year: 2020 - 2021

County: Orange Date: June 8, 2020

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? Yes
B. Is the membership list attached? Yes
C. Are members appointed for two year terms and are those terms staggered? Yes
D. Is membership reflective of social-economic and racial diversity of the community? Yes
E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? No

If not, which positions are vacant and why?

Member of the Faith Community & Juvenile Defense Attorney - recent vacancies and have been unable to find new representation

STANDARD #2 - Organization

- A. Does the JCPC have written Bylaws? Yes
B. Bylaws are [X] attached or [ ] on file (Select one.)
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. Yes
D. Does the JCPC have written policies and procedures for funding and review? Yes
E. These policies and procedures [X] attached or [ ] on file. (Select one.)
F. Does the JCPC have officers and are they elected annually? Yes
JCPC has: [X] Chair; [X] Vice-Chair; [ ] Secretary; [ ] Treasurer.

STANDARD #3 - Meetings

- A. JCPC meetings are considered open and public notice of meetings is provided. Yes
B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? Yes
C. Does the JCPC meet bi-monthly at a minimum? Yes
D. Are minutes taken at all official meetings? Yes
E. Are minutes distributed prior to or during subsequent meetings? Yes

STANDARD #4 - Planning

- A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? Yes
B. Is this Annual Plan presented to the Board of County Commissioners and to DPS? Yes
C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? Yes

**STANDARD #5 - Public Awareness**

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? ( RFP, distribution list, and article attached) Yes
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes

**STANDARD #6 – No Overdue Tax Debt**

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? Yes

Briefly outline the plan for correcting any areas of standards non-compliance.

Ongoing efforts are made to fill vacant positions.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/ OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.  
 The JCPC Certification must be received by June 30, 2020.

**JCPC Administrative Funds  
SOURCES OF REVENUE**

<b>DPS JCPC</b>	
Only list requested funds for JCPC Administrative Budget.	15,500
<b>Local</b>	4,650
<b>Other</b>	
<b>Total</b>	20,150

Brend Mike \_\_\_\_\_ 6-2-2020  
 JCPC Chairperson Date

\_\_\_\_\_  
 Chair , Board of County Commissioners Date

\_\_\_\_\_  
 DPS Designated Official Date

ORANGE

County

FY 20-21

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Sherita Cobb	Director of Student Support Services (OCS)	<input checked="" type="checkbox"/>	B	F
2) Chief of Police	Megan Johnson	Crisis Unit Supervisor (CHPD)	<input checked="" type="checkbox"/>	W	F
3) Local Sheriff or designee	Tina Sykes	Lieutenant	<input checked="" type="checkbox"/>	W	F
4) District Attorney or designee	Maren Hardin	Assistant District Attorney	<input checked="" type="checkbox"/>	W	F
5) Chief Court Counselor or designee	Peggy Hamlett	Chief Court Counselor	<input type="checkbox"/>	W	F
6) Director, AMH/DD/SA, or designee	Stephanie Jones	System of Care Coordinator	<input checked="" type="checkbox"/>	W	F
7) Director DSS or designee	Bernard Miles	CPS Treatment Supervisor	<input checked="" type="checkbox"/>	B	M
8) County Manager or designee	Sharron Hinton	Human Services Manager	<input checked="" type="checkbox"/>	B	F
9) Substance Abuse Professional	Carol McClelland	Director of Outpatient Services		W	F
10) Member of Faith Community	VACANT				
11) County Commissioner	Jamezetta Bedford	County Commissioner		W	F
12) Two Persons under age 18 (State Youth Council Representative, if available)	Jay Cole	Student		W	M
	Luke Dennis	Student		W	M
13) Juvenile Defense Attorney	VACANT				
14) Chief District Judge or designee	Beverly Scarlett	District Court Judge	<input checked="" type="checkbox"/>	B	F
15) Member of Business Community	Blair Nell	Boro Realty		W	F
16) Local Health Director or designee	Donna King	Director, Health Prom & Ed Services	<input checked="" type="checkbox"/>	W	F
17) Rep. United Way/other non-profit	Gayane Chambless	Coordinator, Orange Partnership for Alcohol & Drug Free Youth		W	F

**Juvenile Crime Prevention Council Certification (cont'd)**

18) Representative/Parks and Rec.	Robyn Glass	Recreation Programs Coordinator		W	F
19) County Commissioner appointee	Amanda Farris	Court Counselor Supervisor		W	F
20) County Commissioner appointee	Meg McGurk	Community Safety Planner		W	F
21) County Commissioner appointee	Charlos Banks	Sr Executive Dir of Student Services (CHCCS)		B	F

**SECTION VII**

Program: JCPC Administration

Fiscal Year: FY 20-21

Number of Months: 12

	Cash	In Kind	Total
<b>I. Personnel Services</b>			<b>\$0</b>
120 Salaries & Wages			\$0
180 Fringe Benefits			\$0
190 Professional Services*			\$0
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$6,653</b>		<b>\$6,653</b>
210 Household & Cleaning			\$0
220 Food & Provisions	\$2,650		\$2,650
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials	\$4,003		\$4,003
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
<b>III. Current Obligations &amp; Services</b>	<b>\$11,497</b>		<b>\$11,497</b>
310 Travel & Transportation	\$2,249		\$2,249
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$9,248		\$9,248
<b>IV. Fixed Charges &amp; Other Expenses</b>	<b>\$2,000</b>		<b>\$2,000</b>
410 Rental or Real Property			\$0
430 Equipment Rental	\$2,000		\$2,000
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding			\$0
490 Other Fixed Charges			\$0
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$20,150</b>		<b>\$20,150</b>

<b>SECTION VI: BUDGET NARRATIVE</b>			
<b>JCPC Administration</b>		<b>Fiscal Year</b>	<b>FY 20-21</b>
<b>Item #</b>	<b>Justification</b>	<b>Expense</b>	<b>In Kind Expense</b>
220	Food for meetings (\$375 x 6 JCPC meetings = \$2,250; \$200 x 1 funding committee meeting; \$200 x 1 risk and needs committee meeting: totals \$2,650)	\$2,650	
260	General office supplies for meetings (paper, folders, name tents, etc...)	\$4,003	
310	Travel stipend to assist with training opportunities for JCPC members and/or JCPC funded program providers	\$2,249	
390	Registration/lodging stipend to assist with training opportunities for JCPC members	\$2,248	
390	Training provided by the JCPC for members, program provider and community leaders	\$7,000	
430	Copier rental (~\$166 x 12 months = \$2,000)	\$2,000	
<b>TOTAL</b>		<b>\$20,150</b>	

<b>Job Title</b>	<b>Annual Expense Wages</b>	<b>Annual In Kind Wages</b>
<b>TOTAL</b>		

**BY-LAWS**

**ORANGE COUNTY**

**JUVENILE CRIME PREVENTION COUNCIL**

**ARTICLE I: NAME AND PURPOSE**

**Section 1. Name**

The name of this body shall be the Orange County Juvenile Crime Prevention Council (JCPC)

**Section 2. Purpose**

The purpose of the JCPC shall be to:

- 2.1 Ensure that appropriate intermediate dispositional options are available and prioritize funding for dispositions of intermediate and community level sanctions for court adjudicated juveniles pursuant to minimum standards adopted by the Department of Public Safety, Division of Adult Correction and Juvenile Justice (NC DJJ).
- 2.2 Evaluate programs developed and supported by the JCPC for effectiveness and continued need.
- 2.3 Assess the needs of delinquent and at-risk juveniles in Orange County and report those findings to County Commissioners.
- 2.4 Plan for the establishment of a permanent funding stream for delinquency prevention services.

**ARTICLE II: MEMBERSHIP**

**Section 1. Membership should include, if possible:**

1. The local school superintendent or designee;
2. The chief of police in the county;
3. The local sheriff, or designee;
4. The district attorney, or designee;
5. The chief court counselor, or designee;
6. The director of mental health, developmental disabilities, and substance abuse authority, or designee

7. The director of DSS, or designee;
8. The county manager, or designee;
9. The substance abuse professional;
10. A member of faith community;
11. A county commissioner;
12. A person under 18;
13. A juvenile defense attorney;
14. The Chief District Court Judge or judge designated by the Chief District Court Judge;
15. A member of the business community;
16. The local health director, or designee;
17. A representative of United Way or other non-profit;
18. A representative of local parks and recreation; and
19. Up to seven members appointed by the board of county commissioners.

**Section 2.** Each member should serve a term of two years and may be reappointed.

**Section 3.** Membership shall be no more than 25 members.

**Section 4.** Any vacancy of office may be filled by nominations from the floor and election by the Board at any time throughout the year.

**Section 5.** Three consecutive unexcused absences shall constitute grounds for replacement. Members are expected to notify the chairperson in advance of meeting if unable to attend.

**Section 6.** A quorum shall be a simple majority of appointed memberships.

### **ARTICLE III: OFFICERS**

**Section 1.** The offices shall consist of a chairperson and vice-chair person.

**Section 2.** These officers should be elected on an annual basis and on or before the first meeting of the fiscal year and may succeed themselves.

**Chairperson** – The chairperson shall call and preside at meetings of the JCPC. The Chair and/or Vice-Chair shall appoint all special committees and designate the persons to serve as committee members unless otherwise specified by the by-laws.

**Vice-Chairperson** – The Vice-Chair shall exercise the duties of the Chairperson in his/her absence and such other duties as the Chairperson shall assign.

**Section 3.** Removal from office

The Orange County Board of Commissioners, upon the recommendations of the Orange County Juvenile Crime Prevention Council membership, may remove a member from office for any of the following reasons:

1. Absence, without excuse, from three (3) scheduled meetings, within one year.
2. Failure to participate in the work of the Orange County JCPC.
3. Conduct that demonstrates a lack of responsibility or is unbecoming of a member of the Orange County JCPC, or which causes embarrassment to the Council and/or Orange County.

## ARTICLE IV: MEETINGS

**Section 1.** Orange JCPC shall meet at least bi-monthly or more often if a meeting is called by the Chair-person.

**Section 2.** All meetings should be open to the public.

**Section 3.** The membership shall be notified of all meetings, in writing, or by phone at least five days prior to the meeting.

**Section 4.** Minutes shall be taken at every meeting and distributed prior to or at the subsequent meetings.

**Section 5.** Special Meetings

**5.1** The Chair-person may call special meetings as deemed necessary to carry out the duties of the JCPC.

**5.2** Notice of special meetings shall be given to the JCPC members in writing, by phone, or by email at least two days in advance.

## ARTICLE V: FUNDING PROCEDURES

- Section 1.** Screening of Programs.
- Section 1.1** All proposed grants submitted to the JCPC will be screened by the Funding and Review Committee.
- Section 1.2** Proposed grants will be scrutinized according to whether they meet the needs as provided in the annual needs assessment, as well as for program effectiveness, staffing issues, amount requested and expectations of the program.
- Section 2.** Voting to Fund.
- Section 2.1** The JCPC, except as hereinafter excluded, will vote on the recommended funding plan provided by the Funding/Review Committee, and may amend recommendations before a final vote.
- Section 2.2** No JCPC member who is paid with local grant funds, or who directly supervises someone paid with local grant funds, shall be eligible to vote in funding decisions.
- Section 2.3** Voting by Proxy will be allowed by approved designee; designee must be included on membership list.
- Section 3.** Approved or Disapproved.
- Section 3.1** Programs that are approved for grants shall be notified immediately and the funded amount shall be disclosed.
- Section 3.2** Programs not approved for grants shall be notified in writing in a timely Manner and may:
1. Request an explanation of the funding decision, in writing, to the Chair, within five (5) business days of the funding decision notification. The Chair will respond, in writing, within 30 business days.
  2. Request the funding process protocol followed by the JCPC, in writing, to the JCPC Chair within five (5) business days of receiving the funding notification. The request must specify which aspects of the funding process are in question. This will be reviewed by the Funding and Program Review Committee and presented to The Council at the next scheduled JCPC meeting following receipt of the request. The JCPC Chair or the Funding and Program Review Committee Chair, will respond to the applicant, in writing, within ten (10) business days following the JCPC meeting.

**Section 4.** Evaluation.

**Section 4.1** Funded grants shall be evaluated by the Monitoring Committee.

**Section 4.2** No JCPC member who is paid by or directly supervises someone paid by local grant funds, may serve on the Monitoring Committee.

## ARTICLE VI: CONFLICT OF INTEREST

**Section 1.** The JCPC Chairperson shall have all JCPC members complete and sign the disclosure form (form DJJ 13 001c) and inform all members of the conflict policy and review annually.

**Section 1.1** All members must disclose in writing the existence, nature and extent of any potential or actual conflict of interest using (form DJJ 13 001c).

**Section 1.2** If a member directly or indirectly benefits from the disbursement of these state funds. They will not serve on the monitoring or funding committees, nor be able to vote re: funding decisions.

**Section 2** If a conflict is discovered after the fact, the JCPC Chairperson will inform the JCPC of the conflict of interest.

**Section 3** All conflict of interest disclosure forms must be filled out by all members.

## ARTICLE VII: EMAIL VOTING

**Section 1.** The Initiator

**Section 1.1** Any active member or JCPC Coordinator can initiate mail voting by sending voting proposal via email.

**Section 1.2** The member who has initiated a vote can retract the voting proposal by sending an email to the membership list stating the intention to retract the proposal.

**Section 2.** Email Voting Process

**Section 2.1** Email voting proposal is initiated by sending an email to the entire membership mailing list containing the words "Voting Proposal" in the subject line and explicitly stating the subject of the voting.

**Section 2.2** The body of the email shall include exact and complete information on what is to be voted upon; only information which is directly related to the subject of the voting may be contained in the email voting proposal.

**Section 3.** Voting Period

**Section 3.1** A proposal can only be retracted within the voting period.

**Section 3.2** The voting period starts when the email is sent out to the membership, unless specified otherwise in the voting proposal, and lasts for a period of two weeks.

**Section 3.3** During the voting period the members cast their votes. Only votes cast within the voting period are considered for the results of the voting.

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**Orange County Juvenile Crime Prevention Council Meeting**  
**Friday, August 2, 2019 (12:00noon – 2:00pm)**  
**Hillsborough Commons – 113 Mayo Street**  
**Hillsborough, NC**

**Proposed Minutes**

Attendees: **Amanda Farris, Maren Hardin, Kysha Thompson, Stephanie Jones, Gayane Chambliss, Jay Cole, Beverly Scarlett, Sharorn Hinton, Carol McClelland,** Tami Pfeifer, Susan Worley, Val Hanson, Lia Kaz, Rebekah Rapoza (\***Members in bold**)

Absent: Megan Johnson, Tina Sykes, Penny Rich, Nick Allen, Lee Barnes

Excused: Sherita Cobb, Peggy Hamlett, Bernard Miles, Matthew Hinton, Donna King, Meg McGurk

**Welcome**

The meeting opened with a welcome from Vice Chair, Amanda Farris, and introductions.

**Minutes Review and Approval**

The Council reviewed the minutes from June 2019. Quorum was not present; June minutes approval will be put on October's agenda.

**Agency Roundtable**

*Dispute Settlement Center* – They have 6 new youth and 3 open referrals. They are in conversation with some schools to start offering services and get direct referrals from them. They are no longer doing peer circles but instead are focusing on an accountability process. Question was asked about whether transportation was a barrier for some students. In the past, when they did Family Table and Peer Circles it was hard to get everyone to one location, but now that the focus has shifted away from the group format, they are able to meet the youth wherever is convenient for them (school, JJ, library, etc.).

*Volunteers for Youth* – Nicole has left but they have already hired her replacement, Steven Rodriguez. He just moved here from Oregon after graduating from college and has some similar lived experiences as many of the youth they work with. So far this year they have served 32 in Community Service and 22 in Teen Couth. With it being the summer, there have been many projects available to the youth, one of which being a landscape beautification project at the Juvenile Court Counselors office.

*Boomerang* – They are working with a few agencies and programs during the summer when school's out to help youth with career exploration and development of soft skills. They are excited to be opening a satellite location at the Department of Social Services Orange Works building in an effort to better serve students from orange County Schools who are suspended. They have just hired one new staff and are interviewing for a second.

**JJ Data Report/Update**

No update again this month as their data system is still being updated and they are unable to run reports at this time. Amanda will update the Council with all missed months of data as soon as it's available again. However, she was able to pull some info from their log of complaints received. June: 8 juveniles, 16 complaints; July: 8 juveniles, 22 complaints. Most of the complaints came from law enforcement.

**JCPC Business**

*Conflict of Interest form* – This needs to be completed by all board members on an annual basis. Forms are being passed around; please complete and give to Rebekah before you leave.

*JCPC Workplan/Calendar* – This document lays out all the work of the JCPC by month. It provides a summary of what items are due when and what tasks the JCPC should be focusing on each month.

*Committee Sign-Ups* – All JCPC members are asked to select at least one committee to serve on (if possible). The only committee available to program providers is Risk and Needs. A sign-up sheet is being passed around. For more information, a description is included in your packet.

### **Hot Topics**

Through the work of other related committees, the issue of Raise the Age (RtA) has come up with regards to training for law enforcement on diversionary programs. In particular, we need to remember about some of the similar agencies (such as Eno River State Park). JJ has reached out to Raleigh because law enforcement and community members have been asking about training for RtA and they have been told that it is coming before December.

At the Coalition meeting this week some data was shared about marijuana use and Gayane would like to share this information at the next JCPC meeting after it's finalized.

As of July 15, Medicaid recipients should have received information from the state with information about the different plans. Families are going to have to make a decision about their new provider. This doesn't include those with complex needs (JJ youth are not considered complex). As of September 15, if they haven't selected a provider, one will automatically be assigned.

Parents of youth who are involved in underage drinking are being referred to "Be a Responsible Seller" program, an education training for restaurants and bars. While this is a good training, it is not appropriate for parents. But they reasons parents are being referred is because there are no other training/education options available. This shows that there is a need for appropriate parent education programs. There has been some work being done already and Gayane would like to invite interested JCPC members and programs to help develop curriculum/programming.

### **Announcements**

Orange County Schools Health and Safety Fair will be September 20 in the Hillsborough DSS parking lot. Agencies will have tables to provide information on available resources.

**Orange County Juvenile Crime Prevention Council Meeting**  
**Friday, October 4, 2019 (12:00noon – 2:00pm)**  
**Hillsborough Commons – 113 Mayo Street**  
**Hillsborough, NC**

**Proposed Minutes**

Attendees: **Stephanie Jones, Sharron Hinton, Gayane Chambliss, Carol McClelland, Maren Hardin, Jay Cole, Donna King**, Nina Barrett, Val Hanson, Lia Kaz, Paige Schildcamp, Stacey Allred, Sarah Black, Megan Raymond, Susan Worley, Tami Pfeifer, Denise Briggs, Rebekah Rapoza (**\*Members in bold**)

Absent: Megan Johnson, Penny Rich, Beverly Scarlett, Nick Allen, Lee Barnes

Excused: Sherita Cobb, Tina Sykes, Peggy Hamlett, Bernard Miles, Matthew Hinton, Amanda Farris, Meg McGurk

**Welcome**

The meeting opened with a welcome from Council Member, Sharron Hinton. Sharron volunteered to lead the meeting in the absence of the both the Chair and Vice Chair, and the council members agreed.

**Minutes Review and Approval**

Quorum was not present; June and August minute approval will be put on December's agenda.

**Agency Roundtable**

*Boomerang* – So far this school year they have served 22 students and last year September was really slow and only served nine. They attribute much of the increase to their new location at Orange Works and now being able to better accommodate the Orange County Schools students. She doesn't think that the suspension numbers are any different, but that they are able to serve them now with the new location. They have served students from all middle and high schools except Gravelly. The biggest reason for suspension continues to be fighting. Also, they have already served four court-involved youth this year when last year they only served a total of about six or seven. A new need they have seen this year is with a handful of students this year that have been hospitalized recently for self-harm behaviors and the lack of services/transition plan post-hospitalization. We need to figure out a way to improve the network of support for these youth.

*Volunteers for Youth* – The Community Service program has served 32 youth and Teen Court has served 34 so far this year. The Community Service program has been working on a landscaping project at Juvenile Court.

*Dispute Settlement Center* – They will be giving a brief presentation a little later in the meeting on restorative justice and restorative practices in Orange County. They have admitted six youth so far this fiscal year and are currently working with two.

*Exchange Club* – Parent Teen Solutions program has been a little slow going because they were awarded the funds late, had to find staff and a location for the group sessions. Because of all that, there are no numbers to report for the group component but they do have referrals coming in now and are hoping to start on Tuesday from 5:30pm-7:30pm. The group will be held at Holy Trinity Church in Chapel Hill. There are two youth currently enrolled in the in-home component. The biggest challenge right now is getting referrals coming in because the program is brand new.

## Guest Speakers

*Orange Partnership – “Youth and Marijuana in Orange County: Data to Measure the Needs and Set the Tone” presented by Paige Schildcamp*

Data was collected from YRBS, Juvenile Justice, Teen Court, Orange County Schools, and a Community Survey between 2016 and 2019. The largest response came from the Community Survey (828) that was conducted between 2018 and 2019 and included responses gathered from OC Health Department, DSS, Last Friday, ADAPT volunteers, boosted Facebook post, and listservs. All of the questions were asked to both adults and youth.

- Question 1: “How easy would it be for youth to get marijuana?” Adults = 71% said very/sort of easy; Youth = 77% said very/sort of easy. Overall, the consensus is that access to marijuana in rural Orange County is pretty easy.
- Question 2: “How wrong does your community feel it is for youth to use marijuana?” Adults = 73% said wrong/very wrong; Youth = 62% said wrong/very wrong. So while it is easy to get, the community thinks it’s wrong.
- Question 3: “Are parents talking to youth about harmful effects of marijuana?” Adults = 47% said frequently; Youth = 21% said frequently. Adults may feel they are communicating with youth but in reality, the youth may not be listening/hearing.
- Question 4: “Where are youth accessing marijuana?” Adults = Friends, Non-friend peers, and Dealer; Youth = Friends, Non-family adults, and Parents. There is a huge difference between where parents believe youth are getting it and where youth are.

Thirty-three total ADAPT One-on-One Interviews were completed. These were youth interviewing other youth and topics addressed were alcohol, marijuana, and prescription medication.

- Question 1: “How easy is it for you to access marijuana if you wanted?” 64% (very) Easy
- Question 2: “Do you know peers your age that use marijuana?” 94% Yes
- Question 3: “If you know youth that use marijuana, where do they usually do it?” 49% At Home
- Question 4: “If you know youth that use marijuana, how often do they usually do it?” 61% Often/Daily/Multiple Times per Day. If they know someone who is using it tends to skew towards someone who uses consistently.
- Question 5: “If you know any peers that use marijuana, where are they getting it?” A dealer was most common response.
- Question 6: “If you have peers that use marijuana, why do they do it?” Stress/coping and for fun/feels good were most common responses.
- Question 7: “Do you know any parents (not necessarily your own) that use marijuana?” 52% said yes.
- Question 8: “Do your parents ever talk to you about marijuana?” 48% said yes.

Dispute Settlement Center – Being mindful of time and the remaining agenda, they will table their presentation until December’s meeting.

## JCPC Business

*Conflict of Interest Form* – If any council members haven’t signed yet, please make sure you do before you leave.

*Committee Sign-ups* – If you have not signed up yet, now is your opportunity. The sign-up is going around. The committees are Funding, Monitoring, and Risk and Needs. Some have already signed up, but if you don’t see your name, feel free to sign-up for one or more. The Risk and Needs committee is the only committee that non-council members are allowed to participate in. This committee is important because they review data and determine the needs that drive the RFP. All of the committees are a one-time commitment and not something that is ongoing or requires lots of additional meetings.

*Raise the Age* – As of today, there is still no signed budget so we are still waiting on official notice of funding level. The handout in your packet shows the projected amount funding for year one and year two to help the JCPCs begin planning on how they'd like to distribute the funds. The JCPCs are being encouraged not to make any decisions because until the budget is signed, anything could happen. The expansion funds do not require a match unless it's for the purchase of equipment. The Funding Committee will meet and decide how to proceed with the RtA funds: 1) offer the current programs the opportunity to expand their currently funded services; 2) advertise another RFP to address gaps in services; 3) a combination of both. Regardless of whether or not the budget is passed and programs have funds, they will still be required to start serving 16 and 17 year olds beginning December 1. Additionally, it is expected that these funds will be spent by June 30. In order to keep the process moving, Denise is going to email the Funding Committee with more information and instructions on what the next steps are.

### **Announcements**

October 14 @ 2pm at Cardinal Innovations office in Chapel Hill there will be a meeting for helping providers figure out the Medicaid transformation transition.

OC Criminal Justice Resource Department, Local Reentry Council, Social Services, and Child Support are sponsoring two sessions presented by Melissa Radcliff speaking about working with children whose parents have been incarcerated and are coming back into the community. The sessions will be November 5 from 9:30-12 and 1:30-4 at Whitted Human Services in Hillsborough.

### **Consultant Update**

UNC is putting on Raise the Age trainings/workshops. The trainings are being held across the state. The Raleigh training is full but there is one in Chapel Hill on October 30 from 8:30-12:30. As it gets closer to December, the trainings will begin to fill up.

Denise has been doing some program monitoring and Teen Court is coming up.

**Orange County Juvenile Crime Prevention Council Meeting**  
**Friday, December 6, 2019 (12:00noon – 2:00pm)**  
**Southern Human Services Center – 2501 Homestead Rd**  
**Chapel Hill, NC**

**Proposed Minutes**

Attendees: **Peggy Hamlett, Amanda Farris, Meg McGurk, Megan Johnson, Tina Sykes, Sherita Cobb, Jay Cole, Carol McClelland, Penny Rich, Gayane Chambless, Donna King, Bernard Miles, Maren Hardin,** Val Hanson, Lia Kaz, Charlos Banks, Pam Weiden, Keith Bagby, Sonia Frischemeier, Sabrina Williams, Stacey Allred, Susan Worley, Nina Barrett, Megan Raymond, Rebekah Rapoza  
 (\*Members in bold)

Absent: Beverly Scarlett, Nick Allen, Lee Barnes

Excused: Stephanie Jones, Sharron Hinton, Matthew Hinton,

**Welcome**

The meeting opened with a welcome from Vice Chair, Amanda Farris. Chair, Bernard Miles, is running late but on the way.

**Minutes Review and Approval**

The Council reviewed the minutes from June 2019. Carol McClelland motioned for minutes to be approved and was seconded by Megan Johnson. Motion carried unanimously.

The Council reviewed the minutes from August 2019. Carol McClelland motioned for minutes to be approved and was seconded by Sherita Cobb. Motion carried unanimously.

The Council reviewed the minutes from October 2019. One correction was noted within the Exchange Club's Agency Roundtable report: the location of the group was corrected to Holy Trinity Church. Carol McClelland motioned for minutes to be approved with one correction and was seconded by Meg McGurk. Motion carried unanimously.

**Agency Roundtable**

*Boomerang* – Year to date they have served 66 students in the alternative to suspension program, which is almost 50% more than this time last year. 67% of students have come from Chapel Hill-Carrboro City Schools (CHCCS) and 33% from Orange County Schools (OCS). In the month of November, they served 15 from CHCCS and 5 from OCS with 40% of referrals for fighting and 18% for substance use. Year to date, they have served 10 court-involved youth.

*Exchange Club* – At the beginning of the fiscal year, referrals were very slow because the program was new. As time has gone on, referrals are starting to come in more steadily. Referrals are coming from DSS, Truancy Court, and self-referrals. The program with Truancy Court referrals is that many are for youth who are younger than the age that JCPC can serve so they have to refer those families to other resources. Sabrina has started seeing families in-home and also running the class.

*Volunteers for Youth* – Programs are going well and numbers are pretty well on par. Steven Rodriguez was hired in August and has been working part-time with Community Service and part-time with Teen Court. It has been really helpful for Kate to have another staff person helping with Teen Court. He is also bilingual and this has been helpful with intakes.

*Dispute Settlement Center* – They have worked with 12 kids so far this year, putting them on track with their numbers. Many of their volunteers are bilingual which has helped them outreach and service to the Latinx population.

## **DJJ Data Report/Update**

They are still not able to run reports and provide data like before. However, in October, they received referrals on 15 youth for a total of 19 complaints, and in November, they received referrals on 10 youth for a total of 16 complaints. Raise the Age started December 1 and so far they haven't received any complaints on 16 and 17 year olds.

## **Guest Speakers**

*Dispute Settlement Center – Val Hanson & Lia Kaz*

With Raise the Age and the emphasis on Restorative Justice (RJ) practices, they thought it would be helpful to talk about what they doing. RJ involves authoritative figures doing things *with* people instead of *to* or *for* them. A RJ approach reintegrates wrongdoers back into their community and reduces the likelihood that they will reoffend. The traditional model is going to ask questions along the lines of: What law was broken? Who is to blame? What is the punishment going to be? RJ takes a broader approach and asks: What happened here? Who was impacted by what happened? What are we going to do to make things right? This approach is needs focused and holistic. In their work with youth, they have found that completely different answers are given when asked the broader questions of “what happened?” and “how are we going to make things right?” as opposed to “what rule was broken?” and “who’s to blame?”.

RJ tries to have a response that meets as many needs as possible – the victim(s), the transgressor(s), and even the broader community (families, neighborhood, school, etc.). Accountability is a huge piece of the RJ framework and there are four key components: acknowledge that harm was caused by actions and behavior, understanding how others were affected, taking steps to remain harm, and making a plan so it doesn't happen again (this includes follow-up). There are three approaches they take depending on the situation: an accountability process (individual with little/no community involvement), conferences and mediation (involves other people), and circles (structured process with those most impacted).

Right now most of the referrals for JCPC youth come from Juvenile Justice, other JCPC programs (Teen Court, Boomerang, etc.), and Orange County Schools. Besides the work within JCPC, they are also working closely with OCS on a proactive basis. A positive school climate is one of the most important factors of school-connectedness. And if there is that feeling of school-connectedness, it helps reduce at-risk behaviors. Within the schools, they refer to it as Restorative Practices because they want to leave justice language in the justice system, but it's essentially the same principles. They are also able to assist with reintegration back into the school/classroom with a plan that involve all parties and stakeholders and this in turn helps everyone (student, teacher, staff, etc.) feel okay, and not uncomfortable.

They would love to get more referrals from CHCCS and are excited to be working more closely with the SROs within OCS. They would like to see more direct referrals and be considered as a diversionary option. They have received self-referrals and were able to work with neighbors to resolve issues without having to call the police.

## **JCPC Business**

*Conflict of Interest Form* – If any council members haven't signed yet, please make sure you do before you leave.

*Funding Committee Report* – The Funding Committee met prior to this meeting and review requests for the Raise the Age funds from the currently funded programs. The total funds available are \$51,157. The first recommendation from the Funding Committee is to approve and fund the three applications that were received as they were written: Dispute Settlement Center for \$8,837, Boomerang for \$3,150, and Volunteers for Youth for \$9,512. These requests total \$21,499 leaving us with a balance of \$29,658 remaining to be allocated. The second recommendation is that the board considers allowing the all

currently funded programs one additional week to reapply or still submit requests. Capital purchases (vehicles, equipment, etc.) are allowed but programs must provide their own cash match of 30%. The third recommendation of the Funding Committee is that any funds remaining after any additional requests from the programs are submitted, is that we increase the Admin budget up to \$7,322 which would give us the full \$15,500 that this allowed. A number of years ago the Admin budget was reduced in order to provide programs with additional funds to accommodate their requests. The Admin funds can be used for such things as trainings, conferences, and events for programs and council members.

The Funding Committee motioned that all three requests are funded as written and was seconded by Carol McClelland. Motion carried unanimously.

The Funding Committee motioned that currently funded programs receive an additional week to submit a new or second request for the \$29,658 that is remaining and was seconded by Sherita Cobb. Motion carried unanimously.

The Funding Committee motioned that if there are any funds remaining, up to \$7,322, that the Admin budget be increased by a maximum of that amount and was seconded by Gayane Chambless. Motion carried unanimously.

*Program Monitoring* – Program monitoring will be happening in January, so please be on the lookout for an email from a member of the Monitoring Committee to schedule a day/time.

### **Announcements**

Medicaid transformation was supposed to go into effect in February, but has been put on hold indefinitely due to budget reasons.

The NCCARE360 program is not affected by the transformation being put on hold. Several organizations in our region have come together to provide that resource. Organizations can register for the service and have the opportunity to send and receive referrals and as a member, have the ability to track the status of referrals. The program is connected with DHHS but a private foundation has provided funding.

DSS Toy Chest is in full swing with various collection events happening throughout the county this month. Also, they are always in need of volunteers, especially those who are bilingual, for the distribution event, which will be held on December 21-22.

### **Risk and Needs Committee Meeting**

Friday, January 24, 2020 @ 2:00pm

OrangeWorks (Hillsborough Commons), 113B Mayo Street, Hillsborough

### **JCPC Meeting**

Friday, February 7, 2020 @ 12:00pm

Social Services (Hillsborough Commons), 113 Mayo Street, Hillsborough

**Orange County Juvenile Crime Prevention Council Meeting**  
**Friday, February 7, 2020 (12:00noon – 2:00pm)**  
**Hillsborough Commons – 113 Mayo St**  
**Hillsborough, NC**

**Proposed Minutes**

Attendees: **Bernard Miles, Carol McClelland, Amanda Farris, Peggy Hamlett, Donna King, Gayane Chambless, Stephanie Jones, Jay Cole, Meg McGurk, Jamezetta Bedford, Tina Sykes, Sharron Hinton, Maren Hardin, Sherita Cobb, Beverly Scarlett, Will Elmore, Nina Barrett, Tami Pfeifer, Keith Bagby, Lia Kaz, Val Hanson, Susan Worley, Denise Briggs, Rebekah Rapoza** (\*Members in bold)

Absent: Megan Johnson, Nick Allen, Lee Barnes

Excused: Matthew Hinton

**Welcome**

The meeting opened with a welcome from Chair, Bernard Miles and introductions.

**Minutes Review and Approval**

The Council reviewed the minutes from December 2019. Carol McClelland motioned for minutes to be approved and was seconded by Gayane Chambless. Motion carried unanimously.

**Agency Roundtable**

*Dispute Settlement Center* – So far this fiscal year they have had 16 restorative justice cases and don't currently have any open cases.

*Boomerang* – They have served 104 referrals this year compared to 65 last year. The top two reasons for suspension were fighting and substance use, with fighting being the biggest. In January they served 16 kids, 7 from Orange County Schools (OCS). So far this school year, they have served 36 OCS kids, which is about double for the same time last year. They still feel like they may be missing some kids from OCS due to transportation.

*Volunteers for Youth* – Teen Court has served 45 kids and Community Service has served 58. Community Service program has received a lot of referrals during January, with only a couple that are 16-17 years old. Steven is starting groups before Teen Court which will give kids community service credit hours. Denise advised the program to be mindful of the number of hours youth are getting from groups. When judges order community service, they are looking for sweat equity projects, not just groups. However, there is no state imposed limit on number of hours that can be earned from groups because they want to give the programs flexibility. Just make sure there is a written policy with flexibility.

*Exchange Club* – They are currently being monitored and not able to attend the meeting. However, Amanda was asked to provide the group with an update. They have served 3 youth in the Parent Teen Solutions component and 2 in the Home Visit component. Their target numbers are 24 and 12, respectively, so they are very eager to get more referrals.

**JCPC Business**

*Program Monitoring* – The Monitoring Committee consisted of Carol, Amanda, Maren, and Donna. They visited all five funded agencies to complete the State required monitoring document. While the programs give updates at each meeting, this was an opportunity to a little deeper, review documentation, and talk about things such as progress measurement, strengths and weaknesses, facilities, and get feedback from the court counselors. Overall, the court counselors had very positive feedback on the programs and their interactions/communication.

*Funding Committee Report* – A second request was circulated to currently funded programs for Raise the Age funds and Boomerang, Dispute Settlement Center, and Volunteers for Youth each submitted a request. The Funding Committee met twice to discuss the second requests, with the most recent occurring just prior to this meeting. The Funding Committee is recommending that each program receive an additional allocation out of the Raise of the Age funds of: \$7,306 to Boomerang for computer replacement and training; \$4,067 to Dispute Settlement Center for office equipment and professional development; \$16,455 to Volunteers for Youth for website design, computer purchase, new phone system, training, and Restitution Bank; and \$1,830 to JCPC Admin to help support the work of the JCPC. The Funding Committee made the decision to recommend Volunteers for Youth receive an additional \$5,000 above what they requested to help replenish their Restitution Bank which has already been depleted about half way through the year. The rationale behind the decision is that the need will be significantly higher for the 16-17 year olds and that the bank has already been depleted about halfway through the year.

The Funding Committee made a motion that Boomerang receive an additional \$7,306 in Raise the Age funds and was seconded by Meg. Motion carried unanimously.

The Funding Committee made a motion that Dispute Settlement Center receive an additional \$4,067 in Raise the Age funds and was seconded by Amanda. Motion carried unanimously.

The Funding Committee made a motion that Volunteers for Youth receive an additional \$16,455 in Raise the Age funds and was seconded by Peggy. Motion carried unanimously.

The Funding Committee made a motion that JCPC Admin receive an additional \$1,830 in Raise the Age funds and was seconded by Amanda. Motion carried unanimously.

Rebekah will send out an email to the programs with the total amount of Raise of the Age funds awarded between the two requests. Budget revisions will need to be submitted as soon as possible so that the State can get the funds out in order to be spent before June 30.

*Risk and Needs Committee Report* – The Risk and Needs Committee is tasked with using the data to help create a RFP that is responsive to the needs of the youth in our community. There were no significant changes in the data from the previous year. A couple questions/areas for clarification were identified: Temporary Shelter versus Runaway Shelter category and what category independent living skills would fall under. The shelter categories are differentiated by the length of stay and independent living skills would fall under the Interpersonal Skills category.

*RFP Review and Vote* – RFP dates, funding amount and program types were reviewed. It was decided to add Life Skills on to the RFP as a program type. Carol made a motion to adopt the RFP with the addition of Life Skills to program types and was seconded by Gayane. Motion carried unanimously.

### **Consultant Update**

Denise asked if there was flexibility to move the all-day Funding Committee/Application Presentations to another day due to a schedule conflict. Rebekah and Denise will get together to come up with some alternative dates to send out to the Funding Committee.

### **Announcements**

Boomerang will be holding an Open House at their new Hillsborough location on February 25 at 5:30pm and will be sending out an invitation.

Boomerang has been talking with Chapel Hill-Carrboro City Schools about the possibility of sending a teacher to them every day to help with school work and to act as a liaison. It will be incredibly helpful for the kids as a lot of them are underperforming and this could be a way to help get them reengaged.

Judge Scarlett is working to get an assessment protocol set-up for our jurisdiction so that when law enforcement responds to a domestic violence call, there will be a procedure in place so that the victim can speak with someone who will complete the assessment and based on the results, appropriate resources will be shared. She is hoping there will be a central location for the data to be collected and a way for raw numbers to be shared with members of the bench so that they can do a better job putting orders in place to better protect families. The long-term goal is to reduce violence in the home. She also hopes to have a community awareness component.

**Orange County Juvenile Crime Prevention Council Meeting  
Friday, April 3, 2020 (12:00noon – 2:00pm)  
Virtual GoToMeeting**

**Proposed Minutes**

Attendees: **Bernard Miles, Jamezetta Bedford, Gayane Chambless, Donna King, Megan Johnson, Carol McClelland, Stephanie Jones, Amanda Farris, Jay Cole, Peggy Hamlett, Tina Sykes, Sharron Hinton, Matthew Hinton**, Patricia Cardoso, Charlos Banks, Lia Kaz, Tami Pfeifer, Susan Worley, Paul Atherton, Val Hanson, Stacey Allred, Pam Weiden, Denise Briggs, Rebekah Rapoza (**\*Members in bold**)

Absent: Sherita Cobb, Maren Hardin, Beverly Scarlett, Nick Allen

Excused: Meg McGurk

**Welcome**

The meeting opened with a welcome from Chair, Bernard Miles and introductions.

**Minutes Review and Approval**

The Council reviewed the minutes from February 2020. Jamezetta Bedford motioned for minutes to be approved and was seconded by Gayane Chambless. Motion carried unanimously.

**Agency Roundtable**

*Dispute Settlement Center* – They have completed 16 referrals and haven't received any new ones since everything started with COVID-19. Staff are working from home and been conducting intakes via phone but have concerns about video conferencing platforms. They have been conducting outreach to court counselors and law enforcement to remind that they are available. Events from March through June have been cancelled. They are using this time to participate in webinar trainings and update policies.

*Boomerang* – As of the end of March, they have served 133 YTD, compared to 94 for the same time period last year. Fighting continues to be the number one reason for suspension. Dispute Settlement Center has been providing mediation services in the Hillsborough location. They have closed down programming and are focusing on establishing contact with kids and families. Parents and kids say they are okay but are both trying to figure out how to stay occupied/keep their kids occupied. They have also been reaching out to school staff to determine their protocols for connecting with kids and families and seeing if they are able to sync efforts. They are being mindful of child safeguarding practices and utilizing the platforms that the schools are when making contacts with kids and parents.

*Volunteers for Youth* – All face-to-face contact has been suspended and staff is working from home. They have a large caseload of kids needing hours and they are working to put together a packet with options for things they can do from home. For example, they have recommended movies/documentaries with questions to answer, allowing youth to help parents with certain work within the home (must be approved first), and offering online training if they can get enough youth. They are limiting the number of hours they can get from these activities to ensure there is variety.

*Wrenn House* – They are still operating but following the strict guidelines from CDC and DHHS for shelter facilities. All staff have their temperatures taken prior to each shift (no problems yet), youth have their temperatures taken daily, cleaning practices have been increased, and asking CDC screening questions on referrals. They have left the downstairs bedroom vacant in case a resident needs to be isolated due to suspected or confirmed COVID-19. If more than one resident becomes ill at the same time then they have plans to convert an office into a bedroom. Programming hasn't changed but it's been difficult keeping them occupied. They are no longer accepting respite requests and are focusing on serving youth who have nowhere else to go. They have also been limiting visitors, utilizing WebEx or conference calls, allowing items to be dropped off and left on the porch, and have relaxed bedtime and

social media rules. They have put together a frontline crew and 2 back-up crews to make sure they have enough staff available should anyone become ill.

*Exchange Club* – Parent Teen Solutions class was suspended 3 weeks ago. They will resume this week but will be conducted online (through paid version of Zoom). Staff is still in communication with the youth and parents even though classes were suspended. Home visits have been conducted provided in a virtual format. The agency has been allowing staff to work a staggered schedule. They are still accepting referrals and currently providing class and home services to 7 kids.

### **JCPC Business**

*Funding Committee Report* – Due to COVID-19 we were unable to hold the traditional program application presentations and subsequent committee discussions. Since there were no new program applications for FY 2020-2021, and with State approval, the process was conducted electronically. The applications were emailed to the Committee members for review and any questions about the applications were emailed to the agencies to provide a response/clarification. Funding discussions were then held via email. Since the total of the requests was less than the available funding, the Committee decided to fully fund all requests and spread any remaining funds among all the programs.

- *Boomerang*: current FY19-20 funding - \$46,090; FY20-21 request - \$40,000; FY20-21 recommendation - \$47,624. Donna King made a motion that Boomerang be funded at \$47,624 and was seconded by Carol McClelland. Motion carried unanimously.
- *Community Service & Restitution*: current FY19-20 funding - \$84,476; FY20-21 request - \$82,121; FY20-21 recommendation - \$83,655. Carol McClelland made a motion that Community Service & Restitution be funded at \$83,655 and was seconded by Sharron Hinton. Motion carried unanimously.
- *Mediation*: current FY19-20 funding - \$58,631; FY20-21 request - \$59,000; FY20-21 recommendation - \$60,534. Carol McClelland made a motion that Mediation be funded at \$60,534 and was seconded by Donna King. Motion carried unanimously.
- *Parent/Teen Solutions*: current FY19-20 funding - \$45,500; FY20-21 request - \$59,150; FY20-21 recommendation - \$60,684. Carol McClelland made a motion that Parent/Teen Solutions be funded at \$60,684 and was seconded by Sharron Hinton. Motion carried unanimously.
- *Teen Court*: current FY19-20 funding - \$72,691; FY20-21 request - \$73,087; FY20-21 recommendation - \$74,625. Gayane Chambless made a motion that Teen Court be funded at \$83,655 and was seconded by Carol McClelland. Motion carried unanimously.
- *Wrenn House*: current FY19-20 funding - \$11,492; FY20-21 request - \$14,940; FY20-21 recommendation - \$16,474. Donna King made a motion that Wrenn House be funded at \$16,474 and was seconded by Carol McClelland. Motion carried unanimously.
- *JCPC Admin*: current FY19-20 funding - \$10,008; FY20-21 request - \$10,008; FY20-21 recommendation - \$15,500. Carol McClelland made a motion that JCPC Admin be funded at \$15,500 and was seconded by Donna King. Motion carried unanimously.

### **Consultant Update**

The Department is being flexible with due dates and guidelines will be coming out soon, especially with regards to signatures (more electronic, less original). Discretionary funds announcement will be coming out soon and can be used for things such as technology updates to help with continued service delivery through COVID-19. Denise will return program applications so that they can be revised to reflect the approved funding amounts.

# Juvenile Crime Prevention Council County Plan

## Orange County

### For FY 2020-2021

#### Table of Contents

- I. Executive Summary
- II. County Funding Plan
- III. Juvenile Crime Prevention Council Organization
- IV. County Risk and Needs Assessment Summary
- V. County Juvenile Crime Prevention Council Request for Proposals
- VI. Funding Decisions Summary
- VII. Funded Programs Descriptions (unless there is a JCPC approved Program Enhancement Plan)
- IX. Program Enhancement Plans (for each program which had a PEP approved by the JCPC)

Attachments: **Continuum of Services - At a Glance**

## Executive Summary

The Orange County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has completed the activities required to develop and update this County Plan for FY 2020-21.

The JCPC has identified issues and factors that have an influence and impact upon delinquent youth, at-risk youth, and their families in Orange County. Further, the JCPC has identified strategies and services most likely to reduce/prevent delinquent behavior. It should be noted that the JCPC continues to support and embrace diversionary strategies, such as Teen Court, that effectively reduce and prevent delinquency. As noted in NC Gen. Stat. § 143 B-851, the JCPC is legislatively mandated to evaluate the effectiveness of its funded programs and the Department of Public Safety, Division of Adult Correction and Juvenile Justice, has provided the Standardized Program Evaluation Protocol (SPEP) Instrument to aide JCPCs with this task. However, the tool cannot be administered to all JCPC funded programs given that some programs are identified as structures or “settings within which program services are delivered” (Lipsey, 2005). Programming such as Teen Court may be identified as a structure yet it offers vital diversionary programming to youth. Other services, including some residential programs and structured-day services, also offer vital intervention strategies to youth and families but may not be scored using the SPEP instrument. The JCPC recognizes that these identified structures offer critical prevention/intervention programming and the JCPC adheres to their utilization in its strategies to prevent and reduce delinquency.

Priorities for Funding: Through a risk & needs assessment and a resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency in Orange County:

- Restitution/Community Service
- Parent/Family Skill Building
- Assessment/Treatment Programs for Un/Underinsured (including Substance Abuse; Trauma Based Therapy)
- Interpersonal Skill Building
- Mentoring
- Mediation/Conflict Resolution (including School Based)
- Teen Court
- Tutoring/Academic Enhancement
- Temporary Shelter (specifically Emergency Shelter)

Monitoring and Evaluation: Each program funded in the past year by the JCPC has been monitored. The monitoring results and program outcomes evaluations were considered in making funding allocation decisions. The JCPC continues to conduct implementation monitoring of its action plan and its funded programs.

Funding Recommendations: Having published a Request for Proposals for needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC

recommends allocation of the NC Department of Public Safety (NC DJJ) funds to the following programs in the amounts specified below for FY 20-21 (*see Orange County Funding Plan*):

<b>Program Types</b>	<b>Funding Recommendations</b>
Juvenile Structured Day	47,624
Community Service and Restitution	83,655
Mediation/Conflict Resolution	60,534
Teen Court	74,625
Home-Based Counseling and Interpersonal Skill Building Groups	60,684
Runaway Shelter Care	16,474

The JCPC further recommends that the following amount be allocated from the NC DPS DJJ funds for the administrative costs of the Council for FY 20-21: \$15,500

Respectfully Submitted,



Bernard Miles, Chair  
Orange County Juvenile Crime Prevention Council

## ORANGE County NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 359,096 Local Match: \$ 249,548 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	Boomerang Youth, Inc. (Juvenile Structured Day)	\$47,624	\$14,287	\$60,000			\$189,383	\$311,294	85%
2	Volunteers for Youth, Inc. (Juvenile Community Service and Restitution)	\$83,655	\$25,097	\$30,181				\$138,933	40%
3	Volunteers for Youth, Inc. (Teen Court)	\$74,625	\$22,388	\$11,528				\$108,541	31%
4	Dispute Settlement Center (Mediation/Conflict Resolution)	\$60,534	\$18,160	\$3,000				\$81,694	26%
5	Haven House, Inc. (Wrenn House)	\$16,474	\$4,942	\$19,580				\$40,996	60%
6	JCPC Administration	\$15,500	\$4,650					\$20,150	23%
7	Exchange Clubs Family Center in Alamance (Parent/Teen Solutions)	\$60,684	\$18,205		\$17,530			\$96,419	37%
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<b>TOTALS:</b>		<b>\$359,096</b>	<b>\$107,729</b>	<b>\$124,289</b>	<b>\$17,530</b>		<b>\$189,383</b>	<b>\$798,027</b>	<b>55%</b>

The above plan was derived through a planning process by the ORANGE County  
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 20-21

Amount of Unallocated Funds \_\_\_\_\_

Amount of funds reverted back to DPS \_\_\_\_\_

Discretionary Funds added \_\_\_\_\_

*[Signature]* 6/2/20  
Chairperson, Juvenile Crime Prevention Council (Date)

check type  initial plan  update  final

-----DPS Use Only-----

Reviewed by _____	_____
Area Consultant	Date
Reviewed by _____	_____
Program Assistant	Date
Verified by _____	_____
Designated State Office Staff	Date

\_\_\_\_\_  
Chairperson, Board of County Commissioners (Date)  
or County Finance Officer



## SUMMARY REPORT OF THE ORANGE COUNTY RISK AND NEEDS ASSESSMENT COMMITTEE

- I. Risk Assessment Summary
- II. Needs Assessment Summary
- III. Resource Assessment Summary
- IV. Summary of Gaps and Barriers in the Community Continuum
- V. Proposed Priority Services for Funding

### Part I. Risk Assessment Summary

The Orange County JCPC Risk and Needs Assessment Committee reviewed data gleaned from the Juvenile Risk Assessment instrument administered by Juvenile Court Counselors after juveniles are referred with a complaint alleging that a delinquent act has occurred and prior to adjudication of the juvenile. The Juvenile Risk Assessment is an instrument used to predict the likelihood of the juvenile being involved in future delinquent behavior. For some juveniles, some of the individual item ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items (represented by an asterisk) there is a likelihood of under-reporting the incidence of a particular behavior and the actual incidence may be higher than suggested by these figures. In those cases, the figure should be interpreted as a measure of the minimum level of occurrence.

#### **Orange County Risk Factor Observations: FY 2018-19**

3% of juveniles coming to the attention of Juvenile Services were at low risk (R1) for reoffending.

16% of juveniles coming to the attention of Juvenile Services were R2 of reoffending.

31% of juveniles coming to the attention of Juvenile Services were R3 of reoffending.

34% of juveniles coming to the attention of Juvenile Services were R4 of reoffending.

15% of juveniles coming to the attention of Juvenile Services were high risk (R5) of reoffending.

*NOTE: R1=Risk Level 1 (0 points), R2=Risk Level 2 (1-2 points), R3=Risk Level 3 (3-5 points), R4=Risk Level 4 (6-12 points) and R5=Risk Level 5(13+ points)*

12% of juveniles were under age 12, a slight decrease from FY 17-18 (13%).

36% of juveniles show having one or more prior referrals at the time of intake, a slight increase from FY 17-18 (34%).

24% of juveniles have a prior class 1-3 misdemeanor with 2% having prior class f-1 felonies or a1 misdemeanors/A-E Felonies.

14% of juveniles had prior assaults, a increase from FY 17-18 of 11%.

26% of juveniles have run away from home or placement which remained close to this data in FY 16-17 (25%).

\* 21% of juveniles have some known substance use and need further, as compared to 17% in FY 17-18. 16% have known substance abuse and need assessment or treatment, as compared to 13% in FY 17-18.

*\*This statistic is possibly underreported.*

75% of juveniles demonstrate moderate to serious behavioral problems in school. These numbers slightly increased from FY 17-18 (73%).

77% of juveniles lack pro-social peers, regularly associate with others involved in delinquent activity, and/or is a gang member/associates with a gang; a decrease from FY 16-17 (88%).

10% of parents are willing but unable or unwilling to supervise juveniles, a significant increase from FY 17-18 (3%).

## **Part II. Needs Assessment Summary**

The Orange County JCPC Risk and Needs Assessment Committee also reviewed data gleaned from the Juvenile Needs Assessment instrument administered by Juvenile Court Counselors prior to court disposition of a juvenile. The Juvenile Needs Assessment is an instrument used to examine juvenile needs in the various domains of his/her life: The Individual Domain, The School Domain, The Peer Domain, and the Community Domain. This instrument was designed to detect service intervention needs as an aid in service planning. As with the Juvenile Risk Assessment, some of the individual item ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items (represented by an asterisk) there is a likelihood of under-reporting the incidence of a particular behavior and the actual incidence may be higher than suggested by these figures. In those cases, the figure should be interpreted as a measure of the minimum level of occurrence.

### **Orange County Elevated Needs Observations: FY 2018-2019**

*Juveniles were low (47%), medium (45%) and high (8%) with overall needs for services/interventions to reduce the likelihood of repeat delinquency. Juveniles with low and medium needs are able to be served in the community.*

47% of juveniles fall into the low needs category of having indicators that there are needs not being addressed; which is lower than the state average of 63%.

45% of juveniles fall into the medium needs category of having indicators that there are needs not being addressed; which is above the state average of 33%.

8% of juveniles fall into the high needs category which is higher than the state average of 4%.

24% of juveniles report being rejected by positive peers; 46% had some/regular association with delinquent peers and 8% regularly associated with a gang. Data remain steady as compared to FY 17-18 with an increase at 15% of some association with delinquent peers as compared to FY 17-18 (13%).

74% of juveniles have moderate to serious school behavior problems as compared to 73% in FY 16-17.

\*37% of juveniles need substance abuse assessment or treatment as compared to 32% in FY 17-18.

*\*This statistic is possibly underreported.*

\*38% of juveniles are reported to be abuse/neglect victims which is higher than the state average 19%, and 4% having NO support.

*\*This statistic is possibly underreported.*

\*2% of juveniles have dangerous sexual practices.

*\*This statistic is possibly underreported.*

49% of juveniles need more mental health assessment which is higher than the state at 34%.

\*22% of juveniles have domestic discord in the home as compared to 26% in FY 17-18 and 8% of juvenile's experience domestic violence in the home as compared to 4% in FY 17-18.

*\*This statistic is possibly underreported.*

63% of juveniles come from homes where parents/guardians have marginal to inadequate family supervision skills which is higher than the state at 51%

11% of juveniles have a parent/guardian with a disability, above the state average of 4%.

\*13% of juveniles have family alcohol/drug abuse in the home, slightly higher than the state average of 12%.

*\*This statistic is possibly underreported.*

51% of adjudicated juveniles come from homes where family members have criminal history and an additional 14% are under active court supervision or have gang involvement.

### **Part III. Resource Assessment Summary**

Community resources are sometimes available but can be difficult to access. See the attachment titled *Orange County Continuum of Services – At a Glance* for a listing of available community resources.

#### **Part IV. Summary of Gaps and Barriers in the Continuum of Services**

While Orange County is not large, transportation is a barrier for many juveniles, especially those in Northern Orange County where public transportation is limited. Additionally, the cost of gas is an inhibitor to accessing services, including court ordered sanctions and therapy sessions while in-home funded services could address this barrier.

Young people and families needing bi-lingual mental health and substance abuse services often experience waitlist for services due to the scarcity of bi-lingual therapists and language interpretation. There are no mental health or substance abuse services available for undocumented juveniles.

While Orange County does have a domestic violence service provider, the services offered are limited and are targeted more towards adults experiencing it as victims.

#### **Part V. Proposed Priority Services for Funding**

The committee compared the services needed to address the elevated Juvenile Risk Factors and Juvenile Needs with services currently available in the community. Services which are currently available in the community and sufficient to meet the needs of court involved juveniles or those juveniles most at risk for court involvement are not considered as a priority for JCPC funding.

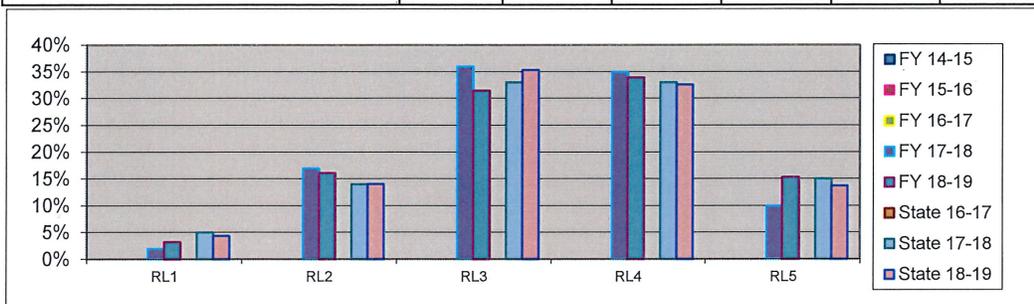
**The Committee proposes that the following service be approved as the funding priorities for FY 20-21:**

1. Restitution/Community Service
2. Teen Court
3. Tutoring/Academic Enhancement
4. Interpersonal Skill Building
5. Temporary Shelter Services (specifically Emergency Shelter)
6. Mediation/Conflict Resolution (including School Based)

RISK ASSESSMENT COMPARISON DATA Orange  
for FY 14-19

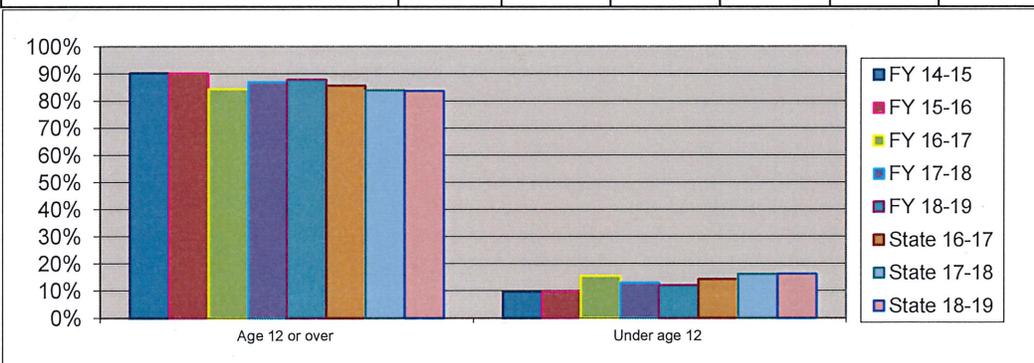
	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
Total Assessments	93	72	84	100	124	15,831	16,290	15,262

Overall Risk Level	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
RL1				2%	3%		5%	4%
RL2				17%	16%		14%	14%
RL3				36%	31%		33%	35%
RL4				35%	34%		33%	33%
RL5				10%	15%		15%	14%



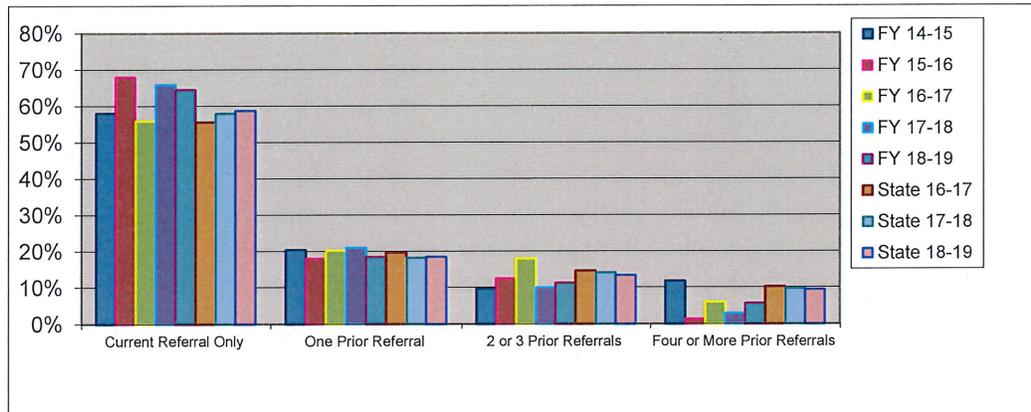
Observations: The risk assessment tool was renormed in April 2016 with new Risk Levels as: R1=Risk Level 1 (0 points), R2=Risk Level 2 (1-2 points), R3=Risk Level 3 (3-5 points), R4=Risk Level 4 (6-12 points) and R5=Risk Level 5 (13+ points)

R1 - Age When First Delinquent Offense Alleged in a Complaint	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
Age 12 or over	90%	90%	85%	87%	88%	86%	84%	84%
Under age 12	10%	10%	16%	13%	12%	14%	16%	16%



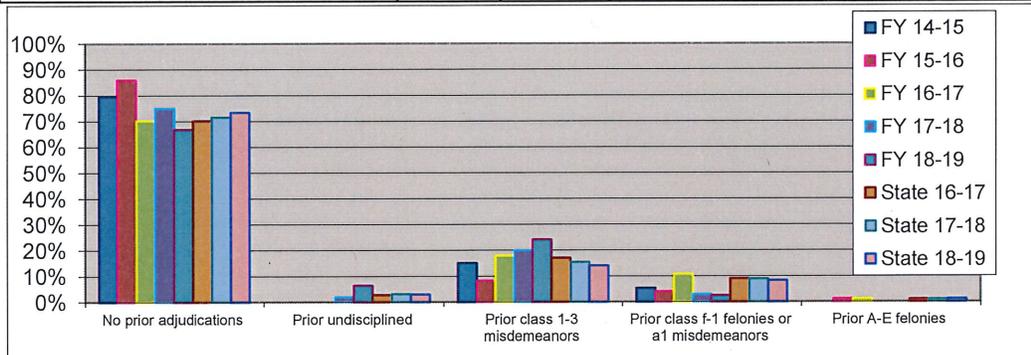
Observations:

R2 - Number of Undisciplined or Delinquent F	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
Current Referral Only	58%	68%	56%	66%	65%	56%	58%	59%
One Prior Referral	20%	18%	20%	21%	19%	20%	18%	18%
2 or 3 Prior Referrals	10%	13%	18%	10%	11%	15%	14%	13%
Four or More Prior Referrals	12%	1%	6%	3%	6%	10%	10%	9%



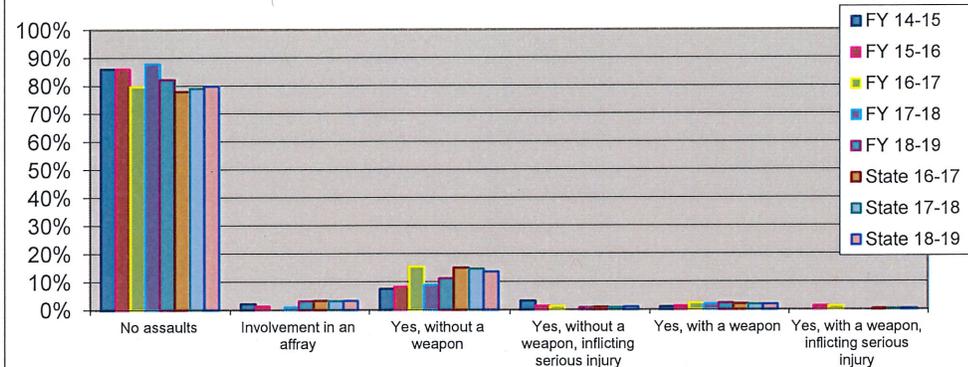
Observations:

R3 - Most Serious Prior Adjudication	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
No prior adjudications	80%	86%	70%	75%	67%	70%	72%	73%
Prior undisciplined	0%	0%	0%	2%	6%	3%	3%	3%
Prior class 1-3 misdemeanors	15%	8%	18%	20%	24%	17%	15%	14%
Prior class f-1 felonies or a1 misdemeanors	5%	4%	11%	3%	2%	9%	9%	8%
Prior A-E felonies	0%	1%	1%	0%	0%	1%	1%	1%



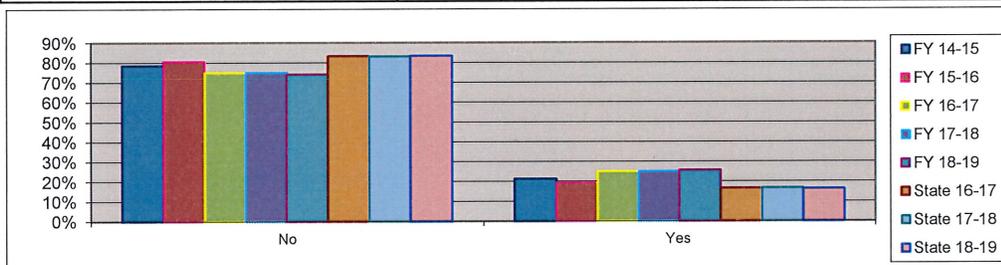
Observations:

R4 - Prior Assaults	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
No assaults	86%	86%	80%	88%	82%	78%	79%	80%
Involvement in an affray	2%	1%	0%	1%	3%	3%	3%	3%
Yes, without a weapon	8%	8%	16%	9%	11%	15%	15%	14%
Yes, without a weapon, inflicting serious injury	3%	1%	1%	0%	1%	1%	1%	1%
Yes, with a weapon	1%	1%	2%	2%	2%	2%	2%	2%
Yes, with a weapon, inflicting serious injury	0%	1%	1%	0%	0%	0%	0%	0%



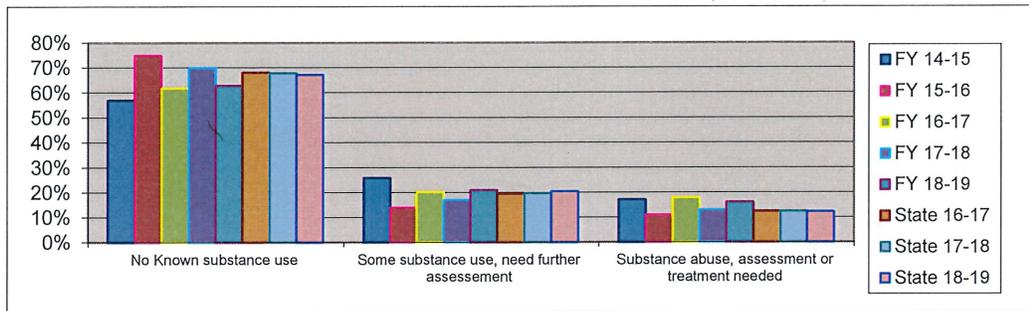
Observations:

R5 - Runaway from Home or Placement	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
No	78%	81%	75%	75%	74%	83%	83%	84%
Yes	22%	19%	25%	25%	26%	17%	17%	16%



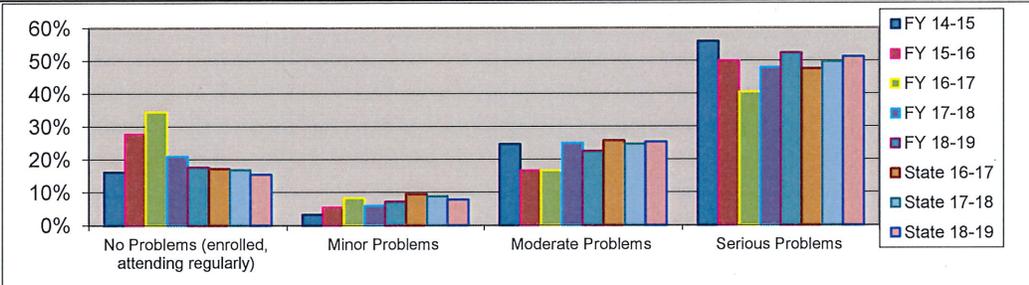
Observations:

R6 - Known Use of Alcohol or Illegal Drugs (p	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
No Known substance use	57%	75%	62%	70%	63%	68%	68%	67%
Some substance use, need further assesment	26%	14%	20%	17%	21%	19%	20%	20%
Substance abuse, assessment or treatment needed	17%	11%	18%	13%	16%	12%	12%	12%



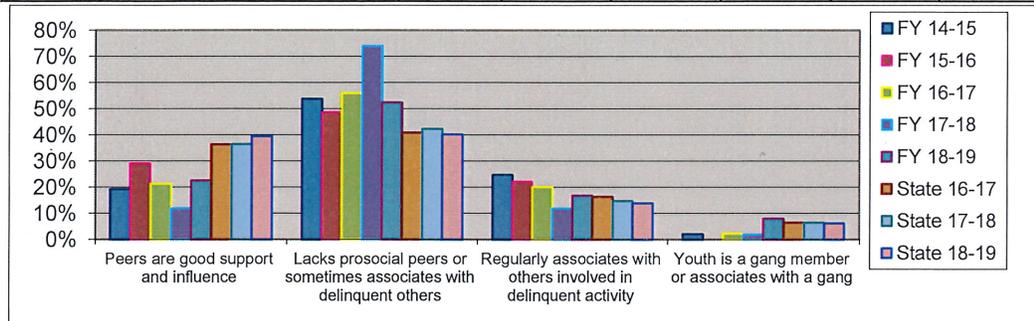
Observations:

R7 - School Behavior Problems (prior 12 months)	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
No Problems (enrolled, attending regularly)	16%	28%	35%	21%	18%	17%	17%	15%
Minor Problems	3%	6%	8%	6%	7%	9%	9%	8%
Moderate Problems	25%	17%	17%	25%	23%	26%	25%	25%
Serious Problems	56%	50%	41%	48%	52%	48%	50%	51%



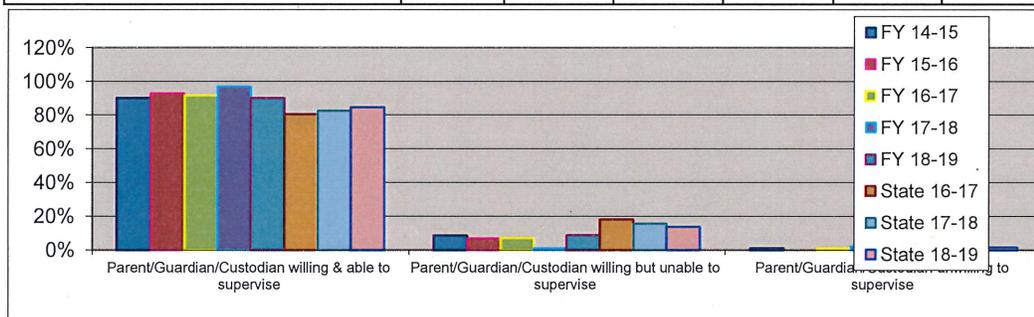
Observations:

R8 - Relationships with Peers	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
Peers are good support and influence	19%	29%	21%	12%	23%	36%	37%	40%
Lacks prosocial peers or sometimes associates with delinquent others	54%	49%	56%	74%	52%	41%	42%	40%
Regularly associates with others involved in delinquent activity	25%	22%	20%	12%	17%	16%	15%	14%
Youth is a gang member or associates with a gang	2%	0%	2%	2%	8%	6%	6%	6%



Observations:

R9 - Parental Supervision	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
Parent/Guardian/Custodian willing & able to supervise	90%	93%	92%	97%	90%	81%	83%	85%
Parent/Guardian/Custodian willing but unable to supervise	9%	7%	7%	1%	9%	18%	16%	14%
Parent/Guardian/Custodian unwilling to supervise	1%	0%	1%	2%	1%	2%	2%	2%



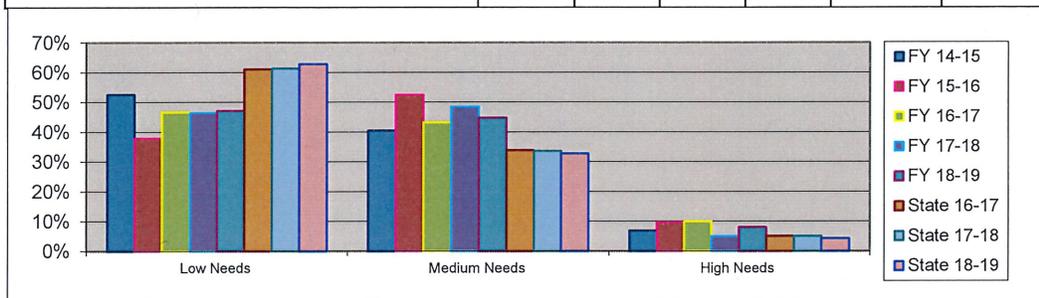
Observations:

NEEDS ASSESSMENT COMPARISON DATA  
for FY 14-19

Orange

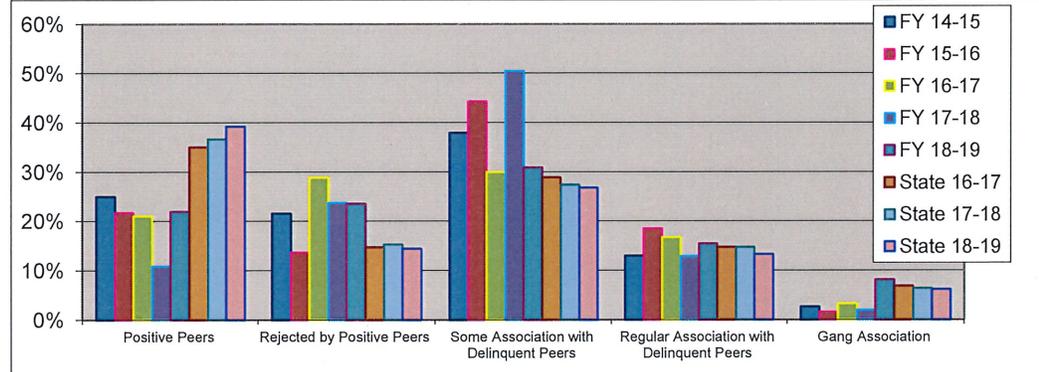
	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
Total Assessments	116	124	90	101	123	16,298	16,200	15,230

Overall Needs Levels	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
Low Needs	53%	38%	47%	47%	47%	61%	61%	63%
Medium Needs	41%	52%	43%	49%	45%	34%	34%	33%
High Needs	7%	10%	10%	5%	8%	5%	5%	4%



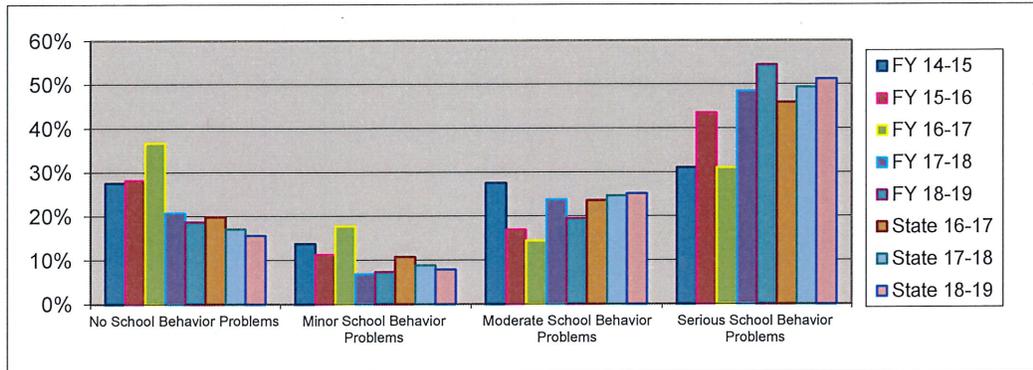
Observations:

Y1 - Peer Relationships	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
Positive Peers	25%	22%	21%	11%	22%	35%	37%	39%
Rejected by Positive Peers	22%	14%	29%	24%	24%	15%	15%	14%
Some Association with Delinquent Peers	38%	44%	30%	51%	31%	29%	27%	27%
Regular Association with Delinquent Peers	13%	19%	17%	13%	15%	15%	15%	13%
Gang Association	3%	2%	3%	2%	8%	7%	6%	6%



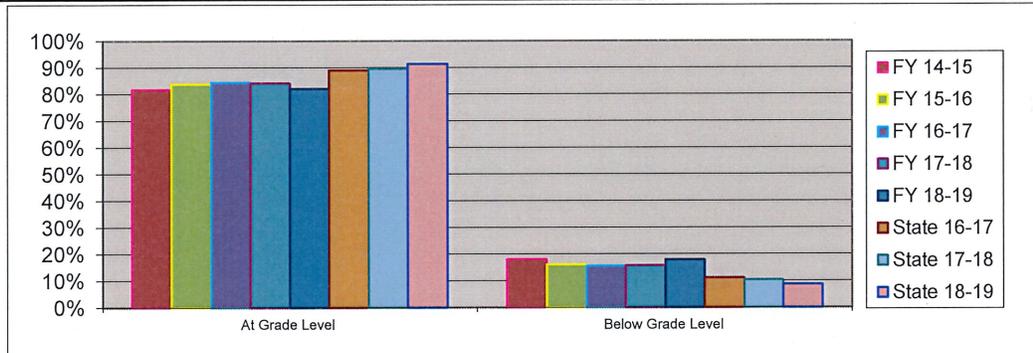
Observations:

Y2 - School Behavior	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
No School Behavior Problems	28%	28%	37%	21%	19%	20%	17%	16%
Minor School Behavior Problems	14%	11%	18%	7%	7%	11%	9%	8%
Moderate School Behavior Problems	28%	17%	14%	24%	20%	24%	25%	25%
Serious School Behavior Problems	31%	44%	31%	49%	54%	46%	49%	51%



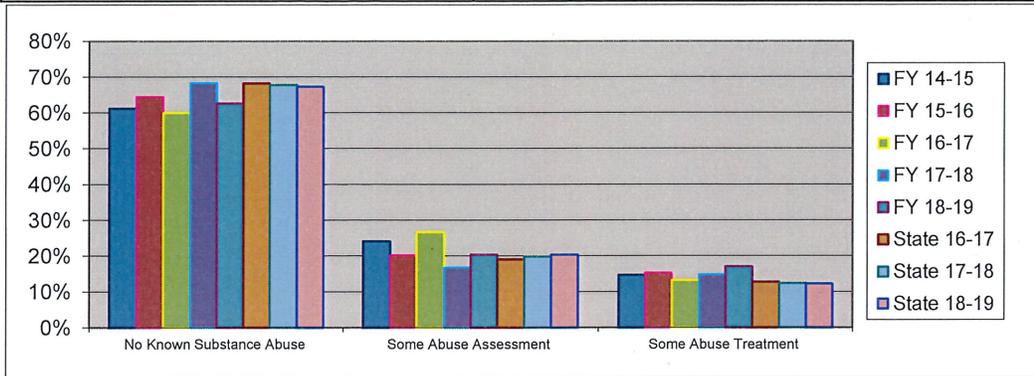
Observations:

Y3 - Academic Functioning	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
At Grade Level	82%	84%	84%	84%	82%	89%	90%	91%
Below Grade Level	18%	16%	16%	16%	18%	11%	10%	9%



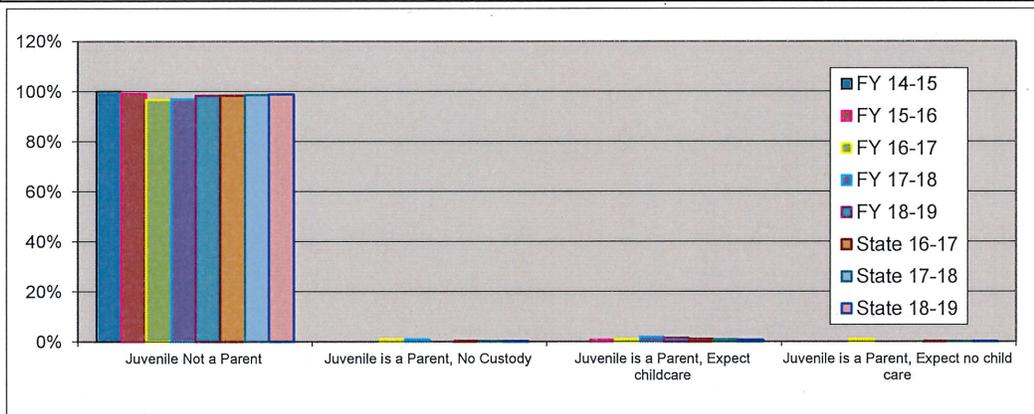
Observations:

Y4 - Substance Abuse	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
No Known Substance Abuse	61%	65%	60%	68%	63%	68%	68%	67%
Some Abuse Assessment	24%	20%	27%	17%	20%	19%	20%	20%
Some Abuse Treatment	15%	15%	13%	15%	17%	13%	12%	12%



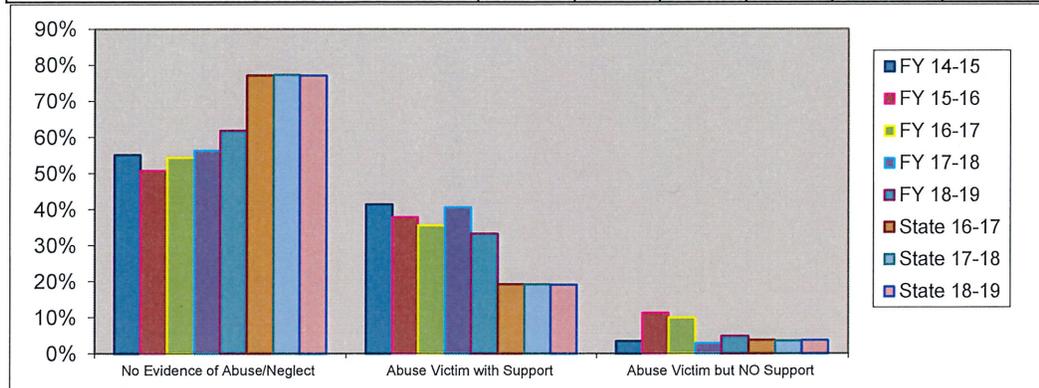
Observations:

Y5 - Juvenile Parental Status	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
Juvenile Not a Parent	100%	99%	97%	97%	98%	98%	99%	99%
Juvenile is a Parent, No Custody	0%	0%	1%	1%	0%	0%	0%	0%
Juvenile is a Parent, Expect childcare	0%	1%	1%	2%	2%	1%	1%	1%
Juvenile is a Parent, Expect no child care	0%	0%	1%	0%	0%	0%	0%	0%



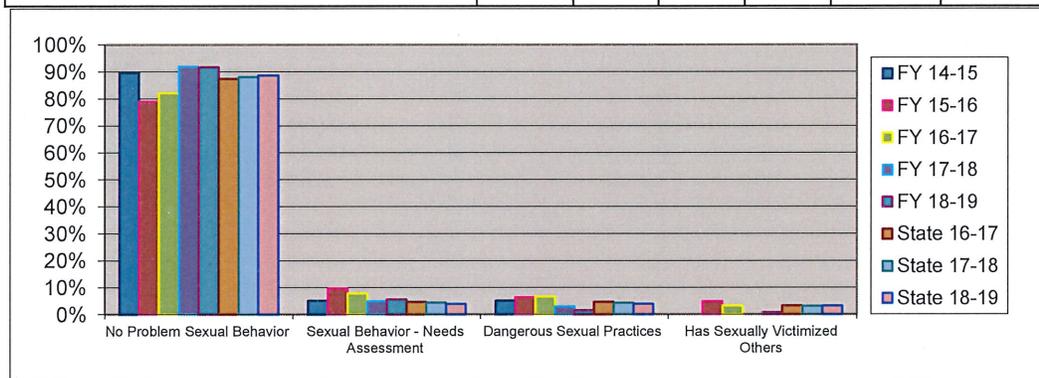
Observations:

Y6 - Abuse Neglect History	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
No Evidence of Abuse/Neglect	55%	51%	54%	56%	62%	77%	77%	77%
Abuse Victim with Support	41%	38%	36%	41%	33%	19%	19%	19%
Abuse Victim but NO Support	3%	11%	10%	3%	5%	4%	4%	4%



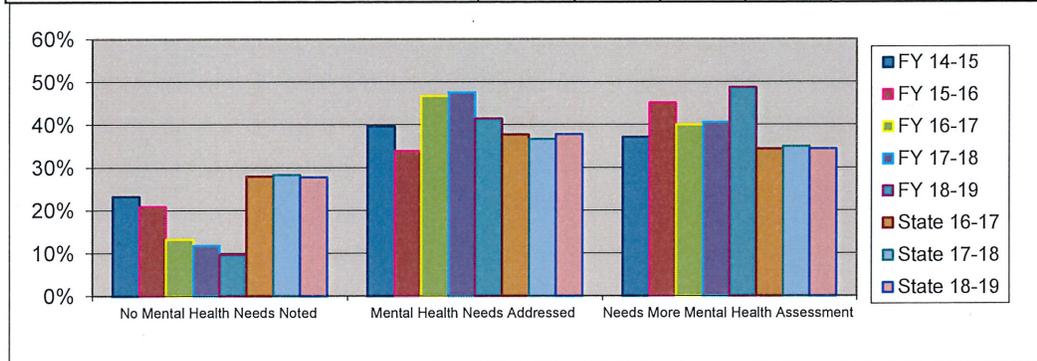
Observations:

Y7 - Sexual Behaviors	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
No Problem Sexual Behavior	90%	79%	82%	92%	92%	88%	88%	89%
Sexual Behavior - Needs Assessment	5%	10%	8%	5%	6%	5%	4%	4%
Dangerous Sexual Practices	5%	6%	7%	3%	2%	5%	4%	4%
Has Sexually Victimized Others	0%	5%	3%	0%	1%	3%	3%	3%



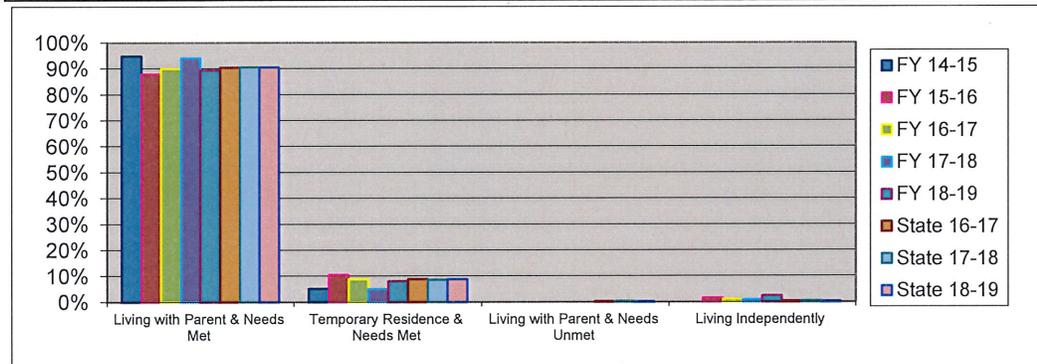
Observations:

Y8 - Mental Health Needs	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
No Mental Health Needs Noted	23%	21%	13%	12%	10%	28%	28%	28%
Mental Health Needs Addressed	40%	34%	47%	48%	41%	38%	37%	38%
Needs More Mental Health Assessment	37%	45%	40%	41%	49%	34%	35%	34%



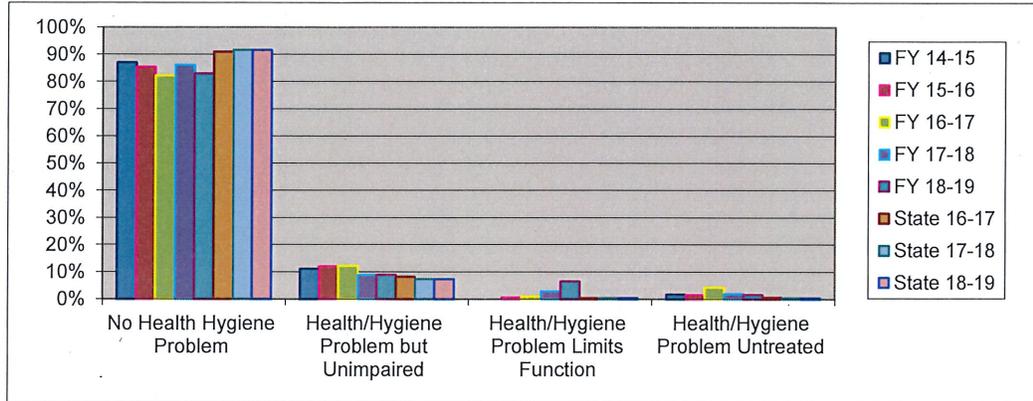
Observations:

Y9 - Basic Needs/Living	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
Living with Parent & Needs Met	95%	88%	90%	94%	89%	90%	91%	91%
Temporary Residence & Needs Met	5%	10%	9%	5%	8%	9%	9%	9%
Living with Parent & Needs Unmet	0%	0%	0%	0%	0%	0%	0%	0%
Living Independently	0%	2%	1%	1%	2%	0%	1%	0%



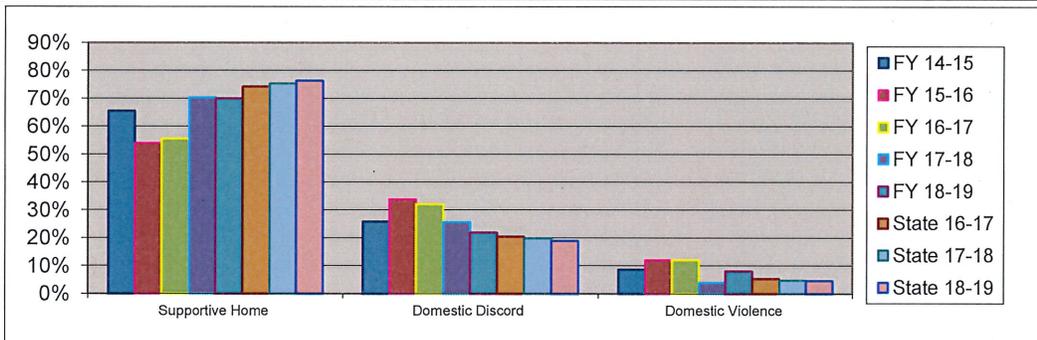
Observations:

Y10 - Health/Hygiene	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
No Health Hygiene Problem	87%	85%	82%	86%	83%	91%	92%	92%
Health/Hygiene Problem but Unimpaired	11%	12%	12%	9%	9%	8%	7%	7%
Health/Hygiene Problem Limits Function	0%	1%	1%	3%	7%	0%	1%	0%
Health/Hygiene Problem Untreated	2%	2%	4%	2%	2%	1%	1%	0%



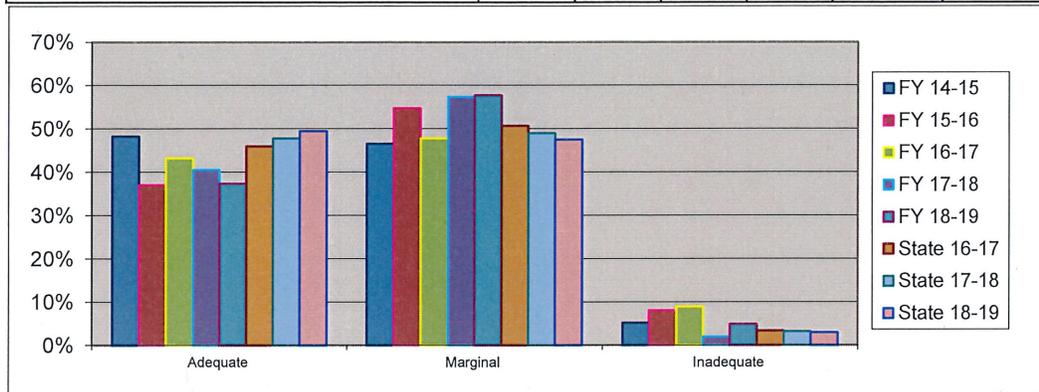
Observations:

F1 - Conflict in the Home	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
Supportive Home	66%	54%	56%	70%	70%	74%	75%	76%
Domestic Discord	26%	34%	32%	26%	22%	21%	20%	19%
Domestic Violence	9%	12%	12%	4%	8%	5%	5%	5%



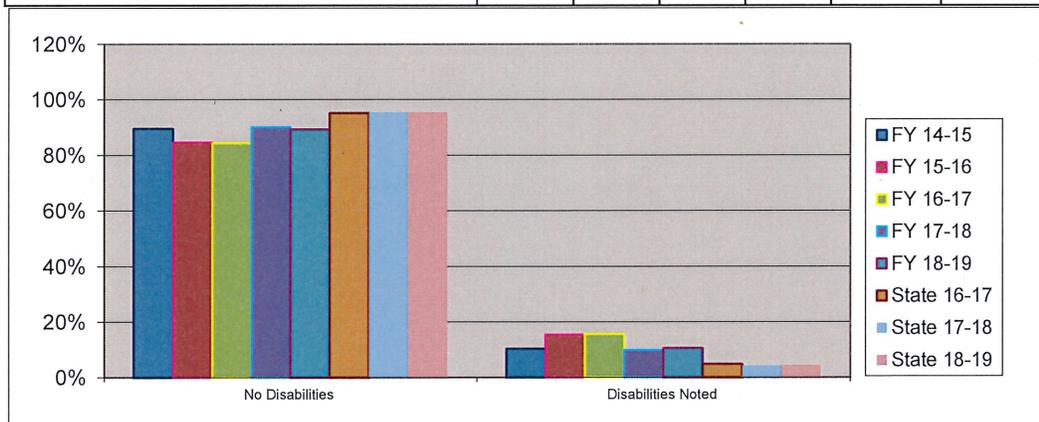
Observations:

F2 - Family Supervision Skills	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
Adequate	48%	37%	43%	41%	37%	46%	48%	50%
Marginal	47%	55%	48%	57%	58%	51%	49%	48%
Inadequate	5%	8%	9%	2%	5%	3%	3%	3%



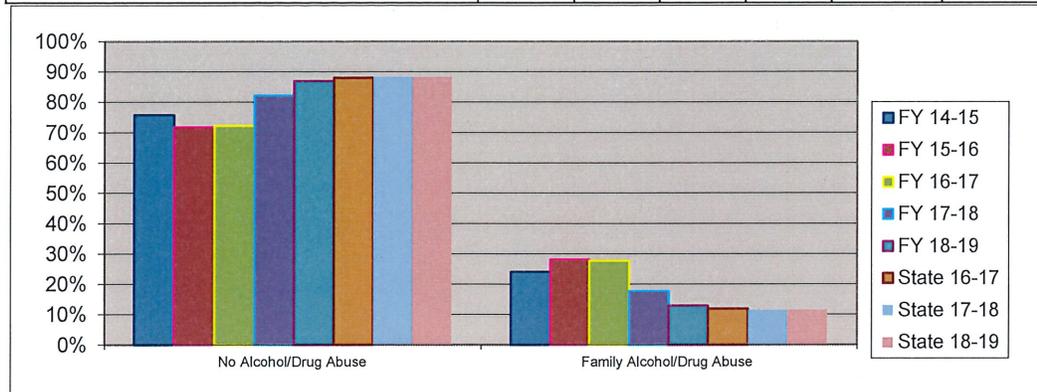
Observations:

F3 - Disability of Parent/Guardian	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
No Disabilities	90%	85%	84%	90%	89%	95%	96%	96%
Disabilities Noted	10%	15%	16%	10%	11%	5%	4%	4%



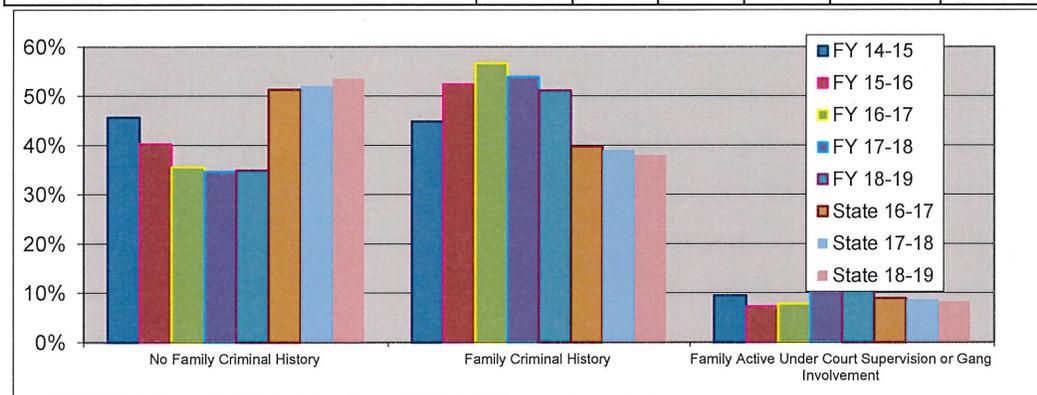
Observations:

F4 - Family Substance Abuse	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
No Alcohol/Drug Abuse	76%	72%	72%	82%	87%	88%	88%	88%
Family Alcohol/Drug Abuse	24%	28%	28%	18%	13%	12%	12%	12%



Observations:

F5 - Family Criminality	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	State 16-17	State 17-18	State 18-19
No Family Criminal History	46%	40%	36%	35%	35%	51%	52%	54%
Family Criminal History	45%	52%	57%	54%	51%	40%	39%	38%
Family Active Under Court Supervision or Gang Involvement	9%	7%	8%	11%	14%	9%	9%	8%



Observations:

## Juvenile Crime Prevention Council Funding Decisions Summary

Program Funded	Reason for Funding (Check all that apply)
Teen Court	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input checked="" type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Other Provides a diversion option for court services. <input type="checkbox"/> Other <input checked="" type="checkbox"/> Would increase funding to this service if funds were available
Restitution and Community Service	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input checked="" type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Other Provides a referral option to law enforcement. <input type="checkbox"/> Other <input checked="" type="checkbox"/> Would increase funding to this service if funds were available
Boomerang Juvenile Structured Day	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input checked="" type="checkbox"/> Would increase funding to this service if funds were available
Wrenn House Shelter Care	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Other Provides respite opportunities for youth and families. <input type="checkbox"/> Other <input checked="" type="checkbox"/> Would increase funding to this service if funds were available
Mediation/Conflict Resolution	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input checked="" type="checkbox"/> Would increase funding to this service if funds were available
Parent Teen Solutions	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input checked="" type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input checked="" type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
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## Juvenile Crime Prevention Council Funding Decisions Summary

	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
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	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available

Program Not Funded	Reason for Not Funding (Check all that apply)
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other

## Orange County Juvenile Crime Prevention Council Request for Proposals for FY 2020-2021

**\$359,096**

Anticipated County Allocation

**30%**

Required Local Match Rate

**February 7, 2020**

Date Advertised

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes this Request for Proposals. The JCPC anticipates funds from the Department of Public Safety (DPS) Division of Adult Correction and Juvenile Justice in the amount stated above to fund the program types specified below. Such programs will serve delinquent and at-risk youth for the state fiscal year 2020-2021 beginning on, or after, July 1, 2020. The use of DPS funds in this county requires a local match (cash and/or in-kind) in the amount specified above.

**The JCPC will consider proposals for the following needed programs (see attached Program Descriptions):**

\*Restitution/Community Service

\*Interpersonal Skill Building

\*Teen Court

\*Parent/Family Skill Building

\*Mentoring

\*Tutoring/Academic Enhancement

\*Assessment/Treatment Programs for Un/Underinsured  
(including Substance Abuse; Trauma Based Therapy)\*Mediation/Conflict Resolution  
(including School Based)\*Temporary Shelter Services  
(specifically Emergency Shelter)

**Proposed Program Services should target the following Risk Factors for Delinquency or Repeat Delinquency:**

Indicators suggest youth coming to the attention of Juvenile Services are at risk for re-offending. Youth are generally age 12 or older & had no prior contact with Juvenile Services. Indicators suggest youth are using/abusing substances, exhibit anger management issues, run away from home/placement, have moderate to serious school behavior problems, associate with peers who lack pro-social behaviors and are delinquent. Due to the diversity of Orange County, the JCPC is particularly interested in funding programs that offer culturally appropriate services with accommodations for Limited English Proficiency (LEP) youth and their families.

**Programs should address the following concerns as reported in the Needs Assessments for Adjudicated Youth:**

**Peer Domain:** Youth are in need of development of prosocial peer relationships. Indicators suggest youth have some association with and/or regularly associate with delinquent peers.

**Individual Domain:** Indicators suggest youth are victims of abuse/neglect. There is a strong need for individualized mental health and substance use/abuse evaluations and treatment.

**Family Domain:** Indicators suggest youth are exposed to domestic discord or violence in the home. Parents have marginal or inadequate supervision skills, and family criminality, gang involvement, and substance abuse are areas that need to be addressed.

**School Domain:** Indicators suggest youth having moderate to serious behavioral problems at school.

**Applicants are being sought that are able to address the legislatively mandated items below:**

1. Program services compatible with research that is shown to be effective with juvenile offenders.
2. Program services are outcome-based.
3. The program has an evaluation component.
4. Program services detect gang participation and divert individuals from gang participation.

Local public agencies, 501(c)(3) non-profit corporations and local housing authorities are invited to submit applications (Program Agreements) for programs addressing the above elements.

**Rebekah Rapoza**

at

919-245-2869

JCPC Chairperson or Designee

Telephone #

In order to apply for FY 2020-2021 JCPC funding, you must complete and SUBMIT your application online by accessing NC ALLIES. Please read and follow all instructions at the following link:

<https://www.ncdps.gov/Index2.cfm?a=000003,002476,002483,002482,002514>

You may find additional self-help videos to assist you on the NCALLIES webpage by clicking on the HELP tab.

Private non-profits are also required to submit the following forms or your application is considered incomplete: 1) No Over Due Tax form (available at above link), 2) Notorized Conflict of Interest Statement Template (available at above link), 3) The non-profit's Conflict of Interest Policy and 4) Proof of 501(c)(3) status.

**NOTE:** For further information, or technical assistance about applying for JCPC funds in this county, contact Denise Briggs, DPS Area Consultant, at (919) 324-6391; [denise.briggs@ncdps.gov](mailto:denise.briggs@ncdps.gov).

Deadline for Application is:

**March 11, 2020**

by

**5:00 P.M.**

**Orange County JCPC Request for Proposals (RFP)  
Program Descriptions FY 2020-2021**

<b>Program Type</b>	<b>Descriptions including Dosage and Duration of Services</b>
<b>Interpersonal Skill Building</b>	<p>Services that focus on developing the social skills required for an individual to interact in a positive way with others. The basic skill model begins with an individual's goals, progresses to how these goals should be translated into appropriate and effective social behaviors, and concludes with the impact of the behavior on the social environment. Typical training techniques are instruction, modeling of behavior, practice and rehearsal, feedback, reinforcement.</p> <p>(Length of Stay= Minimum 12 weeks unless implementing a model program &amp; following model specifications, Frequency of Contact= no less than 2 hours weekly)</p>
<b>Mentoring</b>	<p>Provides opportunities for adult volunteers to be matched with delinquent or at-risk youth on a one-on-one basis. The mentor is an individual providing support, friendship, advice, and/or assistance to the juvenile. After recruitment, screening and training, the mentor spends time with the juvenile on a regular basis engaged in activities such as sports, movies, helping with homework, etc.</p> <p>(Length of Stay= Minimum 1 year, Frequency of Contact= should average 2 hours per week)</p>
<b>Mediation/Conflict Resolution</b>	<p>Programs offering a private process of negotiation conducted by a neutral, third party person, a Mediator. These programs offer immediate and short-term involvement with youth to focus on negative and/or offending behaviors. Mediation is a consensual decision-making process by parties who work towards a mutual understanding to resolve a problem or a dispute. Mediators do not counsel or give advice but facilitate communication among parties as the parties work to reach their own decision regarding resolution of their conflict. Services should be provided for diverted and/or adjudicated youth and may include victim/offender reconciliation.</p> <p>(Length of Stay= No longer than 90 days, Frequency of Contact= Based upon the requirements of the program)</p>
<b>Tutoring/Academic Enhancement</b>	<p>Services intended to supplement full time academic program by providing assistance with understanding and completing schoolwork and/or classes. May also provide trips designed to be an enrichment of or supplemental experience beyond the basic educational curriculum.</p> <p>(Length of Stay= Minimum of 20 weeks, Frequency of Contact= No less than 2 hrs/week.)</p>
<b>Parent/Family Skill Building</b>	<p>Services that focus on interactional or interpersonal issues faced by a parent(s)/family of a juvenile. This service works to develop parenting skills, communication skills, discipline techniques, and other related skills. May include sessions for parents only and/or sessions for parents and the referred youth.</p> <p>(Length of Stay= Minimum 12 weeks unless implementing a model program &amp; following model specifications, Frequency of Contact= no less than 2 hours weekly)</p>
<b>Teen Court</b>	<p>Provides a diversion from juvenile court where trained adult and youth volunteers act as officials of the court to hear complaints. These programs make recommendations for appropriate sanctions including but not limited to community service and restitution (if applicable) to be assigned to the youth who have admitted committing minor delinquency and undisciplined complaints.</p> <p>(Length of Stay= Not to exceed 120 days, however 60 additional days may be approved to</p>

**Orange County JCPC Request for Proposals (RFP)  
Program Descriptions FY 2020-2021**

	complete sanctions; Frequency of Contact= Not Specified)
<b>Restitution/Community Service</b>	<p>Programs that provide opportunities for offender to be accountable for their actions to the community and/or victim(s) through forms of payments or community service work that earns money to repay the victim(s).</p> <p>Court supervision= one year unless otherwise ordered; Frequency of Contact= minimum twice per month and no less than 8 hours per month)</p>
<b>Temporary Shelter Care</b>	<p>Provides group home care and shelter (up to 90 days) for juveniles who need to be temporary removed from their homes during a family crisis.</p> <p>(Length of Stay= up to 90 days, Frequency of Contact=NA)</p>
<b>Clinical Assessments/Treatment</b>	<p>Clinical Evaluations and Assessments, including Psychological Evaluations to help court counselors and judges recommend the most appropriate consequences and treatment for court involved youth.</p> <p>(Length of Stay= depends upon time needed to complete the assessment activity, Frequency of Contact=Not Specified)</p>
<b>Juvenile Structured Day Programs</b>	<p>Programs that offer well supervised and highly structured program of service to youth. Such service may enable youth to remain in the community. Clients may be long-term suspended from school or have behavior that might otherwise result in placement in detention. It is desirable for programs to have both treatment and educational components, such as, Individual and/or Family Counseling, Substance Abuse Education/Treatment, Restitution/Community Service, Tutoring, Alternative Education, Vocational Development and Structured Activities.</p> <p>(Length of Stay= Not to exceed one year without detailed documentation of need, Frequency of Contact=NA)</p>

## Orange County JCPC Funded Programs Descriptions FY 20-21

### **Boomerang, Inc. (Juvenile Structured Day)**

Boomerang is a resiliency-based program that engages youth at risk for disconnection to school due to short-term suspension. Programming provides support services to mitigate the risk of school dropout through tutoring and life skills development during out-of-school time. Boomerang programming is strengths-based, recognizing the assets of each individual student and building on those to create stronger connections to school, family and community.

### **Community Service Restitution Program (Restitution/Community Service)**

The Juvenile Community Service and Restitution Program works with Orange County youth who have committed offenses and are assigned community service hours and/or restitution. Youth are assigned to nonprofit work sites throughout the county where volunteer supervisors oversee and evaluate their work. Through this program, youthful offenders learn important lessons in responsibility and accountability and often develop positive relationships with their adult supervisors.

### **Mediation/Conflict Resolution (Mediation)**

Restorative Justice practices consisting of mediated victim-offender conferences, restorative circles, and accountability processes. Program serves youth referred by Court Counselors, schools, and community partners, including school resource officers and law enforcement officers.

### **Parent Teen Solutions (Home-Based and Interpersonal Skill Building)**

#### Groups

The program is provided to at-risk and delinquent youth (10-19) and their parents. The program is designed to maintain youth in the home, while reducing recidivism, improving parent-child relationship, school motivation, problem-solving skills, interpersonal skills, and parenting skills. Families participating in the program participate in peer group sessions for 2 hours that include group discussion and peer and family practice.

#### Home-Based

The home visitation counseling program provided to at-risk or delinquent youth (10- 19) and their parent(s) 3 hours per week from 3 to 6 months. Most families will average 150 days. Program is designed to maintain youth in the home environment while reducing recidivism, improving parent-child relationships, school motivation, problem-solving skills, interpersonal skills, and parenting skills. Families are also offered the option to participate in group services along with this component.

### **Teen Court Program (Teen Court)**

Teen Court is an alternative court program for middle- and high-school students based upon the principles of restorative justice. Youth are tried and sentenced by a jury of their peers. Fellow students take the roles of defense attorney, prosecutor, clerk of court, bailiff, or juror to carry out these proceedings. Local attorneys volunteer to serve as Teen Court judges.

### **Wrenn House (Runaway Shelter Care)**

Wrenn House is crisis shelter designed to provide safe environment for runaway, homeless and in-crisis youth. Wrenn House is open 24 hours per day, 365 days per year. Services are for youth ages 10-17. By offering temporary shelter, it eliminates need for illegal means of support by homeless and runaway youth and therefore reduces rate of juvenile crime. It also serves as alternative to detention. Services are provided within therapeutic environment while promoting individuality and empowerment.

**ORANGE County Continuum of Services - At a Glance (revised 6/2020)**

JPCP funded  
 Available in Community  
 Needed Services Available but difficult access  
 DPS funded/Non JPCP

*Comprehensive Strategy*

*Prevention*

*Graduated Sanctions*

**Target Populations**

Program Services & Structures Categories	Instructions: Adjust arrows to cover target populations	All Youth	Youth at Greatest Risk	Pre-Adjudicated Youth	Delinquent-Level I / Prot. Supervision	Delinquent-Level II Youth	Delinquent-Level III Youth	Post Release Youth
<b>Structured Activities</b>	Ligo Dojo of Budo Karate							
	Boys & Girls Club							
	Jr. Police Academy							
	Citizens Academy							
	GED							
	Josh's Hope							
	AA/NA (Spanish Speaking)							
	YMCA							
	4-H Youth Services							
	Girls & Boys Scouts of America							
	Recreation Department							
	Equine Therapy (Shepherd Youth Ranch & Corral Riding Academy)							
	Reintegration Support Network							
	WIOA NextGen Program							
<b>Restorative Services</b>	Restitution Community Service							
	Youth/Family Team Coordin.							
	Teen Court							
	Victim-Offender Mediation							
	Peer-to-Peer Mediation							
	Truancy Mediation							
<b>Community Day Programming</b>	Juvenile Structured Day							
	Pheonix Academy							
	Partnership Academy							
<b>Clinical Treatment</b>	Multi-Systemic Therapy (MST)							
	AMikids (FFT)							
	MH Services							
	Substance Abuse							
	Sex Offender Treatment							
	Parent Teen Solutions Group							
	Parent Teen Solutions In-Home							
	Intensive Wrap-Around (Youth Villages)							
	Behavior Skills Counseling							
El Futuro								
<b>Assessment Services</b>	Court Psychologist							
	Juvenile Crisis & Assessment Ctr							
	Sex Offender Assessment							
<b>Residential</b>	Therapeutic Foster Care							
	Job Corps.							
	Craven Transitional Living (Males)							
	North Hills Transitional Living (Girls)							
	WestCare Residential (Girls)							
	Eckerd Residential (Males)							
	Sub. Abuse Residential Treatment							
	Wright School							
	Whitaker School							
	Emergency Shelter							
Tarheel Challenge								

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Resolution of Approval – Conservation Easement on Triangle Land Conservancy's Patterson-Thornton Property

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

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**ATTACHMENT(S):**

1. Resolution of Approval
2. Location Map
3. Site Map
4. Draft Conservation Easement

**INFORMATION CONTACT:**

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

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**PURPOSE:** To consider a resolution to approve the acceptance by Orange County of a conservation easement donation for Triangle Land Conservancy's Patterson-Thornton Property.

**BACKGROUND:** The acquisition of conservation easements to protect highly important natural and cultural resource lands in Orange County is a longstanding goal of the Board of Commissioners, and is a priority of the Lands Legacy program. Since 2001, the County has partnered with landowners and other entities to protect over 2,700 acres of significant natural areas and prime farmland with permanent conservation easements, leveraging over \$4 million in outside funding and grants toward these easements.

Triangle Land Conservancy (TLC) contacted DEAPR asking if the County would hold a permanent, donated conservation easement on the approximately 54-acre Patterson-Thornton Property. TLC obtained a mini grant from the Clean Water Management Trust Fund to cover the transaction fees associated with the property donation to TLC. A condition of the grant is for an outside organization to hold a conservation easement on the property.

The property is entirely forested with mature mixed hardwoods. It is bound on the north by approximately 3,250 stream feet of Morgan Creek located in the University Lake Protected Watershed.

The property is directly downstream from TLC's Morgan Creek riparian buffer easements, OWASA's Tilley's Creek Conservation Easement, and less than two miles upstream of University Lake (managed by Orange Water & Sewer Authority (OWASA)). The property also contains a large portion of the priority Calvander Laurel Bluff and Bottom listed in the State Natural Heritage Area Inventory. Conservation of this property will protect the drinking water of southern Orange County and protect the habitat of a multitude of wildlife and unique plant

species. TLC plans to hold this property in perpetuity to protect water quality and to provide unique flora and fauna habitat.

The planned conservation easement would be donated and held by Orange County. All development rights will be extinguished through the conservation easement. The planned conservation easement area is depicted on the attached site map. A draft deed of conservation easement is also provided.

**FINANCIAL IMPACT:** TLC would donate the conservation easement to Orange County and TLC would cover all transaction fees. There would be no cost to the County.

The Patterson-Thornton property is enrolled in the Present Use Value taxation program. The donation to Triangle Land Conservancy, a private, non-profit 501c3 organization, will eliminate obligation of tax henceforth.

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

**ENVIRONMENTAL IMPACT:** The following Orange County Environmental Responsibility Goal impact is applicable to this item:

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

The conservation of this land by Triangle Land Conservancy and the conservation easement held by Orange County will protect an area of mixed mature hardwoods, which provide important wildlife habitat, and will protect 3,250 linear feet of Morgan Creek, which feeds directly into University Lake, a water supply for OWASA.

The property also contains a large portion of the priority Calvander Laurel Bluff and Bottom listed in the State Natural Heritage Area Inventory. The easement will permanently protect the habitat of a multitude of wildlife and unique plant species.

**RECOMMENDATION(S):** The Manager recommends the Board adopt and authorize the Chair to sign the resolution approving the acceptance by Orange County of the conservation easement, and authorize the Chair and the Clerk to sign the conservation easement agreement, subject to final review by staff and County Attorney, with a closing and recordation of the document expected to occur on or about June 30, 2020.

**ORANGE COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION**

**Approval of Conservation Easement  
between  
Orange County  
and  
Triangle Land Conservancy**

**WHEREAS**, Orange County has adopted goals that promote the preservation of natural areas, wildlife habitat, prime farmland, and open space in the County; and

**WHEREAS**, Orange County established the Lands Legacy Program for the purpose of protecting the most significant natural and cultural resources through partnerships with landowners and other conservation entities; and

**WHEREAS**, one component of the Lands Legacy Program is the acquisition of conservation easements on riparian buffers within water supply watersheds; and

**WHEREAS**, Triangle Land Conservancy's Patterson-Thornton property includes approximately 54 acres in the University Lake protected watershed and 3,250 linear feet of Morgan Creek, which drains directly to University Lake—a drinking water supply reservoir for the towns of Chapel Hill and Carrboro; and

**WHEREAS**, the Patterson Thornton Property contains a significant portion of the high priority Calvander Laurel Bluff and Bottom listed in the State Natural Heritage Area Inventory; and

**WHEREAS**, Triangle Land Conservancy, the owners of the Patterson-Thornton property, wishes to grant a permanent conservation easement to Orange County, which will protect the forested riparian corridors on the property; and

**WHEREAS**, a conservation easement on this approximately 54 acres would ensure the preservation of this forested property and stream buffers for future generations;

**NOW, THEREFORE, BE IT RESOLVED** that the Orange County Board of Commissioners does hereby 1) accept on behalf of Orange County the conservation easement for land owned by Triangle Land Conservancy; 2) approve the execution of this conservation easement agreement with Triangle Land Conservancy, in accordance with the terms of the proposed easement agreement, subject to final review by staff and the County Attorney; 3) authorize the Chair and the Clerk to sign the easement agreement on behalf of the Board, with a closing to occur on or about June 30, 2020; and 4) authorize County staff to sign any and all closing documents upon consultation with the County Attorney.

**BE IT FURTHER RESOLVED** that the Board thanks Triangle Land Conservancy for their civic-minded granting of this conservation easement through the Lands Legacy Program.

This the 16<sup>th</sup> day of June, 2020.

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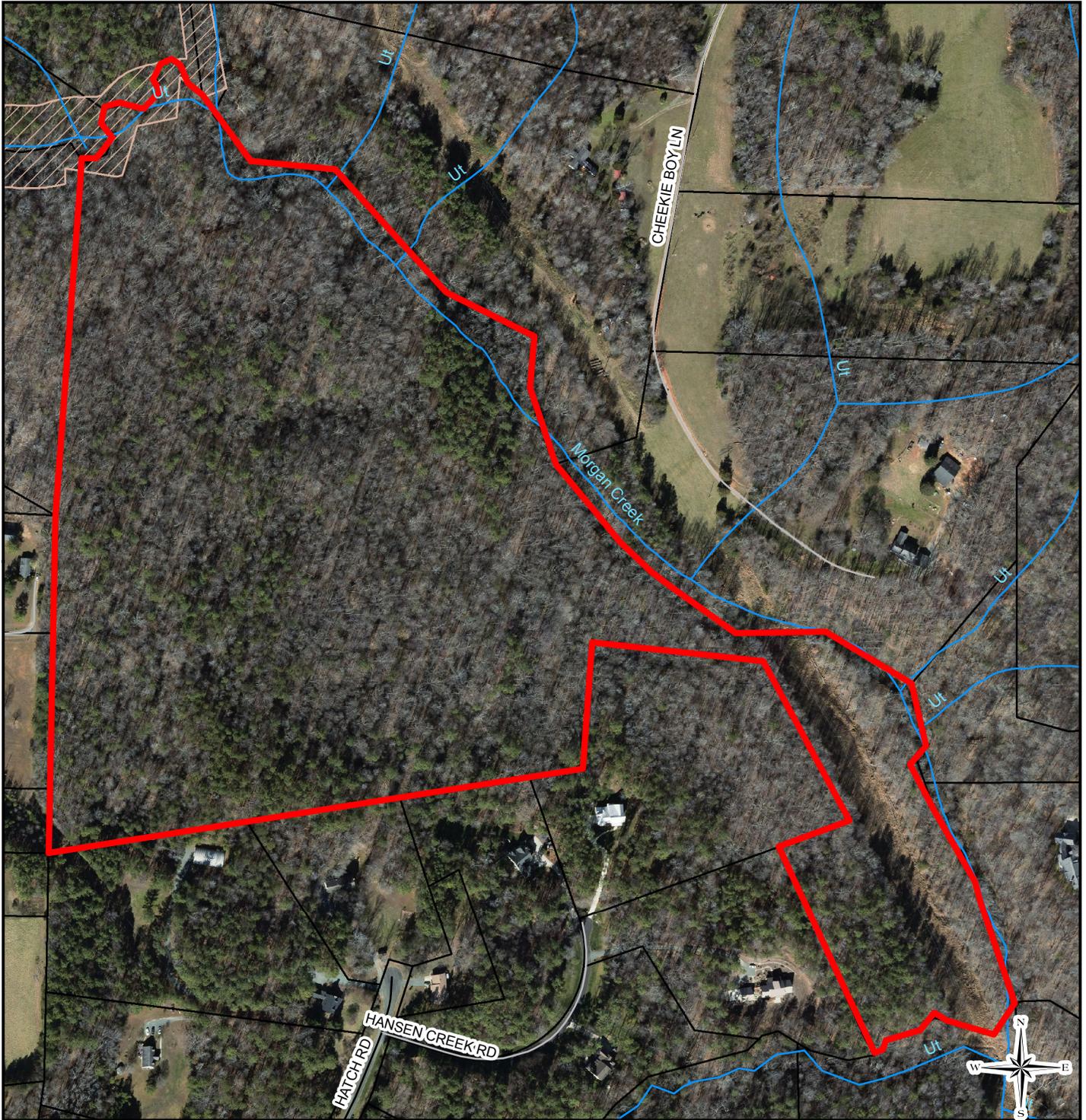
Penny Rich, Chair  
Orange County Board of Commissioners

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Donna Baker, Clerk to the Board

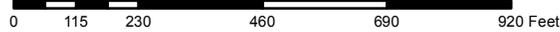


# TLC Conservation Easement Project (Patterson-Thornton)



**Tract Information**

Landowner: Patterson-Thornton (Donation to TLC)  
 Lat: 35° 55.91"  
 Long: 79° 07.18"  
 Date: 4/14/2020  
 Image: 2017 Aerial Photo  
 Created By: Christian Hirni  
 Acres: 54

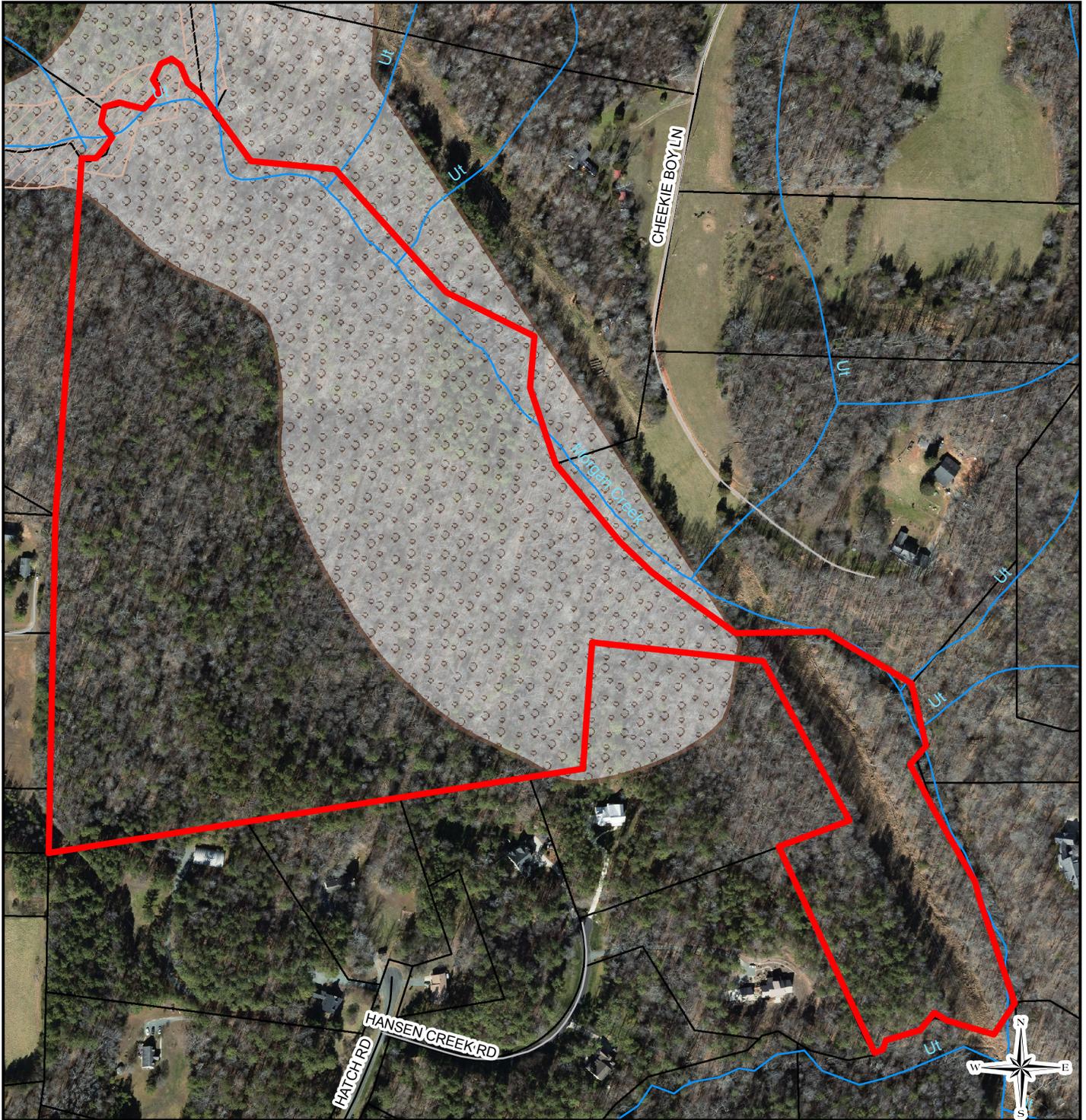


Department of Environment,  
 Agriculture, Parks & Recreation

## Legend

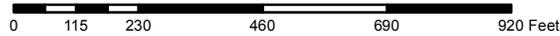
-  Roads
-  Tract Boundary
-  Streams
-  Other Easements

# TLC Conservation Easement Project (Patterson-Thornton)



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 Acres: 54



Department of Environment,  
 Agriculture, Parks & Recreation

## Legend

-  Roads
-  Tract Boundary
-  Streams
-  Other Easements
-  Natural Heritage Areas

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

NORTH CAROLINA  
COUNTY OF ORANGE

**WARRANTY  
DEED OF CONSERVATION EASEMENT  
for  
ORANGE COUNTY**

This Conservation Easement (hereinafter "Conservation Easement") is made the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Triangle Land Conservancy, having an address at 514 S. Duke St., Durham, NC 27701 (hereinafter "Grantor") and Orange County, North Carolina, having an address of Post Office Box 8181, Hillsborough, NC 27278 (hereinafter "Grantee").

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

**RECITALS**

A. The Grantor is the sole owner in fee simple, of certain real property (the "Property") which consists of approximately 53.767 acres of land, located in Chapel Hill Township, Orange County, North Carolina and identified as that certain parcel with PIN 9769434914 as shown on that certain plat titled "Conservation Easement Survey for Triangle Land Conservancy" prepared by Matthew S. Jerrell, and recorded at Plat Book \_\_\_\_, Page \_\_\_\_, Orange County Registry (the "Plat"), together with access granted by that certain Deed of Easement recorded in Book \_\_\_\_, Page \_\_\_\_, Orange County Registry. The Property does not include buildings or other improvements.

B. The Grantee is a body politic existing under Chapter 153A of the North Carolina General Statutes.

*Model Conservation Easement**Revised*

C. To the extent practicable, Grantor wishes to maintain the Property as a woodland suitable as habitat for the native flora and fauna of the North Carolina Piedmont, and to maintain the Property for certain public outdoor recreation uses as more particularly described herein, and to protect the quality of water running off from this land and into Morgan Creek, such creek also has conservation value.

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

The Property is a significant natural area that qualifies in its present condition as a “relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,” as that phrase is used in P.L. 96-541, 26 USC 170(h)(A)(ii), as amended, and in regulations promulgated thereunder. Specifically, the Property protects a mature bottomland forest within the Calvander Laurel Bluff and Bottom Natural Area as designated by the NC Natural Heritage Program. The Natural Area contains regionally rare plants such as Mountain Laurel (*Kalmia latifolia*) and Galax (*Galax urceolata*), as well as supports a large oxbow pool that offers breeding habitat for salamanders with long larval stages. Moreover, the property has significant footage along a section of Morgan Creek upstream of University Lake that is classified by the NC Department of Environmental Quality as High Quality Water.

The Conservation Easement is pursuant to federal, state, and local governmental conservation policy and will yield a significant public benefit, specifically to preserve, enhance, restore, and maintain the natural features and resources of the riparian buffer, to control runoff of sediment, and to improve and maintain the water quality, of portions of Morgan Creek, a tributary of the Cape Fear river basin, upstream from University Lake.

The Conservation Purposes of this easement, notwithstanding anything to the contrary contained herein, are also recognized by, and this Conservation Easement will also serve, the following clearly delineated governmental conservation policies:

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

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

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

(4) Article 17 of the North Carolina General Statutes NCGS 113A-24, entitled Conservation, Farmland and Open Space Protection and Coordination, otherwise known as the

*Model Conservation Easement**Revised*

“Million Acre Initiative,” which provides that the State of North Carolina shall encourage, facilitate, plan, coordinate, and support appropriate federal, State, local, and private land protection efforts so that an additional one million acres of farmland, open space and conservation lands in the State are permanently protected by December 31, 2009; and

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

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

The significant natural resources and wildlife habitat of the Property, and its contribution to the protection of the open space and rural character in the Rural Buffer of Chapel Hill Township and the water quality of University Lake are collectively referred to as the "Conservation Values" of the Property.

D. The characteristics of the Property, its current use and state of improvement, are depicted on an Orange County GIS map and sketch of the Property and other adjoining property of Grantor prepared by Grantee for Grantor, which is attached as Exhibit A to this Conservation Easement and incorporated herein by reference. Grantor worked with Grantee to ensure that the GIS map and sketch is a complete and accurate description of the Property as of the date of this Conservation Easement. It will be used by Grantor and Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement. However, the GIS map and sketch is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use. Grantor and Grantee have copies of Exhibit A. The original of Exhibit A will remain on file at the Orange County Department of Environment, Agriculture, Parks and Recreation.

E. Grantor and Grantee have the common purpose of conserving the above-described Conservation Values of the Property in perpetuity, and the State of North Carolina has authorized the creation of Conservation Easements pursuant to the terms of the North Carolina Conservation and Historic Preservation Agreements Act, N.C. Gen. Stat. § 121-34 *et seq.*, and G.S. § 153A-176 and G.S. § 160A-266 - 279, which provide for the enforceability of restrictions, easements, covenants or conditions "appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, horticultural, farming, or forest uses," and Grantor and Grantee wish to avail themselves of the provisions of those laws.

NOW, THEREFORE, Grantor, for and consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein and as an absolute and unconditional gift, hereby give, grant and convey unto the Grantee, its successors and assigns, forever and in perpetuity for the benefit of the people of North Carolina, a Conservation Easement over the Property of the nature and character as follows:

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

1. **PURPOSE.** The purposes of this Conservation Easement are to ensure that the Property will be retained forever predominantly in its natural, scenic, and forested condition; to protect native plants, animals, or plant communities on the Property, while allowing traditional uses on the Property that are compatible with and not destructive of the Conservation Values of the Property such as selective timber harvesting and hunting; and to prevent any use of the Property that will impair or interfere with the Conservation Values or interests of the Property.

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

Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Conservation Easement. However, unless otherwise specified below, nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Property after any act of nature or other event over which Grantor had no control. Grantor understands that nothing in this Conservation Easement relieves them of any obligation or restriction on the use of the Property imposed by law.

2. **PROPERTY USES.** Any activity on, or use of, the Property inconsistent with the purposes of this Conservation Easement is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development that would impair or interfere with the Conservation Values of the Property. Without limiting the generality of the foregoing, the following is a listing of activities and uses which are expressly prohibited or which are expressly allowed. Grantor and Grantee have determined that the allowed activities do not impair the Conservation Values of the Property. Additional retained rights of Grantor are set forth in Paragraph 3 below.

2.1 **Subdivision.** All of the Property shall be kept under the same fee simple ownership. No portion of the Property shall be sold, conveyed, mortgaged, partitioned or subdivided so as to create the possibility of fee simple ownership of any portion that would be separate or different from the fee simple ownership of the remainder of Grantor's Property.

2.2 **Stream Crossings.** Grantor reserves the right to construct and maintain bridges or other stream crossings up to 10 feet wide, provided such crossings are connected to trails

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permitted herein, constructed in a way as to maximize water quality protection, and permitted by all applicable regulatory authorities. The number and width of stream crossings must be minimized. New stream crossings and realignments thereof require the prior written approval of Grantee.

2.3 Timber Harvest. Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage, for firewood and other uses, including construction of permitted improvements and fences on the Property. No additional timber harvesting shall be allowed.

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

2.5 Excavation. There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials; and no change in the topography of the land in any manner except as necessary to allow a) the construction of the improvements allowed above, b) the maintenance of roads, hiking, horseback and non-motorized vehicle trails permitted hereunder, and c) erosion or flooding control.

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

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

*Model Conservation Easement**Revised*

specified herein, that could alter the natural water level or flow in or over the Property. Other than the construction of a well to serve allowed improvements, there shall be no alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies on the Property. Diking, draining, filling or removal of wetlands is prohibited.

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

2.9 Signage. No signs or billboards or other advertising displays are allowed on the Property except as follows: signs authorized by Orange County zoning regulations whose placement, number and design do not significantly diminish the scenic character of the Property may be displayed to identify trails and the Conservation Values of the Property, to identify the name and address of the Property and the names of persons living on the Property, to give directions, to advertise or regulate permitted uses on the Property and proscribe rules and regulations for recreational use of the protected Property, to advertise the Property for sale or rent, and to post the Property against trespassers.

2.10 No Biocides. There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, except as approved by Grantee to control invasive species detrimental to the Conservation Values of the Property.

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

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

2.13 Commercial Development. Any commercial or industrial use of or activity within the Property is prohibited. This restriction on use shall not be construed to prohibit use of the Property for recreational, educational and scientific purposes, as long as such activities are otherwise consistent with this Conservation Easement.

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

2.15 Stream Buffer Zone. Grantor and Grantee have designated a stream buffer area as legally described in Exhibit B, attached hereto and incorporated herein ("Stream Buffer Zone"). Commercial forestry, passive recreation, agricultural, horticultural and animal husbandry operations, grazing, predator control, timber removal, cutting, logging, and mowing or other disturbance or interference of native plants are prohibited within the Stream Buffer Zone, except selective cutting or clearing of vegetation for fire protection. Hunting and fishing is permitted pursuant to applicable rules and regulations.

Within the Stream Buffer Zone there shall be no activities, pollution or surface alteration of any kind that would be detrimental to water purity or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Property or into any surface waters, or cause soil degradation or erosion, including but not limited to any sort of diking, dredging, alteration, draining, filling or removal of wetlands, agricultural practices or timber management. Furthermore, prior to engaging in any activity outside of the Stream Buffer Zone that may result in the degradation of the Stream Buffer Zone, Grantor agrees to consult with Grantee and/or appropriate governmental agencies to ensure that any potential degradation is avoided or minimized.

Construction of roads, trails, and paths on the Property within the Stream Buffer Zone is prohibited, except for (1) the maintenance of those unpaved paths that exist as of the date of this Conservation Easement as described in the Baseline Documentation Report, and (2) construction and maintenance of primitive foot paths limited to single file pedestrian traffic. Any unpaved paths may not be widened or covered with asphalt or other impervious materials. For the purposes of this Conservation Easement, gravel shall not be considered an impervious material. Construction of buildings, structures, and improvements (including but not limited to minor structures and fences) within the Stream Buffer Zone is prohibited.

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

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

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

4. **GRANTEE'S RIGHTS.** To accomplish the purpose of this Conservation Easement, the following rights are granted to Grantee by this Conservation Easement:

- (a) Right to Protect. The right to preserve and protect the Conservation Values of the Property and enforce the terms of this Conservation Easement.
- (b) Right of Entry. Grantee, its employees, representatives, and agents and its successors and assigns, have the right, after prior written notice to Grantor, to enter the protected Property at reasonable times for the purposes of: (a) inspecting the protected Property to determine whether Grantor, their representatives, assigns, heirs and successors are complying with the covenants and purposes of this Conservation Easement; and (b) monitoring and research as described below.
- (c) Monitoring and Research. The right, but not the obligation, to monitor the native plant and wildlife populations, plant communities and natural habitats on the Property. Grantee agrees that all monitoring activity, inventory and assessment work or other natural resource research conducted by Grantee or at Grantee's direction or with Grantee's permission shall be reported to Grantor. Grantor agrees that all monitoring activity, inventory and assessment work or other natural resource research conducted by Grantor or at Grantor's direction or with Grantor's permission shall be reported to the Grantee.
- (d) Management of Exotics and Invasive Species. The right, but not the obligation, to control, manage or destroy exotic non-native species or invasive species of plants and animals that threaten the Conservation Values of the Property. Grantee will consult Grantor prior to implementing control activities.

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

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

6. **ACCESS.** No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement. However, the public has the right to view the Property from adjacent publicly accessible areas such as public roads and waterways.

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

(a) With reasonable advance notice provided to Grantor or with Grantor's prior verbal consent, the Grantee shall have the right to enter the Property for the purpose of inspecting for compliance with the terms of this Conservation Easement. The Grantee shall have the right to prevent violations and remedy violations of the terms of this Conservation Easement through judicial action, which shall include, without limitation, the right to bring proceedings in law or in equity against any party or parties attempting to violate the terms of this Conservation Easement. Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, the Grantee shall give Grantor written notice of the violation and thirty (30) days to cure the violation, before commencing any legal proceedings. The Grantee may obtain an injunction to stop a violation or a threatened violation, temporarily or permanently. The parties agree that a court may issue an injunction or order requiring Grantor to restore the Property to its condition prior to the violation, as restoration of the property may be the only appropriate remedy. In any case where a court finds that a violation has occurred, Grantor shall reimburse the Grantee for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorneys' fees. In any case where a court finds no such violation has occurred, each party shall bear its own costs. In any case where the court finds that there was a complete absence of a justiciable issue of either law or fact raised by the losing party, the court may award a reasonable attorney's fee to the prevailing party as provided by law. The failure of the Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time for that violation or any subsequent violations.

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

(c) Enforcement of this Conservation Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or of any other term of this Conservation Easement or of Grantee's rights. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. In the event Grantee determines there is a breach of this Conservation Easement, Grantor fails to cure said breach as provided herein, and Grantee thereafter exercises its discretion and forbears taking action to enforce this Conservation Easement, the State of North Carolina shall have a third party right of enforcement and may, upon a

determination that the Conservation Values of the Property have been impaired by Grantor's breach, assume the enforcement rights of Grantee pursuant to Section 7(a) and take appropriate action to enforce the terms of this Conservation Easement.

8. **STEWARDSHIP OF THE EASEMENT.** Grantor, its successors or assigns, will monitor and observe the Property in perpetuity to assure compliance with the purposes and provisions of this Conservation Easement, and that it will report on the condition of the Property, or provide for such reporting to Grantee no less frequently than once a year; and further will report immediately to Grantee any observed and/or known violations of this Conservation Easement. Grantor and Grantee covenant that the obligation to provide monitoring of the Property will survive any transfer of Grantor's fee interest in the Property.

9. **TRANSFER OF EASEMENT.** Grantee has the right to transfer, assign, convey, or otherwise to co-hold the Conservation Easement created by this deed of conservation easement to any public agency or private nonprofit organization that, at the time of transfer, is a qualified organization under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, or any successor section, and the regulations promulgated thereunder (the "Code") that is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code, a qualified holder as that term is defined in the Act or any successor statute, and a qualified grant recipient pursuant to N.C.G.S. Chapter 143B, Article 2, Part 41. The Parties further covenant and agree that the terms of the transfer or the assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the purpose(s) of the Conservation Easement that the contribution was originally intended to advance as set forth herein, but acknowledge specifically that any transfer or assignment of the Conservation Easement shall have no effect on Grantor's obligation to provide stewardship of the Conservation Easement as set forth in Section 8. If Grantee ever ceases to exist or no longer qualify under Section 170(h) of the U.S. Internal Revenue Code, or applicable State law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by this Conservation Easement.

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

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

12. **TERMINATION OF EASEMENT.** If it is determined by a court with jurisdiction that conditions on or surrounding the Property have changed so much that it is impossible to fulfill the Conservation Purposes set forth above, a court with jurisdiction may, at the joint request of both Grantor and Grantee, terminate this Conservation Easement.

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

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

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

If condemnation or a taking by eminent domain of a part of the Property or the entire Property by a public authority renders it impossible to fulfill any of the Conservation Purposes of this Conservation Easement on all or part of the Property, this Conservation Easement may be terminated or modified accordingly through condemnation proceedings. Grantor and Grantee agree that this Conservation Easement is a currently vested real property right with a value equal to the proportionate value of the Conservation Easement to the unencumbered value of the fee, as of the date of this Conservation Easement. If the Conservation Easement is terminated or modified and any or all of the Property is sold or taken for public use, then, as required by Section 1.170A-14(g)(6) of the IRS regulations, the Grantee shall be entitled to the proportionate value of the Conservation Easement, which has been predetermined at zero percent (0%) of the Property's unrestricted value, subject to any applicable law that expressly requires for a different disposition of the proceeds.

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

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

14. **INTERPRETATION.** This Conservation Easement shall be interpreted under the laws of North Carolina, resolving any ambiguities and questions of the validity of specific provisions as to give maximum effect to its Conservation Purposes.

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

16. **TITLE.** Grantor warrants that they hold fee simple title to the Property, free from all encumbrances, except for those exceptions deemed by the Grantee as acceptable and set further in Exhibit D to this Conservation Easement, and hereby promise to defend the same against all claims that may be made against it. This Conservation Easement is conveyed as an absolute gift to the Grantee subject to an executory interest in the State of North Carolina. Such executory interest shall accrue to the State of North Carolina only in the event Grantor or Grantee attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interest in and to the Conservation Easement, except as specifically authorized herein, without the prior written consent of the State, which consent shall not be unreasonably withheld. Upon accrual of the executory interest, all rights, title, and interest in the Conservation Easement of Grantor or Grantee, as the case may be, shall automatically vest in the State of North Carolina.

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

To Grantor:

Triangle Land Conservancy  
514 S. Duke Street

To Grantee:

Orange County Department of Environment,  
Agriculture, Parks and Recreation

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Durham, NC 27701

Orange County, North Carolina  
P.O. Box 8181  
Hillsborough, NC 27278

18. **ENVIRONMENTAL CONDITION.** Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property.

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

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

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

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

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

24. **DOCUMENTATION REPORT.** The parties acknowledge that the Baseline Documentation Report dated \_\_\_\_\_, a copy of which is on file at the offices of the Grantee, accurately establishes the uses, structures, Conservation Values and condition of the protected Property as of the date hereof. See summary attached as Exhibit C.

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

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

*Model Conservation Easement*

*Revised*

without reservation the rights and responsibilities conveyed by this Conservation Easement. This Conservation Easement is to be effective the date recorded in the Orange County Registry of Deeds.

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

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

*Model Conservation Easement*

*Revised*

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

GRANTOR:

TRIANGLE LAND CONSERVANCY

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

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

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

Accepted:

GRANTEE:

ORANGE COUNTY, NORTH CAROLINA

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

Penny Rich, Chair

Orange County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Donna S. Baker, Clerk to the  
Board of Commissioners

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*Revised*

Acknowledgments

NORTH CAROLINA  
COUNTY OF ORANGE

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

Witness my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

My commission expires:

\_\_\_\_\_

NORTH CAROLINA  
COUNTY OF ORANGE

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

Witness my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

My commission expires:

\_\_\_\_\_

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*Revised*

EXHIBIT A. GIS MAP AND SKETCH OF PROPERTY

EXHIBIT B. STREAM BUFFER ZONE

EXHIBIT C. SUMMARY OF THE BASELINE DOCUMENTATION REPORT

EXHIBIT D. PERMITTED EXCEPTIONS

**EXHIBIT A**  
GIS MAP AND SKETCH OF PROPERTY

[see following page]

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**EXHIBIT B**  
STREAM BUFFER ZONE

BEING ALL of that certain area entitled “Stream Buffer Area” on that certain plat entitled “Conservation Easement Survey for Triangle Land Conservancy” prepared by Matthew S. Jerrell, and recorded at Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Orange County Registry.

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*Revised*

**EXHIBIT C**  
SUMMARY OF THE BASELINE DOCUMENTATION REPORT

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**EXHIBIT D**  
PERMITTED EXCEPTIONS

1. Taxes or assessments for the year 2020, and subsequent years, not yet due or payable;
2. Matters shown on that certain plat titled "Conservation Easement Survey for Triangle Land Conservancy" prepared by Matthew S. Jerrell, and recorded at Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Orange County Registry;
3. Deed of Easement recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, Orange Country Registry (*access only*);
4. Matters shown on plat recorded in Plat Book 59, Page 26, Orange County Registry (*access only*);
5. Rights of way recorded in Book 1731, Page 285 and Book 2038, Page 84, Orange County Registry (*access only*); and
6. Sewer easement contained in deed recorded in Book 685, Page 492, Orange County Registry (*access only*).

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Update to Orange County Limited English Proficiency Policy (“Orange County  
“Language Access Policy”)

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**DEPARTMENT:** Human Rights and Relations

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**ATTACHMENT(S):**

1. Language Access Policy
2. Limited English Proficiency Policy  
(Approved December 11, 2001)

**INFORMATION CONTACT:**

Annette Moore, Human Rights and  
Relations, (919) 245-2317

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**PURPOSE:** To approve an update to Orange County’s Limited English Proficiency Policy (“Language Access Policy”).

**BACKGROUND:** On December 11, 2001, the Orange County Board of Commissioners adopted one of the first Limited English Proficiency policies in the Country. The Policy contained not only language assistance standards and principles for providing meaningful access to Orange County services, programs and activities for limited English Proficiency (“LEP”) persons, but also an Implementing Plan with a “tool box” of services departments could use to address the needs of the LEP community. Since 2001, neither the Policy nor the Plan been updated. In 2011, the U.S. Department of Justice issued a “Language Access Assessment and Planning Tool for Federally Conducted and Federally Assisted Programs.”

Staff is recommending the Board update the Policy for two reasons: (1) to comply with the Department of Justice Guidance; and (2) review and assess of the County’s language access program. Included in an assessment of the program will be a “community assessment” to determine if the tools the County is using are effective and providing “meaningful access” to the LEP community. If the answer is “no,” staff intends to ask stakeholders what is needed to provide “meaningful access.” Staff also wants to test the public’s knowledge that the services are available to the community.

To do this, staff proposes to divide the current LEP Policy into two parts: (1) A Language Access Policy; and (2) Language Access Plan. The Policy will establish the standards, operating principles, and guidelines that govern the delivery of language appropriate services. The Policy directives will require Orange County Government and its staff to ensure meaningful access to its services, programs and activities to the LEP community. The Language Access Plan will be the management document outlining how Departments define tasks, sets deadlines and priorities,

assign responsibility, and allocate the resources necessary to come into or maintain compliance with language access requirements. It will also describe how departments will meet the service delivery standards. The Policy is approved by the Board and the Plan would be under the authority of the County Manager.

The attached Policy is consisted with this concept. If approved, staff will conduct a community assessment of the County's language access services over the summer. Based on findings, staff will develop an Implementing Plan that is consistent with the Department of Justice Guidance for County Manager review.

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

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

**RECOMMENDATION(S):** The Manager recommends that the Board approve the Update to the Limited English Proficiency Policy and change the name of the Policy to the Language Access Policy.

## **Orange County Language Access Policy**

### **I. Policy Statement**

It is the policy of Orange County to provide timely meaningful access for Limited English Proficiency (“LEP”) persons to all Orange County government services, programs and activities. All language assistance services are free to all LEP individuals who requests language assistance services.

### **II. Purpose and Authority:**

The purpose of this policy is to establish effective guidelines, consistent with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, for Orange County employees to follow when providing services to, or interacting with, individuals who have limited English proficiency (“LEP”). Following this Policy is essential to the success of our mission to provide meaningful access to the LEP community to all Orange County services, programs and activities.

### **III. Staff Compliance.**

Orange County personnel shall provide free language assistance services to LEP individuals whom they encounter or whenever an LEP person requests language assistance services. Each County Department Director is responsible to ensure their respective departments have a Language Access Plan, LEP persons have access to the services their department provides, and to ensuring department staff receives training on providing language access services to the LEP community.

### **IV. Definitions.**

- A. Bi-lingual staff – A staff person employed by Orange County who has demonstrated proficiency in English and reading, writing, speaking, or understanding at least one other language as authorized by his or her department.
- B. Interpretation – The act of listening to a communication in one language (source language) and orally converting it to another language (target language) while retaining the same meaning.
- C. Language Assistance Services – Oral and written language services needed to assist LEP individuals to communicate effectively with staff, and to provide LEP individuals with meaningful access to, and an equal opportunity to participate fully in, the services, activities, or other programs administered by the Department.
- D. Limited English Proficient (LEP) Individuals – Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. LEP individuals may be competent in English for certain types of communication (e.g., speaking or understanding), but still be LEP for other purposes (e.g., reading or writing).
- E. Meaningful Access – Language assistance that results in accurate, timely, and effective communication at no cost to the LEP individual.

- F. Primary Language – An individual’s primary language is the language in which an individual most effectively communicates.
- G. Program or Activity – The term “program or activity” and the term “program” mean all of the operations of the Department.
- H. Qualified Translator or Interpreter – An in-house or contracted translator or interpreter who has demonstrated his or her competence to interpret or translate through testing by the Department of Human Rights and Relations, Certification by a qualified entity, or is authorized to do so by contract with the Department and if a County employee approved by his or her department.
- I. Sight Translation – Oral rendering of written text into spoken language by an interpreter without change in meaning based on a visual review of the original text or document.
- J. Translation – The replacement of written text from one language (source language) into an equivalent written text in another language (target language).
- K. Vital Document – Paper or electronic written material that contains information that is critical for accessing a component’s program or activities, or is required by law.

#### **V. Language Assistance Measures.**

Ensuring the quality and accuracy of language assistance services provided by each Department is critical to providing LEP individuals with meaningful access to department programs and activities.

- A. Identification of LEP Communities. Orange County shall assess the number or proportion of LEP persons from each language group in The County to determine appropriate language assistance services. The analysis shall include persons in Orange County with whom your departments comes into contact while carrying out service functions. The assessment shall include all communities who are eligible for services or are likely directly affected by programs or activities. Departments may determine the linguistic characteristics of an LEP population in their Orange County service area by reviewing available data from federal, state, and local government agencies, community, and faith based organizations. A department should also identifying and tracking the primary language of LEP individuals that seek and receive programs and services. By regularly collecting and updating this data, departments will be able to accurately identify and efficiently address the changing needs of their LEP communities.
- B. Quality of Language Access Services. The Department of Human Rights and Relations is delegated with the authority to ensure that the County will take reasonable steps to ensure that all staff or contracted personnel who serve as translators, interpreters or who communicate “in-language” with LEP persons are competent to do so. Considerations of competency in light of particular tasks may include:
  - 1. Demonstrated proficiency in and ability to communicate information accurately in both English and the other language;

2. Identifying and employing the appropriate mode of interpreting (e.g., consecutive, simultaneous, or sight translation), translating, or communicating fluently in the target language;
  3. Knowledge in both languages of any specialized terms or concepts particular to the component's program or activity and of any particularized vocabulary used by the LEP person;
  4. Understanding and following confidentiality, impartiality, and ethical rules to the same extent as Department staff;
  5. Understanding and adhering to their role as interpreters, translators, or bi-lingual staff. Department liaisons shall also take reasonable steps to ensure that when translating text, all staff or contracted personnel who serve as translators are briefed by department staff on the context and intended audience.
  6. Absent exigent circumstances, Departments shall avoid using family members (including children), neighbors, friends, acquaintances, and bystanders to provide language assistance services. Departments shall also avoid using individual opposing parties, adverse witnesses, or victims to a dispute as interpreters. Using family, friends, bystanders, or parties to a dispute to interpret could result in a breach of confidentiality, a conflict of interest, or inadequate interpretation.
- C. Types of Language Assistance Services. There are two primary types of language assistance services: oral and written.
1. Interpretation Services. Oral language assistance service may come in the form of "in-language" communication (a qualified bi-lingual staff member communicating directly in an LEP person's language) or interpreting. An interpreter renders a message spoken in one language into one or more other languages. Interpretation can take place in-person, through a telephonic interpreter, or via internet or video interpreting. Departments shall ensure the Department of Human Rights and Relations has designated interpreters as "qualified" prior to engaging them for services.
  2. Translation of Vital Documents. Departments should proactively translate vital written documents into the frequently encountered languages of LEP groups served or likely to be affected by the benefit, program or service in Orange County. When Department staff have reason to believe that an individual is LEP, the department must respond to that LEP individual in a language he or she understands. For example, a letter sent to a specific LEP person should be translated into the appropriate language for that individual to ensure effective communication. Departments should also have a language access plans in place for handling written communication with LEP individuals in less frequently encountered languages.
    - a. Departments shall prioritize translation of vital documents. Classification of a document as "vital" depends upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP

person if the information in question is not provided accurately or in a timely manner. The determination of what documents are considered “vital” is left to the discretion of individual department, which are in the best position to evaluate their circumstances and services within their language access planning materials.

- b. Types of vital documents – There are two types of Vital Documents, those meant for the general public or a broad audience, and those that are specific communications regarding a case or matter between an individual and the Department. Each department should exercise its discretion in creating a process for identifying and prioritizing vital documents or texts to translate. Departments should ensure all translations are completed by translators who are designated as “qualified” by the Department of Human Rights and Relations.
- c. Documents that may be considered “vital” may include, but are not limited to, certain:
  - i. administrative complaints, release, or waiver forms;
  - ii. Claim or application forms;
  - iii. Public outreach or educational materials (including web-based material);
  - iv. Letters or notices pertaining to policies changes or updates;
  - v. Written notices of rights, denial, loss, or decreases in benefits or services, or hearings;
  - vi. Forms or written material related to individual rights;
  - vii. Notices of community meetings or other community outreach;
  - viii. Notices regarding the availability of language assistance services provided by the component at no cost to LEP individuals;

D. Notice of Language Assistance Services. Departments must inform LEP individuals of their eligibility for benefits, programs, and services in a language they understand. Departments should assess all points of contact, telephone, in-person, mail, and electronic communication its staff has with the public and LEP individuals when determining the best method of providing notice of language assistance services. A Department should not only provide oral and written language access services, but also must explain how LEP individuals can access available language assistance services

## **VI. Staff Training.**

A. Language Access Training is mandatory for department directors, supervisors, interpreters, translators, or frontline staff who encounter LEP individuals. Staff shall receive training on identifying LEP customers and the procedures for accessing language assistance services provided by the County. New employees will receive training at new

employee orientation on available language access resources. Yearly training will be available to existing staff to ensure effective implementation of the policies and procedures.

- B. Supervisors will be responsible for department level training on the department's language access plan. They will provide training for all staff before this new plan is implemented. Included in the training will be a review of the Language Access Policy and Procedures; training on utilizing translation services for written materials, and utilizing currently used language and sign language interpreter services. Subsequent training of new or existing staff will be the responsibility of the manager/supervisor.
- C. Training for language access services will include training on LEP services, cultural sensitivity, and customer service to help staff deliver effective and efficient language access services to our LEP clients. The training will be delivered via a blended approach, using a variety of tools, such as in-person classroom style training, and on-line webinars designed to enhance skills, including the language skills of our employees.

**VII. Bilingual Staff.**

Orange County has a multi-lingual hiring preference for positions that provide direct, critical services to LEP clients, these position are advertised to attract bi-lingual candidates. Positions, the County Manager determines provide direct critical services to the LEP community, may require that bi-lingual persons serve in those positions. Prior to becoming an Orange County employee, a candidate shall be tested to ensure that are competent in each required language. Bi-lingual employees may receive additional remuneration.

**VIII. Performance Measurement.**

Orange County shall conduct an audit of language assistance services on an annual basis. An audit consists of monitoring, evaluating and updating the Language Access Policy, plan and procedures as needed.

**IX. Language Access Plan.**

The Department of Human Rights shall develop a Language Access Plan and procedures under the direction and with the approval of the County Manager. The Language Access Plan and any procedures shall assist County departments in defining tasks, setting deadlines and priorities, assigning responsibility, and allocating the resources necessary to come into or maintaining compliance with language access requirements. It will also describes how departments will meet the service delivery standards.

## **Orange County Government Limited English Proficiency (LEP) Policy**

**Orange County is committed to improving the accessibility of services to persons with limited English proficiency (LEP) and to developing and implementing a system that gives LEP persons “meaningful access” to Orange County programs and services.**

### **Purpose**

To eliminate or reduce to the maximum extent possible limited English proficiency as a barrier or impediment to accessing core service in Orange County Government.

### **Background**

There has been a dramatic and rapid influx of new immigrants into Orange County who have Limited English Proficiency (LEP). For these new community members language can be a barrier to accessing services or benefits, understanding and exercising their rights, and other information and that may leave them vulnerable. Recognizing this, Orange County has designated eliminating barriers and access to programs and services to the LEP community as an important goal.

Additionally, on August 16, 2000, the President signed Executive Order 13166, mandating that all federal agencies ensure that they and their recipients of federal aid improve access to services to the LEP population. The attached policy was drafted to support the goal and be in compliance with the Executive Order and its policy implementation guidance. The policy as well as the Executive Order provides no new rights or benefits but clarify existing Title VI<sup>1</sup> responsibilities and set forth the steps necessary to ensure “meaningful access” to services by the LEP community.

In identifying the language assistance initiatives needed that are consistent with the underlying goal of this policy, it is reasonable to focus on those Departments within Orange County government that have the greatest potential for interaction with the LEP population, that involve vital exchange of information affecting provisions of service, and that grant a benefit or imposition of a burden on the LEP population. Orange County government services can be grouped into five categories based generally on the nature, purpose, and consequences of their interaction with the general public and/or LEP populations.

- (A) Departments whose primary mission is to serve the internal management and administrative needs of County government. The interaction of these Departments with the LEP population is infrequent and secondary to services that they perform.
- (B) Departments whose mission is to service the policy needs of County Government. These Departments either are not dependent on their interaction with the public or historical data suggest that they have no significant involvement with the LEP population.
- (C) Departments whose primary mission or focus is the provision of services, information, or assistance to third parties. These Departments have the potential for serving significant LEP populations.

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<sup>1</sup> Title VI of the Civil Rights Act of 1964 prohibits recipients of federal financial assistance from discriminating against or otherwise excluding individuals on the basis of race, color, or national origin in any of their activities Section 601 of Title VI, 42 U.S.C. § 2000d.

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- (D) Departments whose mission or focus is to serve the legal, investigative, and policy needs of County Government in a manner that involves (and in some cases is dependent upon) interactions with the public, including predictable and periodic interactions with identifiable LEP.
- (E) Departments whose mission or primary function is to exercise supervision and control over special populations known to contain significant numbers of LEP individuals.

### Criteria:

To determine what reasonable steps were necessary to develop a policy that provides LEP persons with “meaningful access” to County programs and services a number of factors should be reviewed:

- (1) The number of or proportion of LEP persons in Orange County - Departments should look at the number or proportion of LEP persons eligible to be served or encountered by the recipient in carrying out its operation. The greater the number or proportion of LEP persons, the more likely language services are needed;
- (2) The frequency with which LEP individuals come in contact with the program – Departments should assess, as accurately as possible, the frequency of contact with eligible LEP persons. The more frequent the contact, the more need for the language service. Departments should consider if with appropriate outreach to LEP persons, the frequency of contacts will increase usage by the LEP group;
- (3) The importance of the service provided by the program – Departments should consider the importance of the activity, service, or program and whether the denial or delay of access to service or information will have serious implication for the LEP individuals; and
- (4) The resources available to the recipient – Department’s level of resources can impact the nature of the steps it should take. Smaller departments with fewer resources are not required to provide the same level of resources as the larger departments. Smaller departments should combine their resources to provide meaningful access to LEP populations.

### 1. Language Assistance Principle

Assisting LEP individual seeking direct County services or benefits, or where there is potential for the direct imposition of a burden onto the individual by the County:

- ◆ LEP persons should be advised that they may choose either to secure the assistance of an interpreter of their own choosing, at their own expense, or a County interpreter provided by the relevant Department.<sup>2</sup> Documentation that the service was offered and the LEP person’s election should be documented in any written record generated with respect to the LEP person.
- ◆ Departments should take reasonable steps to ensure that the interpreter services provided are only through individuals who are competent to provide interpretive services

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<sup>2</sup> A LEP person may often look to a bilingual family member or friend or other person they are comfortable with for language assistance, there may also be situation in which a LEP person may want to rely on County-supplied interpretive services. (Some examples where use of an individual’s own interpreter may be justified is when an individual has to reveal or describe information of a sensitive, confidential, or potentially embarrassing nature. Similarly, instances where a Department’s interest may justify the use of a County-supplied interpreter is where precise, complete or accurate translation or information is needed.)

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at a level of fluency, comprehension, and confidentiality appropriate to the specific nature, type and purpose of information at issue.

- ◆ Departments should include, take into account, needed language assistance measures, in addition to those specified in this plan, when changes occur in programs or services where a failure to do so may result in a denial of substantially equal and meaningfully effective services to a significant LEP population served by the County.
- ◆ To the maximum extent practical, limited English proficiency shall not act as a barrier or otherwise limit access to vital information, i.e., information publicly available in English as to when, where, or how to access benefits or services from a Department.

## 2. Uniform Language Assistance Initiatives

Each Department experiencing a need for language assistance measures should take the following action:

- ◆ *Oral Information.* Each location accessible to the public at which vital oral information is made available (e.g., information desks or telephone lines, certain reception desks or areas, building entries, etc.) maintained or administered by a Department identified as warranting language assistance measures will have in place personnel or language assistance resources capable of providing, within **one business day**, information and/or instruction in appropriate languages other than English. Each Department should develop a plan and timetable for implementing the following:
  - Have in place at points of public contact bilingual or multi-lingual staff, appropriate translations of commonly requested information in commonly encountered languages, or procedures for access to telephonic interpretive services<sup>3</sup> for use by Department personnel.
  - As appropriate, the written procedures for accessing telephonic language assistance resources will be (1) inserted into every Department telephone book (both written and electronic); (2) posted or otherwise readily available (e.g., through the County intranet system) at every point of public contact; and (3) distributed to every employee whose duties routinely include contact with members of the public.

Complete and distribute to each Department, county building or, as appropriate, work group, a listing of staff members assigned to that department, facility, or work group who have volunteered to provide temporary language assistance services in the case of an emergency. Name, office, physical location, business telephone number, work hours, language, and level of fluency should identify staff members.

- *Written Materials.* Each Department shall ensure the translation of “vital” written materials into the language of regularly encountered LEP groups eligible to be served or to be affected by the Department’s programs. “Vital” includes but is not limited to: written notices of rights, denial, loss, or decreases in benefits and services; notices of disciplinary action; consent and complaint forms; intake forms; application for participation in

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<sup>3</sup> “Telephonic interpretive services,” sometimes referred to as “language lines” involve the use of interpreters who provide either simultaneous or consecutive translation by phone.

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department' program or activity; and notices advising LEP persons of free language assistance.

The term "vital" depends upon the importance of the program, service, information or encounter involved. Large documents may have both vital and non-vital information. Written translation of only vital information is required. An appropriate "rule of thumb" in determining vital information in a document that requires translation is:

- A Department should provide written translation of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the persons eligible to be served or likely to be affected or encountered. Translation of other documents can be provided orally;
- If there are fewer than 50 persons in a language group that reaches the 5% trigger, then departments do not have to translate vital materials but should provide written notice in the primary language of the LEP language group of their right to receive competent oral translation of the written materials, free of cost.

Please note: This applies only to the written translation of information in vital documents.

- *Electronic Information.* Unless already in place, each Department that maintains a web page accessible to members of the general public should include information on the availability of language assistance through or by the Department. Where documents in languages other than English are placed on or accessible through the web page, information on their availability should be included in the appropriate languages on the web home page or other initial point of access.
- *Signage.* **Where signage within a publicly accessible building maintained or administered by a Department is provided in English, it will also be provided, at a minimum and as soon as reasonably practical, in the two most common non-English languages spoken in the County. In determining the two most common non-English languages in the County, Departments should look at available census data, and identify populations where more than 25% of the people within a language group speak English less than well.**<sup>4</sup> Signage in fewer languages is warranted where current demographic data establishes that the population potentially served by the Department or facility does not include more than one language minority group that satisfies the 25% standard. Each Department will develop a signage implementation timetable including, where appropriate, reasonable delays necessitated by the lack of current data on LEP populations.

3. *Department-Specific Language Assistance Initiatives.* In addition to the uniform language initiatives applicable to the department engaging in programs and activities warranting language assistance measures, departments will implement additional language assistance measures warranted by their particular programs, activities, and/or target/service population and forward them to the Department of Human Rights and Relations (HRR) to compile and forward to the County Manger.

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<sup>4</sup> "Available data" includes but is not limited to language and demographic census information pertaining to Orange County.

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4. *Staff Training.* All employees expected to implement the language assistance initiatives set out in this Plan should be knowledgeable about (1) the nature and scope of language assistance services and resources available through their department, and (2) the procedures through which they may access those services to assist in the discharge of their respective duties. Each department subject to this Plan will develop a plan and a timetable for the implementation of following actions with respect to staff training:

1. Employees whose routine duties include interactions with the public will be provided with written information on the scope and nature of available or planned language assistance services and the specific procedures through which such services can be accessed at the employee's work location.

2. Each department (or, as appropriate, sub-unit) will develop and incorporate into new employee orientation and/or training programs a module on the nature and scope of language assistance services and the specific procedures through which each employee can access those services.

5. *Outreach.* LEP individuals in need of language assistance services should have reasonable notice of the availability of such services. Each department with significant LEP contacts should undertake appropriate written and oral outreach efforts designed to alert LEP communities and individuals as to the nature, scope, and availability of the language assistance services set out in this Plan. In the area of outreach, each component subject to this Plan will take the following actions:

- Where documents are available in languages other than English, the English version will include a notice of such availability translated into every language in which the document is available.
- Where documents are available for viewing or downloading through a component web page in languages other than English, a tag indicating such availability in each of the languages will be included on each web page.
- To the maximum extent possible, departments will strive to inform stakeholder organizations regarding the nature and scope of available language assistance services through appropriate oral and written means.

6. *Monitoring.* Language assistance plans should be periodically reassessed to ensure that the scope and nature of language assistance services provided under the plan reflect updated information on relevant LEP populations, their language assistance needs, and the Departments experience under the plan. Over the next twelve months, each Department subject to this Plan will take the following actions to monitor the effectiveness of its language assistance initiatives and assess the possible need for enhancements or modifications to those initiatives:

1. By the end of the third quarter of **every** fiscal year, each Department will advise HRR on the approaches to be used to assess Department activities under this Plan.
2. By the end of the fiscal year, each Department will submit to HRR the results of its assessment of its activities under this Plan, together with any proposed modifications to this Plan. Each subsequent year, the Department will report the results of its assessment of its activities under this Plan within the framework of such reporting mechanisms, as it deems appropriate.

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3. By the end of the first quarter of Fiscal Year **2003**, after collecting Department assessments, HRR will forward to the County Manager recommendations on proposed modifications, if any, to this Plan for the remainder of Fiscal Year 2002 and beyond.

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**COUNTY DEPARTMENTS**

<b>Critical Services (High)</b>	<b>External Services</b>	<b>Internal/External Services</b>	<b>Informational</b>	<b>Internal Services (Low)</b>
EMS Health Social Services Sheriff	Aging Child Support Cooperative Economic Development Extension Elections Planning Housing and Community Development Human Rights and Relations Library Parks and Recreation Register of Deeds Revenue Collector Solid Waste Transportation	BOCC Clerk Manager Personnel Public Works Purchasing & Contracts	Environment and Resource Conservation Engineer Land Records Natural Resource Conservation Tax Assessor	Budget Finance IS County Attorney

## **“Tool Box” for Providing Services to Limited English Proficiency (LEP) Clients**

The components listed below are offered as suggested tools that departments may use to accommodate the needs of non-English or limited-English speaking clients. Approaches may vary depending upon specific departmental needs.

### **1) County Employees**

Interpreter services may be provided through County employees as follows:

- a) Employee whose primary duty is to provide interpreter services.
  - i) This employee may be hired by a single department or shared among departments who need interpreter services for a major portion of the working day on a daily basis. This type of arrangement would be recommended primarily for departments who are categorized in the Policy as a provider of “critical services” and by the information compiled in the departmental surveys, indicated a high need for interpreter services. Departments seeking to add staff for this function would be subject to the new employee approval carried out as part of the annual budget process.
- b) Limited interpreter services provided by employees on a rotational basis.
  - i) Departments with bi-lingual employees, who have demonstrated fluency, may participate in an interpreter pool.
  - ii) Employees may be scheduled during certain hours of the week to receive calls from any County department needing interpreter assistance. This would be particularly advantageous to departments with infrequent interpreter needs.
  - iii) Call lists could be available on the Intranet so a Department needing interpreter service could easily access help while the caller was on the line.
  - iv) In order to experience the least amount of disruption in their regular job duties, employees assigned to offices (as opposed to field personnel) would be most effective in this capacity.
  - v) **Departments may with County Manager approval offer incentives to employees who participate in the interpreter pool when it is not a part of their primary duties.**

### **2) Independent contractors.**

- a) Interpreters would be expected to execute a contract with the County prior to being used for interpreter services.
- b) Interpreters must prove competency to the County’s satisfaction prior to being included on the list of available service providers.
- c) A list of interpreters who may be willing/able to provide interpreter services is centrally maintained.
- d) Departments needing interpreter services may consult the list and schedule the interpreter as needed.

### **3) Telephone Interpreter Services. (Such as the AT & T service)**

- a) The Department of Emergency Management has established an account for interpreter services through AT & T and makes it available to any County department who may choose to utilize it. Departments desiring to utilize the service should seek information in advance from Dinah Jeffries, Emergency Management Department at 968-2050.

**4) Spanish-Greeting Voice Mailbox.**

- a) A voice mailbox would be established exclusively for Spanish speaking only clients. The greeting would be in Spanish and invite the caller to leave a message so someone could call them back within a limited period of time (perhaps by the next business day). Instructions for calling in case of emergency would be part of the voice mail message, so response to true emergencies could be addressed immediately.
- b) The messages would be picked up and the information transferred to the appropriate service provider. This could be accomplished through current employees who may rotate the service duty and/or an independent contractor that the County may choose to select.
- c) This method of communication would be used when no other interpreter services could be immediately accessed. It is designed as a safety net for LEP clients seeking service, but not as first line communication.

**5) Written Protocols and Training.**

- a) It is important that departments establish departmental protocols as it respects how interpreter services are to be utilized pursuant to the individual departmental needs. For example, the Health Department will assure themselves that the interpreter retained to interpret medical information has demonstrated ability to do so accurately prior to their being used by the Department. To avoid confusion among employees, these protocols should be in writing and the appropriate departmental personnel trained to their use.
- b) Departments seeking examples of policies and procedures for interpreter services may wish to consider the "Orange County Health Department Policy and Procedures for Interpreter Services", which is available upon request to the Health Director's office.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Approval of Contract with Ceres Environmental Services, Inc. as a Secondary Provider for Disaster Debris Removal and Clearance Service

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**DEPARTMENT:** Solid Waste

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**ATTACHMENT(S):**  
Contract

**INFORMATION CONTACT:**  
Robert Williams, 919-918-4904

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**PURPOSE:** To authorize the Manager to sign an Agreement with Ceres Environmental Services, Inc. as a secondary provider for Disaster Debris Removal and Clearance Services for the County.

**BACKGROUND:** The Solid Waste Management Department along with the Towns of Chapel Hill, Carrboro and Hillsborough prepared a Request for Proposals for the provision of Disaster Debris Removal and Clearance. Seven firms responded to the request. After a thorough review of the responses, the Solid Waste Management Department and the Towns deemed Crowder Gulf, LLC as providing the most responsible, responsive proposal as the primary provider of emergency Disaster Debris Removal and Clearance Services. The BOCC approved the primary responders' contract on October 15, 2019.

Ceres Environmental ("Ceres") was identified as submitting the most responsible, responsive proposal as a secondary provider of emergency Disaster Debris Removal and Clearance Services. The Solid Waste Management Department recommends that Ceres be awarded the secondary contract for Disaster Debris Removal and Clearance Services.

**FINANCIAL IMPACT:** The primary purpose of the Agreement is to ensure that, in the event of a severe weather event, adequate staffing and equipment resources to effectively manage the large quantities of debris likely to be generated will be available. There are no anticipated expenses related to this agreement without an emergency declaration by the Chair of the Orange County Board of Commissioners.

**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.

Orange County seeks to create, preserve, and protect a natural environment that includes clean water, clean air, wildlife, important natural lands, and sustainable energy for present and future generations.

**ENVIRONMENTAL IMPACT:** The following Orange County Environmental Responsibility Goal impact is applicable to this item:

- **ENERGY EFFICIENCY AND WASTE REDUCTION**

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

The provision of emergency storm debris management services will minimize waste stream impacts on the environment.

**RECOMMENDATION(S):** The Manager recommends that the Board authorize the Manager to sign an Agreement with Ceres Environmental Services, Inc. for the purpose of providing Emergency Storm Debris Clearance and Removal as a secondary provider for an initial three year term, and to sign future renewals and amendments.

[Departmental Use Only]  
 TITLE  
 FY

**NORTH CAROLINA**

**SERVICES AGREEMENT RFP/RFQ**

**ORANGE COUNTY**

This Services Agreement (hereinafter “Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, (“Effective Date”) by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and Ceres Environmental Services, Inc., (hereinafter, the "Provider").

**WITNESSETH:**

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

**1. Services**

a. Scope of Work.

- i) This Services Agreement (“Agreement”) is for professional services to be rendered by Provider to County with respect to (*insert type of project*): Emergency storm debris clearance and removal, to commence only upon a Notice to Proceed issued by the County in the event of a natural or manmade disaster.
- ii) By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.
- iii) Time is of the essence with respect to this Agreement.
- iv) The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. Compensation to the Provider for Basic Services under this Agreement shall be as set forth herein.

**2. Responsibilities of the Provider**

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

with applicable federal, state and local laws and regulations applicable to the performance of these services. Provider is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the Basic Services.

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

### 3. Basic Services

#### a. Basic Services.

The Provider shall perform as Basic Services the work and services described herein and as specified in the County's Request for Proposals or Request for Qualifications (the "RFP") "RFP Number 5266 for "Disaster Debris Clearance and Removal Services" issued July 29, 2019, and the Provider's proposal which are fully incorporated and integrated herein by reference together with Attachment 1: Federal Contracting Requirements for FEMA Assistance, Reimbursement Contracts (designate all attachments). In the event a term or condition in any document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of the documents shall be as follows: This Agreement, the County's RFP together with attachments, Provider's Proposal together with attachments.

The County shall issue a written Notice to Proceed for the Basic Services referenced in this Agreement. Under no circumstances shall County be liable for any services rendered unless the Written Notice to Proceed has been sent and received by Provider. Provider must acknowledge receipt of the Written Notice to Proceed.

### 4. Duration of Services

a. Term. The term of this Agreement shall be from , 2020 to , 2023.

#### b. Scheduling of Services

- i) The Provider shall schedule and perform its activities in a timely manner so as to meet the Milestone Dates listed in Section 3.
- ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate its efforts, including providing additional resources and working overtime, as necessary, to perform its services in accordance with the approved project schedule at no additional cost to the County.
- iii) The Commencement Date for the Provider's Basic Services shall be , 2020.

### 5. Compensation

a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services under this Agreement. This Agreement is intended to be an umbrella agreement authorizing the performance of emergency storm debris clearance and removal services that may or may not be necessary during the term of the Agreement. Should activation of a contract become necessary, fees will be estimated based off the initial assessment of damages occurred,

using the fee schedules determined by the Local Government Debris Manager in consultation with State and FEMA officials. Prior to any service being provided, the County and the Provider shall negotiate a “Not to Exceed” amount for the services required within this Agreement. The written Notice to Proceed issued by the County shall include the negotiated Not to Exceed Amount. Upon completion of the service Provider shall submit an invoice to the County as provided herein. All invoices shall include appropriate detail to satisfy County and current FEMA requirements. In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Payment for Basic Services may only be made upon receipt of a properly submitted invoice. Payment shall be made through the County’s purchase order process and any such purchase order shall have attached a corresponding scope of work and shall be pre-audited as required by North Carolina law. Should Provider fail to perform its duties under the terms of this Agreement, County may, without fault or penalty, withhold any payment associated with the work to be performed until such time as said work is completed.

- b. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

## 6. Responsibilities of the County

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

## 7. Insurance

- a. General Requirements. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers’ Compensation Insurance, and any additional insurance as may be required by County’s Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php).) If County’s Risk Manager determines additional insurance coverage is required such additional insurance shall consist of \_\_\_\_\_ (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

## 8. Indemnity

- a. Indemnity. To the extent authorized by North Carolina law the Provider agrees, without limitation, to defend, indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and

arising from property damage or bodily injury including death to any person or persons caused in whole or in part by the negligence or misconduct of the Provider except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

## 9. Amendments to the Agreement

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

## 10. Termination

- a. Termination for Convenience of the County. This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Provider.
- b. Other Termination. The Provider may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Provider shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause.
- c. Compensation After Termination.
  - i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Provider.
  - ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.
- d. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.
- e. Suspension. County may suspend the Basic Services and this Agreement at any time for County's convenience and without penalty to County upon three (3) days' notice to Provider. Upon any suspension by County, Provider shall discontinue the Basic Services and shall not resume the Basic Services until notified to proceed by County.

## 11. Additional Provisions

- a. Limitation and Assignment. The County and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.
- b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.
- c. Compliance with Laws. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php).) Any violation of this requirement is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination. By executing this Agreement Provider affirms that Provider and any subcontractors of Provider are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.
- d. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of a suit or action.
- e. Entire Agreement. This Agreement, together with the RFP and its attachments and the Proposal and its attachments, represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- f. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- g. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the property of the County and may be used on any other project

without additional compensation to the Provider. The use of the documents, items or things by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.

- h. Non-Appropriation. Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of County’s obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis.

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

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

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

Provider’s Name & Address  
Ceres Envir. Services, Inc.  
6968 Professional Pky East  
Sarasota, FL 32240

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

**ORANGE COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
*Printed Name and Title*

**ATTACHMENT 1****Federal Contracting Requirements for FEMA Assistance, Reimbursement Contracts**

This **Attachment 1** is incorporated into the Services Agreement (hereinafter, the “Agreement” or “Contract” or “contract”) between the County and the Provider. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Agreement. All references to the “Contractor” or “Company” or “Vendor” or “Provider” shall be deemed to mean the Provider.

This Agreement will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Agreement. The most recent of such federal requirements, including any amendments made after the execution of this Agreement shall govern the Agreement, unless the federal government determines otherwise. This **Attachment 1** identifies the federal requirements that may be applicable to this Agreement. The Provider is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2 CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this Agreement are deemed incorporated into this Agreement by reference and shall be incorporated into any subagreement or subcontract executed by the Provider pursuant to its obligations under this Agreement. The Provider and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original Agreement then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to services to be performed under this Agreement.

**Drug Free Workplace Requirements**

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Contractor Compliance**

This is an acknowledgement that FEMA financial assistance may be used to fund the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. In addition, the Contractor will comply with uniform administrative requirements, cost principles, and audit requirement for federal awards.

**Conflict of Interest**

The Contractor must disclose in writing any potential conflict of interest to the County of Orange or pass through entity in accordance with federal policy.

**Mandatory Disclosures**

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

**Energy Conservation**

The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6201, et seq.

**Clean Air Act and Federal Water Pollution Control Act**

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Access to Records and Reports**

All Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

The Contractor agrees to provide the North Carolina Division of Emergency Management, the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

### **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, the Contractor, or any other party pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-contractors who will be subject to the provisions.

### **Changes**

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

### **Termination**

Termination of this Agreement shall be in accordance with the Termination clause contained in Section 10 of the Agreement.

### **Remedies**

In addition to the remedies set forth in the Agreement, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach or violation of the terms of this Agreement by the Provider.

### **Suspension and Debarment**

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, Subpart C and 2 CFR pt. 3000, Subpart C, in addition to the remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Equal Employment Opportunity**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Davis-Bacon Requirements**

If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

##### ***1. Minimum Wages.***

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

## 2. *Withholding.*

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any

apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### **3. Payrolls and Basic Records.**

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all sub-contractors. Contractors and sub-contractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a sub-contractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or sub-contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. *Apprentices and Trainees.*

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub-Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be

paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### **5. *Compliance with Copeland “Anti-Kickback” Act Requirements.***

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### **6. *Subcontracts.***

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

#### **7. *Contract Termination: Debarment.***

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

#### **8. *Compliance with Davis-Bacon and Related Act Requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### **9. *Disputes Concerning Labor Standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. *Certification of Eligibility.***

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

#### **Copeland “Anti-Kickback” Act**

*Contractor.* The Contractor shall comply with 18 U.S.C. § 87, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

*Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any

lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

*Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR § 5.12.

### **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any sub-contractors or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

### **Rights to Inventions Made Under a Contract or Agreement**

If the FEMA award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by FEMA.

### **Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any

other award covered by 31 USC § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### **Procurement of Recovered Materials**

Contractor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 USC § 6962), and the regulatory provisions of 40 CFR Part 247. Whenever (1) the contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or (2) the Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year, in the performance of this contract the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

### **Safeguarding Personal Identifiable Information:**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

### **DHS Seal, Logo, and Flags**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ORD-2020-015

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Fiscal Year 2019-20 Budget Amendment #11

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**DEPARTMENT:** Finance and Administrative Services

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**ATTACHMENT(S):**

- Attachment 1. Budget As Amended Spreadsheet
- Attachment 2. Year-to-Date Budget Summary
- Attachment 3. List of County Capital Projects to be Closed

**INFORMATION CONTACT:**

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

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**PURPOSE:** To approve budget, grant, and capital project ordinance amendments for fiscal year 2019-20.

**BACKGROUND:**

**Housing and Community Development**

1. Housing and Community Development has expanded the Housing Stabilization program to centralize payments on behalf of municipalities in Orange County. Payments made on behalf of the Towns are to be reimbursed by the Towns to the County. This budget amendment provides for an additional appropriation of \$54,907 for housing stabilization and the receipt of a matching amount of reimbursement revenue from the Towns. *(See Attachment 1, column #1)*

**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.

**Emergency Services**

2. Emergency Services has received \$31,479 as part of the CARES Act Provider Relief Fund. These funds will be used for COVID-19 related expenditures. This budget amendment provides for the receipt of these funds for the above stated purpose. *(See Attachment 1, column #2)*

**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.

3. The Orange County Emergency Services Department has received additional grant funds totaling \$54,506 from the N.C. Department of Crime Control and Public Safety related to the Emergency Management Performance Grant awards. The department plans to use these funds to assist in maintaining the comprehensive Emergency Management Program. This budget amendment provides for the receipt of these grant funds, and amends the following grant project ordinance: *(See Attachment 1, column 2)*

**Emergency Management Performance Grant (\$54,506) - Project # 71049**

Revenues for this project:

	Current FY 2019-20	FY 2019-20 Amendment	FY 2019-20 Revised
EM Performance Grant Funds	\$393,914	\$54,506	\$448,420
<b>Total Project Funding</b>	<b>\$393,914</b>	<b>\$54,506</b>	<b>\$448,420</b>

Appropriated for this project:

	Current FY 2019-20	FY 2019-20 Amendment	FY 2019-20 Revised
EM Performance Grant	\$393,914	\$54,506	\$448,420
<b>Total Costs</b>	<b>\$393,914</b>	<b>\$54,506</b>	<b>\$448,420</b>

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

- **GOAL: CREATE A SAFE COMMUNITY**

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

### Miscellaneous

4. The FY 2019-20 Board of Commissioners' Approved Budget included funds of \$711,383, for employee performance awards of either \$500, \$750, or \$1,000, effective with Work Planning and Performance Review (WPPR) dates from July 1, 2019 to June 30, 2020. This budget amendment provides for the allocation of \$711,383 within departments to cover the performance awards in FY 2019-20. *(See Attachment 1, column 3)*
5. The FY 2019-20 Board of Commissioners' Approved Budget included Salary Savings funds of \$2,000,000. This budget amendment provides for the allocation of these funds within the affected departments to cover these Salary Savings funds in FY 2019-20. *(See Attachment 1, column 4)*

6. The FY 2019-20 Board of Commissioners' Approved Budget included funds of \$600,000 to continue the County match of employees' 401k contributions of up to \$63.00 per pay period for all general (non-sworn law enforcement officer) employees. This budget amendment provides for the allocation of \$600,000 within departments to cover these increases. *(See Attachment 1, column 5)*

**SOCIAL JUSTICE IMPACT:** There are no Orange County Social Justice Goals associated with these items.

### Non-Departmental – Coronavirus Relief Funding (CRF)

7. Orange County has received its State-wide per capita share of Coronavirus Relief Funding (CRF) in the amount of \$2,665,753. At its May 19, 2020 Virtual Business Meeting, the Board of Commissioners approved the CRF funding allocation of \$1,546,136 to the County and a total of \$1,119,617 to the municipalities of Chapel Hill, Carrboro, Hillsborough, and Mebane, based on a per capita allocation. This budget amendment provides for the receipt of these funds, allocates the funds based on the approved CRF Funding Plan as approved by the Board of Commissioners on May 19, 2020, and approves the creation of the following time-limited positions through December 30, 2020: Court Navigator (1.0 FTE); Program Manager (1.0 FTE), and the approval of a time-limited Bi-lingual Staff Attorney (1.0 FTE) through June 20, 2021 (this position will be funded using 50% CRF funds and 50% FY 2019-20 Social Justice Reserve funds. *(See Attachment 1, column 6)*

**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.

### Article 46 Sales Tax Fund

8. This item provides for the receipt of \$100,000 and any residual balances from available Small Business Loan Program funds into the Article 46 Sales Tax Fund, which represents the remaining balance after the \$410,000 in Small Business Loan Program funds are used to provide Round 2 of Emergency Grants to small businesses in FY 2020-21. This budget amendment provides for the receipt of these Small Business Loan Program funds into the Article 46 Sales Tax Fund. *(See Attachment 1, column 7)*

**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.

## Sheriff's Office

9. The Sheriff's Office has the following year-end adjustments that are needed in the Drug Forfeiture Fund and the Jail Inmate Fund:
- The Drug Forfeiture Fund was established in FY 2015-16 to record Federal and State Forfeiture funds for the Sheriff's Office, and to account for the receipt and disbursement of these funds. This budget amendment provides for the receipt of additional Forfeiture funds of \$136,495 received by the Sheriff's Office during FY 2019-20. This budget amendment provides for the receipt of these additional funds in the separate Drug Forfeiture Fund, outside of the General Fund.
  - The Jail Inmate Fund is a fiduciary fund and all remaining funds at year-end should be transferred out of the Fund to either a special revenue fund or to the General Fund, and reported as revenues of the County and used to track expenditures for equipment needs or providing indigent services to the inmates. These funds will be designated as Committed Fund Balance in the General Fund for use in FY 2020-21. This budget amendment provides for the transfer of funds totaling \$35,070, and any residual balances, from the Jail Inmate Fund to the General Fund.

This budget amendment provides for these year-end adjustments. *(See Attachment 1, column 8)*

**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.

## Health and Dental Insurance Fund – Technical Amendment

10. This technical amendment provides for moving budgeted funds of \$2,686,222 from the Transfer to Other Funds (Transfer to the Health and Dental Fund) to the Support Services Non-Departmental section of the General Fund in order to comply with Governmental Accounting Standards Board (GASB) financial requirements that Retiree Health Insurance payments be paid from the County's General Fund. This budget amendment provides for this technical amendment as stated above. *(See Attachment 1, column 9)*

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

## County Capital Projects

11. The County has established projects in the County Capital Projects Fund to construct or acquire a capital asset. A Capital Asset is defined by Governmental Accounting, Auditing, and Financial Reporting (GAAFR) as: land, improvements to land, easements, work of art, and historical treasures, infrastructure and all other tangible or intangible assets that are used in the operations and that have initial useful lives extending beyond a single reporting period. As stated in North Carolina General Statute 159-13.2 (c) Project Ordinances, "A project ordinance shall clearly identify the

project and authorize its undertaking, identify the revenues that will finance the project, and make the appropriations necessary to complete the project.”

Attachment 3 includes twelve (12) County Capital Projects that are still active even though they have been completed for several years. Closing these projects would provide \$8,781 in the County Capital Reserves Fund to be used for other capital projects or towards annual debt service payments. This budget amendment provides for the closing of these projects and their associated budgets, and the receipt of these surplus funds of \$8,781 in the County Capital Reserve Fund.

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

### Deferred Maintenance – Schools

12. As part of the FY 2018-19 Approved Operating Budget, \$3,000,000 was budgeted in the Education section of the General Fund Operating Budget for Deferred Maintenance for use by both school systems to address needs from the districts’ assessment studies of their older schools. At FY 2018-19 year-end, the schools had expensed a total of \$1,468,077, leaving a balance remaining of \$1,531,923. Since this was budgeted in an annual General Fund account, the remaining balance lapsed at year-end. This budget amendment provides for the use of available School Capital Reserve Funds of \$1,531,923 and amends the following School Capital Project Ordinances:

#### **Deferred Maintenance – CHCCS (\$965,324) - Project # 54022**

Revenues for this project:

	Current FY 2019-20	FY 2019-20 Amendment	FY 2019-20 Revised
From Capital Reserves	\$1,804,200	\$965,324	\$2,769,524
<b>Total Project Funding</b>	<b>\$1,804,200</b>	<b>\$965,324</b>	<b>\$2,769,524</b>

Appropriated for this project:

	Current FY 2019-20	FY 2019-20 Amendment	FY 2019-20 Revised
Deferred Maintenance	\$1,804,200	\$965,324	\$2,769,524
<b>Total Costs</b>	<b>\$1,804,200</b>	<b>\$965,324</b>	<b>\$2,769,524</b>

#### **Deferred Maintenance – OCS (\$566,599) - Project # 51045**

Revenues for this project:

	Current FY 2019-20	FY 2019-20 Amendment	FY 2019-20 Revised
From Capital Reserves	\$1,195,800	\$566,599	\$1,762,399
<b>Total Project Funding</b>	<b>\$1,195,800</b>	<b>\$566,599</b>	<b>\$1,762,399</b>

Appropriated for this project:

	Current FY 2019-20	FY 2019-20 Amendment	FY 2019-20 Revised
Deferred Maintenance	\$1,195,800	\$566,599	\$1,762,399
<b>Total Costs</b>	<b>\$1,195,800</b>	<b>\$566,599</b>	<b>\$1,762,399</b>

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

### **Criminal Justice Resource Department**

13. Criminal Justice Resource Department, in conjunction with the District Court Judges Office, has received \$20,000 in COVID-19 Relief grant funds from Cardinal Innovations in response to the Coronavirus pandemic. This award will benefit individuals with behavior health issues in the Community Resource Court, Outreach Court and Pretrial Release. This budget amendment provides for the receipt of these grant funds for the above stated purpose. *(See Attachment 1, column 10)*

**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.

### **Arts Commission**

14. The Orange County Arts Commission has received \$15,000 from the North Carolina Arts Council. This budget amendment provides for the receipt of these funds and will apply them to support local artists impacted by the COVID-19 pandemic. *(See Attachment 1, column 11)*

**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 these items.

**FINANCIAL IMPACT:** Financial impacts are included in the background information above. This budget amendment provides for the receipt of these additional funds in FY 2019-20 and increases the General Fund by \$2,752,302, the Grant Projects Fund by \$54,506, the Article 46 Sales Tax Fund by \$100,000, the Drug Forfeiture Fund by \$136,495, the Community Development Fund by \$335,109, the Visitors Bureau Fund by \$40,000; the Housing Fund by \$50,000; the County Capital Reserve Fund by \$8,781, the School Capital Projects Fund by \$1,531,923; decreases the Jail Inmate Fund by \$35,070, and decreases budgeted funds within the County Capital Projects Fund by \$41,222,174.

**RECOMMENDATION(S):** The Manager recommends the Board approve the budget, grant, and capital project ordinance amendments for fiscal year 2019-20.

Attachment 1. Orange County Proposed 2019-20 Budget Amendment  
 The 2019-20 Orange County Budget Ordinance is amended as follows:

	Original Budget	Encumbrance Carry Forwards	Budget as Amended	Budget as Amended Through BOA #10	1. Housing and Community Development - Receipt of \$54,907 in reimbursement funds from the Towns as part of the Department's Housing Stabilization program	2. Emergency Services - Receipt of \$31,479 in CARES Act Provider Relief funds; and receipt of additional Emergency Management Performance Grant funds of \$54,506	3. Allocation of FY 2019-20 Budgeted employee performance awards totaling \$711,383 within departments to cover the performance awards granted in FY 2019-20	4. Allocation of FY 2019-20 Budgeted Salary Savings of \$2,000,000 within the affected departments to cover these Salary Savings in FY 2019-20	5. Allocation of FY 2019-20 Budgeted 401k Plan Enhancement of \$600,000 within departments to cover these increases	6. Non-Departmental - Receipt of the County's State-wide per capita share of the Coronavirus Relief Funding (CRF) in the amount of \$2,665,753.	7. Article 46 Sales Tax Fund - Receipt of \$100,000 and any residual balances from the Small Business Loan Pool to be used for Emergency Funding to small businesses	8. Sheriff's Office - Year-end adjustments to the Drug Forfeiture Funds and the Jail Inmate Funds	9. Technical Amendment - moving the budgeted Transfer to Other Funds (the Health and Dental Fund) in the amount of \$2,686,222 to Support Services Non-Departmental to be paid out of the General Fund	10. Criminal Justice Resource Department - receipt of \$20,000 in COVID-19 Relief grant funds from Cardinal Innovations	11. Arts Commission - receipt of a \$15,000 grant award from the North Carolina Arts Council to support individual artists impacted by COVID-19	Budget as Amended Through BOA #11	
<b>General Fund Revenue</b>																	
Property Taxes	\$ 165,153,931	\$ -	\$ 165,153,931	\$ 165,153,931	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165,153,931
Sales Taxes	\$ 25,372,861	\$ -	\$ 25,372,861	\$ 25,372,861	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,372,861
License and Permits	\$ 313,260	\$ -	\$ 313,260	\$ 313,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 313,260
Local	\$ 225,317	\$ -	\$ 225,317	\$ 225,317	\$ -	\$ 31,479	\$ -	\$ -	\$ -	\$ 2,665,753	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,922,549
Intergovernmental	\$ 18,276,612	\$ -	\$ 18,276,612	\$ 19,041,218	\$ -	\$ 31,479	\$ -	\$ -	\$ -	\$ 2,665,753	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,738,450
Charges for Service	\$ 12,704,833	\$ -	\$ 12,704,833	\$ 12,853,506	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,853,506
Miscellaneous	\$ 3,040,769	\$ -	\$ 3,040,769	\$ 3,650,528	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,670,528
Transfers from Other Funds	\$ 4,034,600	\$ -	\$ 4,034,600	\$ 4,034,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,069,670
Fund Balance	\$ 7,806,006	\$ 1,468,810	\$ 9,274,816	\$ 9,262,353	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,070	\$ -	\$ -	\$ -	\$ -	\$ 9,262,353
<b>Total General Fund Revenues</b>	<b>\$ 237,121,872</b>	<b>\$ 1,468,810</b>	<b>\$ 238,590,682</b>	<b>\$ 240,386,931</b>	<b>\$ -</b>	<b>\$ 31,479</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,665,753</b>	<b>\$ -</b>	<b>\$ 35,070</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 243,139,233</b>

<b>Expenditures</b>																	
Asset Management Services	\$ 4,821,645	\$ 141,280	\$ 4,962,925	\$ 5,126,305	\$ -	\$ -	\$ 22,367	\$ (78,129)	\$ 21,538	\$ 570,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,662,081
Human Resources	\$ 1,002,957	\$ 15,309	\$ 1,018,266	\$ 1,034,443	\$ -	\$ -	\$ 10,231	\$ (2,615)	\$ 11,078	\$ 104,251	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,157,388
Information Technologies	\$ 4,076,614	\$ 132,061	\$ 4,208,675	\$ 4,238,458	\$ -	\$ -	\$ 17,701	\$ (81,091)	\$ 16,291	\$ 145,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,336,359
Non-Departmental	\$ 740,602	\$ 43,885	\$ 784,487	\$ (391,218)	\$ -	\$ -	\$ (711,383)	\$ 2,000,000	\$ (600,000)	\$ 1,119,617	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,417,016
Support Services	\$ 12,465,362	\$ 421,862	\$ 12,887,224	\$ 11,996,733	\$ -	\$ -	\$ (644,786)	\$ 1,794,709	\$ (538,460)	\$ 1,938,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,547,064
Non-Departmental	\$ 105,000	\$ -	\$ 105,000	\$ 106,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,793,022
General Government	\$ 23,540,653	\$ 104,565	\$ 23,645,218	\$ 23,825,178	\$ -	\$ -	\$ 71,341	\$ (119,532)	\$ 74,926	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,578,135
DEAPR	\$ 4,043,083	\$ 29,680	\$ 4,072,763	\$ 4,179,497	\$ -	\$ -	\$ 29,581	\$ (50,185)	\$ 28,143	\$ 26,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,213,036
Community Services	\$ 14,421,090	\$ 196,963	\$ 14,618,053	\$ 15,210,772	\$ -	\$ -	\$ 101,688	\$ (450,052)	\$ 97,492	\$ 26,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,985,900
Department of Social Services	\$ 20,319,204	\$ 135,919	\$ 20,455,123	\$ 21,448,281	\$ -	\$ -	\$ 125,196	\$ (651,063)	\$ 107,960	\$ 103,136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,133,510
Human Rights and Relations	\$ 344,031	\$ -	\$ 344,031	\$ 406,896	\$ -	\$ -	\$ 2,902	\$ (21,891)	\$ 243	\$ 57,590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,740
Housing and CD	\$ 333,995	\$ 36,560	\$ 370,555	\$ 273,064	\$ -	\$ -	\$ 2,046	\$ 30,111	\$ 17,875	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335,096
Human Services	\$ 40,822,906	\$ 410,483	\$ 41,233,389	\$ 42,345,645	\$ -	\$ -	\$ 261,614	\$ (1,215,084)	\$ 240,827	\$ 172,726	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,805,728
Criminal Justice Resource Department	\$ 700,654	\$ 29,287	\$ 729,941	\$ 755,625	\$ -	\$ -	\$ 6,341	\$ (6,355)	\$ 8,499	\$ 31,457	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 815,567
Sheriff	\$ 14,076,091	\$ 137,644	\$ 14,213,735	\$ 14,584,235	\$ -	\$ -	\$ 119,427	\$ 375,570	\$ 32,193	\$ -	\$ -	\$ 35,070	\$ -	\$ -	\$ -	\$ -	\$ 15,146,495
Emergency Services	\$ 11,380,019	\$ 151,816	\$ 11,531,835	\$ 11,672,268	\$ -	\$ 31,479	\$ 84,375	\$ (379,256)	\$ 84,523	\$ 101,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,594,889
Public Safety	\$ 26,643,096	\$ 334,937	\$ 26,978,033	\$ 27,561,577	\$ -	\$ 31,479	\$ 210,143	\$ (10,041)	\$ 125,215	\$ 132,957	\$ -	\$ 35,070	\$ -	\$ 20,000	\$ -	\$ -	\$ 28,106,400
Education	\$ 111,279,115	\$ -	\$ 111,279,115	\$ 111,279,115	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,279,115
Transfers Out	\$ 7,949,650	\$ -	\$ 7,949,650	\$ 8,167,911	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 355,202	\$ -	\$ -	\$ (2,686,222)	\$ -	\$ -	\$ -	\$ 5,836,891
<b>Total General Fund Appropriation</b>	<b>\$ 237,121,872</b>	<b>\$ 1,468,810</b>	<b>\$ 238,590,682</b>	<b>\$ 240,386,931</b>	<b>\$ -</b>	<b>\$ 31,479</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,665,753</b>	<b>\$ -</b>	<b>\$ 35,070</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 243,139,233</b>
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0

<b>Visitors Bureau Fund Revenues</b>																	
Occupancy Tax	\$ 1,423,571	\$ -	\$ 1,423,571	\$ 1,423,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,423,571
Sales and Fees	\$ 500	\$ -	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Intergovernmental	\$ 236,703	\$ -	\$ 236,703	\$ 415,405	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 430,405
Investment Earnings	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000
Miscellaneous	\$ -	\$ -	\$ -	\$ 3,901	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,901
Alternative Financing	\$ -	\$ -	\$ -	\$ 79,324	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,324
From General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Appropriated Fund Balance	\$ 259,606	\$ 2,438	\$ 262,044	\$ 446,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 446,080
<b>Total Revenues</b>	<b>\$ 1,924,380</b>	<b>\$ 2,438</b>	<b>\$ 1,926,818</b>	<b>\$ 2,372,781</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>\$ -</b>	<b>\$ 2,412,781</b>									

<b>Expenditures</b>																	
General Government	\$ 211,168	\$ -	\$ 211,168	\$ 215,368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 230,368
Community Services	\$ 1,713,212	\$ 2,438	\$ 1,715,650	\$ 2,157,413	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,182,413
<b>Total Visitors Bureau Expenditures</b>	<b>\$ 1,924,380</b>	<b>\$ 2,438</b>	<b>\$ 1,926,818</b>	<b>\$ 2,372,781</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ 2,412,781</b>								

<b>Section 8 Housing Fund Revenues</b>																	
Intergovernmental	\$ 4,201,264	\$ -	\$ 4,201,264	\$ 5,018,588	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,018,588
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer from General Fund	\$ 221,060	\$ -	\$ 221,060	\$ 221,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 271,060
Appropriated Fund Balance	\$ -	\$ 11,652	\$ 11,652	\$ 82,652	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,652
<b>Total Housing Fund Revenues</b>	<b>\$ 4,422,324</b>	<b>\$ 11,652</b>	<b>\$ 4,433,976</b>	<b>\$ 5,322,300</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ 5,372,300</b>									

<b>Expenditures</b>																	
Housing Fund	\$ 4,422,324	\$ 11,652	\$ 4,433,976	\$ 5,322,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,372,300



## Year-To-Date Budget Summary

*Fiscal Year 2019-20*

### General Fund Budget Summary

Original General Fund Budget	\$237,121,872
Additional Revenue Received Through Budget Amendment #11 (June 16, 2020)	
Grant Funds	\$310,938
Non Grant Funds	\$4,252,076
General Fund - Fund Balance for Anticipated Appropriations (i.e. Encumbrances)	\$1,468,810
General Fund - Fund Balance Appropriated to Cover Anticipated and Unanticipated Expenditures	(\$14,463)
<b>Total Amended General Fund Budget</b>	<b>\$243,139,233</b>
Dollar Change in 2019-20 Approved General Fund Budget	\$6,017,361
% Change in 2019-20 Approved General Fund Budget	2.54%

### Authorized Full Time Equivalent Positions

Original Approved General Fund Full Time Equivalent Positions	947.470
Original Approved Other Funds Full Time Equivalent Positions	99.350
<b>Total Approved Full-Time-Equivalent Positions for Fiscal Year 2019-20</b>	<b>1,046.820</b>

**Paul:**

increase a .50 FTE Navigator position in Health Department to 1.00 FTE thru FY 19-20 (BOA #1); increase a .75 FTE Navigator position to 1.00 FTE thru FY 19-20, and moves both temporary FTE increases for these Navigators from GF to Grant Fund (BOA #2); increase a 1.0 FTE Deputy Sheriff I - SRO Position (BOA #2-A); increase a 1.0 FTE time-limited Human Services Specialist position in DSS (BOA #3-A); change Social Worker II position in Dept. on Aging from time-limited permanent; no change in # of FTEs (BOA #7); Increase of the following time-limited positions: 1.0 FTE Bi-Lingual Staff Attorney; 1.0 FTE Court Navigator; 1.0 FTE Program Manager (BOA #11)

## Attachment 3

**County Capital Projects to be closed in FY 2019-20**  
**Available Balances as of 6/5/20**

<b>Project #</b>	<b>Project</b>	<b>Approved Budget</b>	<b>Actual Balance Remaining</b>
10035	Animal Services Facility	\$ 9,168,864.00	\$ 514.40
10038	West Campus Office Building/Library	\$ 26,899,000.00	\$ 8,263.88
10045	Emergency Services Reserve	\$ 1,200,000.00	\$ -
20005	Fairview Park, Phase I	\$ 1,606,218.00	\$ 0.82
20009	Homestead Park/Aquatics Center	\$ 83,346.00	\$ -
20017	Parkland & Recreation Facilities	\$ 175,012.00	\$ 1.25
20021	Southern Community Park	\$ 38,196.00	\$ -
20030	Central Recreation Repairs	\$ 414,441.00	\$ 0.13
20038	Joint Artificial Soccer Turf (with Chapel Hill)	\$ 623,000.00	\$ -
20044	Land Acquisition (Greene Tract/Headwaters Nature Preserve - 60-acre parcel)	\$ 668,178.00	\$ -
30019	ADA Compliance	\$ 16,058.00	\$ -
30041	Payroll Software System	\$ 329,861.00	\$ 1.19
	<b>Total</b>	<b>\$ 41,222,174.00</b>	<b>\$ 8,781.67</b>

ORD-2020-016

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Application for North Carolina Education Lottery Proceeds for Chapel Hill – Carrboro City Schools (CHCCS) and Contingent Approval of Budget Amendment #11-A Related to CHCCS Capital Project Ordinances

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**DEPARTMENT:** Finance and Administrative  
Services

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**ATTACHMENT(S):**

Attachment 1. CHCCS – Lottery  
Proceeds Debt Service  
Application

**INFORMATION CONTACT:**

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

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**PURPOSE:** To approve an application to the North Carolina Department of Public Instruction (NCDPI) to release proceeds from the NC Education Lottery account related to FY 2019-20 debt service payments for Chapel Hill – Carrboro City Schools (CHCCS), and to approve Budget Amendment #11-A, contingent on the NCDPI's approval of the application.

**BACKGROUND:** Both County School Systems have previously presented approved resolutions from their respective Boards requesting that the County modify its Capital Funding Policy by applying accumulated lottery funds to debt service payments, and permitting current year withdrawals of lottery proceeds immediately after the State's quarterly lottery fund allocations. This policy expedites both the application process and the receipt of funds for both school systems.

Currently, the accumulated available lottery proceeds for Chapel Hill – Carrboro City Schools (CHCCS) is \$436,128. The attached application requests NCDPI to release lottery proceeds in the amount of \$436,000 to cover debt service for projects previously financed for the Chapel Hill – Carrboro City School system.

Budget Amendment #11-A provides for the receipt of the Lottery Proceeds, contingent on NCDPI's approval of the application, and substitutes the amount of Lottery Proceeds approved for debt service as additional Pay-As-You-Go (PAYGO) funds for FY 2019-20 for CHCCS long-range capital needs and projects. These additional PAYGO funds were budgeted as part of the FY 2019-20 (Year 1) Capital Investment Fund approved by the Board of County Commissioners and are allocated to the following projects:

**Chapel Hill – Carrboro City Schools (\$436,000):**

Athletic Facilities (\$96,000) – Project #54002

Doors/Hardware/Canopies (75,000) – Project #53023

Electrical Systems (\$125,000) – Project #53026

Rental Space (\$140,000) – Project #54019

**FINANCIAL IMPACT:** The total Lottery Proceeds requested from the NCDPI for Chapel Hill– Carrboro City Schools is \$436,000.

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

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

**RECOMMENDATION(S):** The Manager recommends that the Board of County Commissioners approve, and authorize the Chair to sign, the application for North Carolina Education Lottery Proceeds; and approve Budget Amendment #11-A receiving the Lottery Proceeds, contingent on NCDPI's approval of the application.

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

County: Orange County

Contact Person: Gary Donaldson

LEA: Chapel Hill-Carrboro City Schools

Title: Chief Financial Officer

Address: P.O. Box 8181 Hillsborough, NC

Phone: (919) 245-2453

Project Title: FY 2019-20 Debt Service (Limited Obligation Bonds - Series 2011)

Location: \_\_\_\_\_

Type of Facility: \_\_\_\_\_

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:  
(3) No county shall have to provide matching funds...  
(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.  
(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Debt Service associated with the Limited Obligation Bonds - Series 2011 (Morris Grove Elementary)

Estimated Costs:

Purchase of Land _____	\$ _____	
Planning and Design Services _____	_____	
New Construction _____	_____	
Additions / Renovations _____	_____	
Repair _____	_____	
Debt Payment / Bond Payment _____		436,000.00
<b>TOTAL _____</b>	<b>\$ _____</b>	<b>436,000.00</b>

Estimated Project Beginning Date: 7/1/2019 Est. Project Completion Date: 6/30/2020

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 436,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners) (Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education) (Date)

ORD-2020-017

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Application for North Carolina Education Lottery Proceeds for Orange County Schools (OCS) and Contingent Approval of Budget Amendment #11-B Related to OCS Capital Project Ordinances

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**DEPARTMENT:** Finance and Administrative  
Services

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**ATTACHMENT(S):**

Attachment 1. OCS – Lottery Proceeds  
Debt Service Application

**INFORMATION CONTACT:**

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

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**PURPOSE:** To approve an application to the North Carolina Department of Public Instruction (NCDPI) to release proceeds from the NC Education Lottery account related to FY 2019-20 debt service payments for Orange County Schools (OCS), and to approve Budget Amendment #11-B, contingent on the NCDPI's approval of the application.

**BACKGROUND:** Both County School Systems have previously presented approved resolutions from their respective Boards requesting that the County modify its Capital Funding Policy by applying accumulated lottery funds to debt service payments, and permitting current year withdrawals of lottery proceeds immediately after the State's quarterly lottery fund allocations. This policy expedites both the application process and the receipt of funds for both school systems.

Currently, the accumulated available lottery proceeds for Orange County Schools (OCS) is \$551,036. The attached application requests NCDPI to release lottery proceeds in the amount of \$551,000 to cover debt service for projects previously financed for the Orange County School system.

Budget Amendment #11-B provides for the receipt of the Lottery Proceeds, contingent on NCDPI's approval of the application, and substitutes the amount of Lottery Proceeds approved for debt service as additional Pay-As-You-Go (PAYGO) funds for FY 2019-20 for OCS long-range capital needs and projects. These additional PAYGO funds were budgeted as part of the FY 2019-20 (Year 1) Capital Investment Fund approved by the Board of County Commissioners and are allocated to the following projects:

**Orange County Schools (\$551,000):**

Classroom/Building Improvements (\$250,000) – Project #51025  
School Safety/Security (136,170) – Project #51034  
Technology (\$164.830) – Project #51011

**FINANCIAL IMPACT:** The total Lottery Proceeds requested from the NCDPI for Orange County Schools is \$551,000.

**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, and authorize the Chair to sign, the application for North Carolina Education Lottery Proceeds; and approve Budget Amendment #11-B receiving the Lottery Proceeds, contingent on NCDPI's approval of the application.

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

County: Orange County

Contact Person: Gary Donaldson

LEA: Orange County Schools

Title: Chief Financial Officer

Address: P.O. Box 8181 Hillsborough, NC

Phone: (919) 245-2453

Project Title: FY 2019-20 Debt Service (2001 Bonds - Issued in 2005 - Series 2011 Refunding)

Location: \_\_\_\_\_

Type of Facility: \_\_\_\_\_

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:  
(3) No county shall have to provide matching funds...  
(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.  
(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Debt Service associated with 2001 Bonds - issued in 2005 - Series 2011 Refunding - issued in November 2011 (Gravelly Hill Middle School)

Estimated Costs:

Purchase of Land _____	\$ _____	
Planning and Design Services _____	_____	
New Construction _____	_____	
Additions / Renovations _____	_____	
Repair _____	_____	
Debt Payment / Bond Payment _____		551,000.00
<b>TOTAL _____</b>	<b>\$ _____</b>	<b>551,000.00</b>

Estimated Project Beginning Date: 7/1/2019 Est. Project Completion Date: 6/30/2020

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 551,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners) (Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education) (Date)

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

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

**SUBJECT:** Endorsement of Letter to Governor Roy Cooper from Orange County Climate Council

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**DEPARTMENT:** Asset Management Services

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**ATTACHMENT(S):**

Proposed Letter Regarding  
Recommendations to Support Local  
Governments During the Pandemic

**INFORMATION CONTACT:**

Brennan Bouma, (919) 245-2626

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**PURPOSE:** To authorize the Chair to sign the attached letter from the Orange County Climate Council as an additional endorsement and send the letter to Governor Roy Cooper.

**BACKGROUND:** In its May 28, 2020 meeting, the Orange County Climate Council reviewed a draft letter to Governor Cooper that makes a case for linking COVID-19 relief funding to broader improvements to public health and resilience. The letter had been drafted by the Council's own Policy Committee. After the discussion, the Council voted to approve the letter with a few suggested edits and send the final version (attached) to the four Orange County local government elected boards to ask for their endorsement before sending the letter to the Governor.

The Council's action was made with the understanding that time remaining during this fiscal year is short, and that not all local governments might get the chance to review the letter and consider endorsing it. The Council decided that time was of the essence to send the letter to assist in framing the economic recovery around both short-term and longer-term interests, and that the support of the local governments who are members of the Council was essential.

**FINANCIAL IMPACT:** There is no direct financial impact associated with signing and sending this letter. The letter supports the idea that the state can help local government economic recovery efforts from the COVID-19 pandemic, and that this support will have the greatest impact if it addresses immediate budgetary needs, supports local jobs, reduces expenses for governments or citizens, and improves the quality of life.

**SOCIAL JUSTICE IMPACT:** There is no Orange County Social Justice Goal impact associated with signing and sending this letter. The letter supports a way for the state to help local governments continue to protect, educate, and support our residents and to frame its relief programs in such a way that they will do the most good for the people most in need.

**ENVIRONMENTAL IMPACT:** There is no Environmental Responsibility Goal impact associated with signing and sending this letter. The letter focuses on public health, resilience, and quality of life, so a healthy environment is part of the overall message.

**RECOMMENDATION(S):** The Manager recommends that the Board authorize the Chair to sign the attached letter from the Orange County Climate Council as an additional endorsement and send the letter to Governor Cooper.

June 2, 2020

Governor Roy Cooper  
Office of the Governor  
20301 Mail Service Center  
Raleigh, NC 27699-0301

**Re: Recommendations to Support Local Governments during the Pandemic**

Dear Governor Cooper,

We are writing on behalf of the Orange County Climate Council, a collaborative effort established by Orange County, Carrboro, Chapel Hill, and Hillsborough. Our mission is to develop equitable, effective solutions to reduce greenhouse gas emissions and protect County residents from climate impacts. Council members include representatives from the county and municipal governments, the school systems, UNC-Chapel Hill, community organizations, and Orange County residents.

Like other communities across our state, we continue to face the health and economic impacts of the COVID-19 pandemic. We thank you for your leadership during this challenging time and for your efforts to help local governments address immediate budget shortages. We urge you and your administration to continue these efforts. State and federal support is critical at this time to ensure that county and municipal governments can continue protecting public health and safety, educating our citizens, providing transportation services, and performing other essential functions.

**We also urge your administration to identify opportunities to ensure that COVID relief efforts help our local communities and economies emerge stronger, healthier, and more resilient.** As North Carolina's communities deal with the public health and economic impacts of COVID-19, many are still rebuilding after recent hurricanes and preparing for the likelihood of another active hurricane season. Furthermore, the economic impacts of the pandemic are likely to have long-term effects in many parts of our state. These challenges are interrelated and require a comprehensive response, as noted in the World Health Organization's "Prescriptions for a Healthy and Green Recovery from COVID-19." (See Appendix.)

Identifying opportunities for government funding to deliver multiple public health and economic benefits is particularly important during this time of shrinking budgets. COVID-19 recovery funding will be most impactful if it addresses local governments' immediate budgetary needs, protects local jobs, reduces ongoing expenses for governments or citizens, and improves the quality of life in our communities. Numerous local projects can achieve these goals. For example, reducing energy consumption in schools and government buildings, expanding telecommuting options, or enhancing infrastructure to mitigate flooding would target near-term

needs while providing long-term savings and public health benefits. In addition, state support could help local governments continue beneficial practices that were initially implemented as temporary responses to the pandemic.

Economic, public health, and resiliency needs differ across the state. We encourage you to work with local governments and community stakeholders to identify priorities and determine how pandemic relief efforts can deliver multiple benefits for North Carolina.

Sincerely,

Mark Marcoplos, Chair, Orange County Climate Council

Melissa McCullough, Vice Chair, Orange County Climate Council

**Endorsements:**

On Behalf of the Orange County Board of Commissioners

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Penny Rich, Chair  
Orange County Board of Commissioners

## APPENDIX

### Prescriptions for a healthy and green recovery from COVID-19 (excerpted from “WHO Manifesto for a Healthy Recovery from COVID-19”)

26 May 2020

<https://www.who.int/news-room/feature-stories/detail/who-manifesto-for-a-healthy-recovery-from-covid-19>.

#### 1) Protect and preserve the source of human health: Nature.

Economies are a product of healthy human societies, which in turn rely on the natural environment - the original source of all clean air, water, and food. Human pressures, from deforestation, to intensive and polluting agricultural practices, to unsafe management and consumption of wildlife, undermine these services. They also increase the risk of emerging infectious diseases in humans – over 60% of which originate from animals, mainly from wildlife. Overall plans for post-COVID-19 recovery, and specifically plans to reduce the risk of future epidemics, need to go further upstream than early detection and control of disease outbreaks. They also need to lessen our impact on the environment, so as to reduce the risk at source.

#### 2) Invest in essential services, from water and sanitation to clean energy in healthcare facilities.

Around the world, billions of people lack access to the most basic services that are required to protect their health, whether from COVID-19, or any other risk. Handwashing facilities are essential for the prevention of infectious disease transmission, but are lacking in 40 % of households. Antimicrobial-resistant pathogens are widespread in water and waste and their sound management is needed to prevent the spread back to humans. In particular it is essential that health care facilities be equipped with water and sanitation services, including the soap and water that constitutes the most basic intervention to cut transmission of SARS-CoV-2 and other infections, access to reliable energy that is necessary to safely carry out most medical procedures, and occupational protection for health workers.

Overall, avoidable environmental and occupational risks cause about one quarter of all deaths in the world. Investment in healthier environments for health protection, environmental regulation, and ensuring that health systems are climate resilient, is both an essential guardrail against future disaster, and offers some of the best returns for society. For example, every dollar that was invested in strengthening the US Clean Air Act has paid back 30 dollars in benefit to US citizens, through improved air quality and better health.

### 3) Ensure a quick healthy energy transition.

Currently, over seven million people a year die from exposure to air pollution – 1 in 8 of all deaths. Over 90% of people breathe outdoor air with pollution levels exceeding WHO air quality guideline values. Two-thirds of this exposure to outdoor pollution results from the burning of the same fossil fuels that are driving climate change .

At the same time, renewable energy sources and storage continue to drop in price, increase in reliability, and provide more numerous, safer and higher paid jobs. Energy infrastructure decisions taken now will be locked in for decades to come. Factoring in the full economic and social consequences, and taking decisions in the public health interest, will tend to favour renewable energy sources, leading to cleaner environments and healthier people.

Several of the countries that were earliest and hardest hit by COVID-19, such as Italy and Spain, and those that were most successful in controlling the disease, such as South Korea and New Zealand, have put green development alongside health at the heart of their COVID-19 recovery strategies. A rapid global transition to clean energy would not only meet the Paris climate agreement goal of keeping warming below 2C, but would also improve air quality to such an extent that the resulting health gains would repay the cost of the investment twice over.

### 4) Promote healthy, sustainable food systems.

Diseases caused by either lack of access to food, or consumption of unhealthy, high calorie diets, are now the single largest cause of global ill health. They also increase vulnerability to other risks - conditions such as obesity and diabetes are among the largest risk factors for illness and death from COVID-19.

Agriculture, particularly clearing of land to rear livestock, contributes about ¼ of global greenhouse gas emissions, and land use change is the single biggest environmental driver of new disease outbreaks. There is a need for a rapid transition to healthy, nutritious and sustainable diets. If the world were able to meet WHO's dietary guidelines, this would save millions of lives, reduce disease risks, and bring major reductions in global greenhouse gas emissions.

### 5) Build healthy, liveable cities.

Over half of the world's population now lives in cities, and they are responsible for over 60% of both economic activity and greenhouse gas emissions. As cities have relatively high population densities and are traffic-saturated, many trips can be taken more efficiently by public transport, walking and cycling, than by private cars. This also brings major health benefits through reducing air pollution, road traffic injuries – and the over three million annual deaths from physical inactivity.

Many of the largest and most dynamic cities in the world, such as Milan, Paris, and London, have reacted to the COVID-19 crisis by pedestrianizing streets and massively expanding cycle lanes - enabling “physically distant” transport during the crisis, and enhancing economic activity and quality of life afterwards.

## 6) Stop using taxpayers' money to fund pollution.

The economic damage from COVID-19 and the necessary control measures, is very real, and will place huge pressure on Government finances. Financial reform will be unavoidable in recovering from COVID-19, and a good place to start is with fossil fuel subsidies.

Globally, about US\$400 billion every year of taxpayers' money is spent directly subsidizing the fossil fuels that are driving climate change and causing air pollution. Furthermore, private and social costs generated by health and other impacts from such pollution are generally not built into the price of fuels and energy. Including the damage to health and the environment that they cause, brings the real value of the subsidy to over US\$5 trillion per year- more than all governments around the world spend on healthcare – and about 2,000 times the budget of WHO.

Placing a price on polluting fuels in line with the damage they cause would approximately halve outdoor air pollution deaths, cut greenhouse gas emissions by over a quarter, and raise about 4% of global GDP in revenue. We should stop paying the pollution bill, both through our pockets and our lungs.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** June 16, 2020

**Action Agenda  
Item No.** 11-a

**SUBJECT:** Durham Technical Community College Board of Trustees – Appointment Discussion

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**DEPARTMENT:** Board of Commissioners

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**ATTACHMENT(S):**

Membership Roster  
Application for Person up for Reappointment  
Attendance Record  
Applicant Interest List  
Applications of Persons on the Interest List

**INFORMATION CONTACT:**

Clerk's Office, 919-245-2130

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**PURPOSE:** To discuss the reappointment to the Durham Technical Community College Board of Trustees.

**BACKGROUND:** The following appointment information is for Board consideration.

POSITION NO.	NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
2	Lee Storrow	BOCC Appointee	Second Full Term	06/30/2024

**SPECIAL NOTATION – The terms of these appointments are for a period of 4 years and do not have term limits.**

**NOTE - If the individuals listed above are appointed, the following vacancies remain:**

- None

**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 discuss the reappointment to the Durham Technical Community College Board of Trustees.

# Board and Commission Members

## And Vacant Positions

### *Durham Technical Community College Board of Trustees*

Meeting Times:

Contact Person: Gloria J. Gay

Meeting Place:

Contact Phone: 919-686-3374

Positions: 2

Length: 4 years

Terms: 2

Description: §Must be a concerned Orange County resident that has an understanding of the adult education needs in Orange County and is committed to lifelong learning. Must be a team member committed to working toward a common mission and goals.

Should also be able to attend at least 4 meetings per year, three of which will be held in Durham.

§Participate in the development and revision of DTCC policies.

§Create general policies that provide guidance for the President and staff as they pursue the role and mission of DTCC

§Ensure that the College has in place an effective system for planning and evaluation that uses results of evaluation to improve the college.

§Establish and terminate educational programs of the College based upon thorough documentation of need for new programs, and performance data regarding existing curriculums.

§Function as ambassadors for the College to the community and serve as a channel for information from the community to the College President.

§Ensure that the College assets are well maintained

Secure adequate financial resources to support the College's goals

### Mr. Mark Marcoplos

1

First Appointed: 02/15/2018

Gender Identity: Male

Township: Bingham

Current Appointment: 02/15/2018

Ethnic Background: white

Resid/Spec Req:

Expiration: 02/28/2019

Age Range:

Special Repr: Orange County BOCC

Number of Terms:

### Lee Storrow

2

First Appointed: 06/07/2016

Gender Identity: Male

Township: Chapel Hill

Current Appointment: 06/07/2016

Ethnic Background:

Resid/Spec Req:

Expiration: 06/30/2020

Age Range:

Special Repr: BOCC Appointee

Number of Terms: 1

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Lee Storrow  
**Name Called:**  
**Home Address:** 208 Barclay Road  
 Chapel Hill NC 27516  
**Phone (Day):** 919-914-0311  
**Phone (Evening):** 919-914-0311  
**Phone (Cell):** 919-914-0311  
**Email:** leestorrow@gmail.com  
**Place of Employment:** NC Aids Action Network  
**Job Title:** Executive Director  
**Year of OC Residence:** 2008  
**Township of Residence:** Chapel Hill  
**Zone of Residence:** C.H. City Limits  
**Sex:** Male  
**Ethnic Background:**

### Community Activities/Organizational Memberships:

I served on the Chapel Hill Town Council from 2011 - 2015. As a member of the council, I served on various boards, including the Historic Rogers Road Task Force, Orange County Visitors Bureau, and Chapel Hill Public Art Commission. I'm proud to have advanced inter-governmental relations during my time on the council, and worked closely with other elected officials across the county to support visitor promotion, access to voting, and public transportation and infrastructure. Since I've left the council, I've continued to serve on the Visitors Bureau Board as a non-voting representative of the Town of Chapel Hill. Currently, I'm a member of the Chapel Hill Chamber of Commerce's Chapel Hill Young Professionals (CHYP) and board of directors of the Strowd Roses Foundation. Professionally, I work as the executive director of the North Carolina AIDS Action Network, a statewide nonprofit that advocates on behalf of those living with and at-risk of acquiring HIV/AIDS. I'm also a member of the United Church of Chapel Hill.

### Past Service on Orange County Advisory Boards:

Orange County Visitors Bureau

### Boards/Commissions applied for:

#### Durham Technical Community College Board of Trustees

##### Background, education and experience relevant to this board:

I have a diverse history of serving on many non-profit, advisory, and government boards. I currently serve on two national boards of the American Heart Association, and served on the board of directors of Truth Initiative (formerly the American Legacy Foundation), the nation's largest national public health organization focused on tobacco prevention and cessation. The Truth Initiative board included diverse political perspectives, and was mandated by the Master Settlement Agreement to include two governors, two attorney generals, and two state legislators, one from each political party. I built strong relationships with board members from

both parties to advance our shared mission, and that experience would be beneficial serving on a board that includes appointees from a Republican governor's administration and local leaders appointed from more liberal boards. In my work with the NC AIDS Action Network, I've worked closely with members of both political parties in the General Assembly, and have been successful in maintaining funding and expanding the mission of the state's AIDS Drug Assistance Program with strong support from the current political leadership in Raleigh. A major focus for the Board of Trustees in recent months has been increased fundraising efforts for Durham Tech. I believe my political and non-profit fundraising background could be an asset for the college, particularly as state revenue dedicated to higher education has declined in recent years. I've built my non-profit's corporate giving program, and have a strong background in individual giving. Serving on the board of Strowd Roses Foundation has provided me an opportunity to deepen my understanding and knowledge of the philanthropic sector. Although I know this seat is intended to represent the needs of Orange County, I have strong relationships with local elected officials in Durham, and have worked with leaders in the public health community in Durham to advance tobacco and HIV prevention efforts over the years. I think I can bring a collaborative energy that highlights the mutually beneficial relationship of a strong Orange County Campus for the Durham Tech system. As we look to leadership of important institutions in our community, I think it's important that they reflect the diversity of the communities they serve, and know that is a priority of the Board of County Commissioners as well. Over 70% of students enrolled in Durham Tech in the fall of 2015 were under the age of 35, yet there are very few young members currently serving on the board of trustees.

**Reasons for wanting to serve on this board:**

I'm interested in serving on the Durham Tech Community College board because I know education is a vital component for a positive quality of life in our county and region. Durham Tech (including the Orange County facilities in Hillsborough and Chapel Hill) serves a vital role by training our workforce, improving educational outcomes for residents, and catalyzing economic development. As a high school student, I benefited from enrolling in a political science course at my local community college the spring semester of my senior year. I had the opportunity to experience a more "grown-up" environment on both the campus and in the classroom that served as a bridge to prepare me for the environment at UNC-Chapel Hill the next fall. Durham Tech has a diverse constituency and needs to serve the needs of numerous students. High schoolers enrolled in Middle College, young professionals who aren't yet ready for a four year college, foreign exchange students at UNC who need to improve their English, and mid-career professional who need continuing education or to expand their horizons are all served by Durham Tech. As a young professional, I'd like to serve on the board to help represent the needs and interests of other young people in our community and help connect students at Durham Tech to jobs in Orange County and our region.

**Conflict of Interest:**

**Supplemental Questions:**

**Durham Technical Community College Board of Trustees**

**What improvements do you believe can be made so that DTCC better serves the residents of Orange County?**

The Orange County Campus of Durham Tech and the Orange County Skills and Development/JobLink Center play a critical role in educating the citizens of our community.

As a member of the Board of Trustees, I'd hope to support collaborative partnerships between DTCC and employers in Orange County. The partnership between Morinaga & Co. and Durham Tech is a great example of the kind of efforts we should be pursuing for our community, but it's just a drop in the bucket compared to our economic development needs. As the county continues to think strategically about economic development efforts, including use of funds generated from the sales tax passed several years ago, Durham Tech and the courses they offer are a critical component to expanding our tax base. My work and leadership on the Visitor's Bureau Board has given me a strong understanding and foundation of county-wide

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efforts to grow tourism to serve our economic interests. Iâ€™d plan to bring that same energy and dedication to serving on the Durham Tech Board of Trustees.

As the college looks to increasing fundraising efforts, I think itâ€™s important that they also work to increase visibility of their current success. I have a solid understanding of strategies to communicate messages to the public through both traditional and social media platforms, and would like to utilize this knowledge to share success stories of Durham Tech with residents and key stakeholders in Orange and Durham counties. This kind of outreach benefits fundraising efforts, but also ensures that potential students know that Durham Tech is a resource for their educational and job-training needs. Young people and millennials almost exclusively depend on online platforms for information. Since the vast majority of students being served by Durham Tech are under the age of 35, itâ€™s vital that the college stays on the cutting edge of social media platforms.

**Other Comments:**

This application was current on: 5/14/2016

Date Printed: 5/16/2016

# Applicant Interest Listing

by Board Name and by Applicant Name

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## ***Durham Technical Community College Board of Tru***

Contact Person: Gloria J. Gay  
Contact Phone: 919-686-3374

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### Terri Buckner

Gender Identity: Female

Date Applied: 09/05/2019

Ethnic Background: white

Township: Chapel Hill

Age Range

Res. Eligibility: Carrboro ETJ

Also Serves On:

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### Tiketha Collins

Gender Identity: Female

Date Applied: 04/17/2019

Ethnic Background: African American

Township: Hillsborough

Age Range

Res. Eligibility: Hillsborough ETJ

Also Serves On: Adult Care Home Community Advisory Committee

Also Serves On: Advisory Board on Aging

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### Dr James Fickle

Gender Identity: Male

Date Applied: 05/10/2018

Ethnic Background: white

Township: Chapel Hill

Age Range

Res. Eligibility: C.H. City Limits

Also Serves On:

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### Katie Loovis

Gender Identity: Female

Date Applied: 05/15/2020

Ethnic Background: white

Township: Chapel Hill

Age Range 35-59

Res. Eligibility: County

Also Serves On: Workforce Development Board - Regional Partnership

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### Robert Morgan

Gender Identity: Male

Date Applied: 01/07/2020

Ethnic Background: white

Township: Cheeks

Age Range 60+

Res. Eligibility: County

Also Serves On:

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# Applicant Interest Listing

by Board Name and by Applicant Name

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## *Durham Technical Community College Board of Tru*

Contact Person: Gloria J. Gay  
 Contact Phone: 919-686-3374

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### Noah Oswald

Gender Identity: Male

Date Applied: 05/01/2020

Ethnic Background: white

Township: Cheeks

Age Range

Res. Eligibility: Town of Mebane City Limits

Also Serves On: Affordable Housing Advisory Board

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### Mrs Nancy Petry

Gender Identity: Female

Date Applied: 07/07/2019

Ethnic Background: white

Township: Cedar Grove

Age Range

Res. Eligibility: County

Also Serves On:

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### Allan Polak

Gender Identity: Male

Date Applied: 12/10/2019

Ethnic Background: white

Township: Chapel Hill

Age Range 35-59

Res. Eligibility: C.H. City Limits

Also Serves On: Animal Services Hearing Panel Pool

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Terri Buckner  
**Name Called:**  
**Home Address:** 306 Yorktown Drive  
 Chapel Hill NC 27516  
**Phone (Day):** 9196728271  
**Phone (Evening):** 9196728271  
**Phone (Cell):** 9196728271  
**Email:** tbuckner@ibiblio.org  
**Place of Employment:** UNC  
**Job Title:** Project Manager  
**Year of OC Residence:** 1976  
**Township of Residence:** Chapel Hill  
**Zone of Residence:** Carrboro ETJ  
**Sex:** Female  
**Ethnic Background:** white

### Community Activities/Organizational Memberships:

Carrboro Affordable Housing Committee  
 Friends of the Mountains to the Seas

### Past Service on Orange County Advisory Boards:

OWASA Board of Directors  
 Commission for the Environment

### Boards/Commissions applied for:

#### Durham Technical Community College Board of Trustees

##### Background, education and experience relevant to this board:

I have a masters degree in instructional design and am ABD in Educational Research with an emphasis in adult education and educational economics. I have taught at two universities and one community college. Most recently, I served on a volunteer committee for the Chapel Hill Carrboro City Schools to review their vocational curriculum.

##### Reasons for wanting to serve on this board:

I am deeply committed to the success of our community college system. As a project coordinator for a STEM project at Florida A&M, I counseled students who would not have been able to afford college if they had not been able to complete their general education credits at the community college. For many students, especially those in rural and under-funded urban high schools, the community college helps build the study skills and academic independence needed to be successful in a 4-year school. The community college also serves the needs of adult learners who need basic academic and technical skills. This is a population that I believe is not always well represented by academic administrators.

##### Conflict of Interest:

**Chapel Hill/Orange County Visitors Bureau****Background, education and experience relevant to this board:**

I have a background in advertising; I travel extensively throughout Orange County; I am interested in environmental and historical tourism. As a long term resident of the county, I know the parks, the farms, and the cities. I've hiked all the trails, read the history and explored the lesser known areas of the county.

**Reasons for wanting to serve on this board:**

I am very interested in helping to establish/promote eco-tourism and historical tourism. We have treasures to share!

**Conflict of Interest:****Supplemental Questions:****Durham Technical Community College Board of Trustees****What improvements do you believe can be made so that DTCC better serves the residents of Orange County?**

I don't know enough as an outsider to recommend improvements. However, I can say that through my work with the vocational training program at Chapel Hill Carrboro City Schools, I do think there could be a closer working relationship between Orange County's public schools and Durham Tech. I'd also like to see a close working relationship with the Economic Development Office if it doesn't already exist. Finally, I would like to see greater emphasis placed on adult basic literacy. As a county, I would like to adopt the goal of ensuring 100% of our adults can read and compute basic math at the 8th grade level.

**Boards/Commissions appointments:****Historic Preservation Commission (APPLICANTS SHALL RESIDE WITHIN THE TERRITORIAL**

**Application Date:** 1/9/2018

**Background, education and experience relevant to this board:**

I have been photographing historical structures throughout Orange County for many years. Attended 2015 Vernacular Architecture Forum annual conference to learn more about the formal methods of historical preservation. Several American Studies courses that

**Reasons for wanting to serve on this board:**

An extra-curricular passion. Wish to help preserve Orange County history in the midst of unprecedented growth. Help find the balance between growth/change and preservation

**Conflict of Interest:**

No

**Other Comments:**

This application was current on: 9/5/2019

Date Printed: 9/5/2019

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Tiketha Collins  
**Name Called:**  
**Home Address:** 600 S. Churton Street  
 Hillsborough NC 27278  
**Phone (Day):** 9193329917  
**Phone (Evening):** 9193329917  
**Phone (Cell):** 9193329917  
**Email:** tikethacollins@gmail.com  
**Place of Employment:** Durham Nursing and Rehab  
**Job Title:** Director of Social Services  
**Year of OC Residence:** 2015  
**Township of Residence:** Hillsborough  
**Zone of Residence:** Hillsborough ETJ  
**Sex:** Female  
**Ethnic Background:** African American

**Community Activities/Organizational Memberships:**

None at this time. I have a great interest in the aging

**Past Service on Orange County Advisory Boards:**

none

**Boards/Commissions applied for:**

**Advisory Board on Aging**

**Background, education and experience relevant to this board:**

I have worked with the aging for over 10 years. I have studied gerontology on graduate level.

**Reasons for wanting to serve on this board:**

I desire to assist in the programs that directly affect the aging in my community.

**Conflict of Interest:**

**Durham Technical Community College Board of Trustees**

**Background, education and experience relevant to this board:**

I have worked with children and adults in the education system. I previously worked as a GED instructor.

**Reasons for wanting to serve on this board:**

I desire to ensure the quality of education is available for all who desire and the process is easily to obtain the goal of additional education.

**Conflict of Interest:**

My son is currently attending Durham Tech.

**Supplemental Questions:**

**Durham Technical Community College Board of Trustees**

**What improvements do you believe can be made so that DTCC better serves the residents of Orange County?**

Increase the courses offered, enlarge the campus to accommodate additional students.

**Boards/Commissions appointments:****Adult Care Home Community Advisory Committee**

**Application Date:** 5/2/2018

**Background, education and experience relevant to this board:**

I have worked with the aging for over 10 years. I have studied gerontology on graduate level.

**Reasons for wanting to serve on this board:**

I desire to assist in the programs that directly affect the aging in my community and ensure the well being of those in placement. .

**Conflict of Interest:****Other Comments:**

**This application was current on:** 4/17/2019

**Date Printed:** 4/17/2019

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**Volunteer Application  
Orange County Advisory Boards and Commissions**

**Name:** Dr James Fickle  
**Name Called:**  
**Home Address:** 101 Steeplechase Road  
Chapel Hill 27514 NC 27514  
**Phone (Day):** 919 933 4719  
**Phone (Evening):** 919 933 4719  
**Phone (Cell):** 708 205 0255  
**Email:** jimsfickle@aol.com  
**Place of Employment:** Retired  
**Job Title:** CC&BW  
**Year of OC Residence:** 1997  
**Township of Residence:** Chapel Hill  
**Zone of Residence:** C.H. City Limits  
**Sex:** Male  
**Ethnic Background:** white

**Community Activities/Organizational Memberships:**

Volunteer with NC Botanic Garden in Chapel Hill

**Past Service on Orange County Advisory Boards:**

None

**Boards/Commissions applied for:**

**Orange Water & Sewer Authority Board of Directors**

**Background, education and experience relevant to this board:**

BS / MS / PhD degrees from Texas Tech University in Agronomy (soils & crops) followed by nearly 40 years of applied research and regulatory affairs in agriculture have made me aware of the critical need to properly manage water resources.

**Reasons for wanting to serve on this board:**

Water resources (availability, supply, conservation, reclamation) are a preeminent issue for all society even now and will become moreso in the future. I hope my technical background will be of use to OWASA.

**Conflict of Interest:**

**Agricultural Preservation Board****Background, education and experience relevant to this board:**

BS/MS/PhD degrees from Texas Tech University and University of Illinois followed by 40 years experience in applied research and regulatory affairs in agriculture. I am familiar with production systems ranging from large operations to local market-garden farms with diverse production integrating crop and animal enterprises.

**Reasons for wanting to serve on this board:**

I have been in Agriculture for my entire career and would like Agriculture to continue to be a viable way of life in what has become a heavily urbanized area (Research Triangle metropolitan area). I am sympathetic with the challenges of continuing agricultural lifestyles and need to adapt to changing needs brought on by urbanization. While large mechanized broadacre farms will continue to decrease in number in metropolitan areas, we have an opportunity to preserve agricultural areas which have production suited to the urban area and local markets.

**Conflict of Interest:****Durham Technical Community College Board of Trustees****Background, education and experience relevant to this board:**

Background, education and experience relevant to this board:  
BS/MS/PhD degrees from Texas Tech University and University of Illinois followed by 40 years experience in applied research and regulatory affairs in agriculture. While with industry, my employers (and I as their representative) had occasion to use the services of the Community Colleges in the areas where I worked. More specifically, we used summer interns as technical assistants in field and laboratory work. While Durham Technical is not agriculturally oriented, I suggest my experience would be useful, giving me a broad perspective applicable to the many disciplines taught at Durham Technical.

**Reasons for wanting to serve on this board:**

I feel the community college system is a critical part of our overall educational system and while it makes many contributions to American Industry, more can be done. Allegiances of Durham Technical with local industry no doubt exist, but is a particular area that can be strengthened to increase American competitiveness, particularly in the biotechnical, mechanical, electrical and electronic trades.

**Conflict of Interest:****Supplemental Questions:****Durham Technical Community College Board of Trustees****What improvements do you believe can be made so that DTCC better serves the residents of Orange County?**

As suggested above, strengthen ties with local industry to enable curriculum paths leading to careers in industry.

**Orange Water & Sewer Authority Board of Directors****Please list/explain your experience, either professionally and/or from other boards/commissions that you have in the areas of budget, personnel, and management.**

Professionally, my positions involved budgetary responsibility (up to \$2 M annually) and management of direct reporting personnel (up to 14). I am aware of the needs for planning, implementation, and oversight of these resources while maintaining focus on the tasks assigned.

**In addition to the experience listed in the question above, please list the work/volunteer experience/qualifications that would add to your expertise for this board.**

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University and industry work in soils, crops, regulatory affairs (company representative with EPA,OPP). Over the years, I have worked with irrigation so am conversant with water use in agriculture.

**What do you see as the responsibilities of this board, and what do you hope to accomplish if appointed?**

Provision for supply, delivery and stewardship of water resources for Orange County. I have no specific items to accomplish, but do have an interest in water reuse as a means of minimizing impact on available resources.

**What is OWASA's role in growth/development issues?**

I think OWASA works within the larger needs of county and its municipalities. Therein the provision, delivery and stewardship of water resources is the specific perview of OWASA. Where growth and development is under consideration of the various branches of county and municipal government, OWASA would be active in helping to implement those items having to do with water.

**Boards/Commissions appointments:**

**Other Comments:**

I would like to serve on the OWASA board as water availability, use and quality are paramount to the county's future. I suggest my technical background in agriculture will allow me to quickly become knowledgeable on local issues and challenges. STAFF COMMENTS: Originally applied 9/24/2010 for OWASA Board of Directors, Agricultural Preservation Board and Durham Technical Community College Board of Directors. UPDATED APPLICATION FOR OWASA 04/16/2011. UPDATED APPLICATION FOR OWASA 04/22/2012. ADDRESS VERIFICATION: Steeplechase Road is in Chapel Hill Township and Chapel Hill Jurisdiction. Updated application with additional questions answered for OWASA 12/27/2013.

This application was current on: 4/1/2017

Date Printed: 12/28/2017

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Katie Loovis  
**Name Called:**  
**Home Address:** 204 Lake Court  
 Chapel Hill NC 27516  
**Phone:** 919-696-0781  
**Email:** KatieLoovis@gmail.com  
**Year of OC Residence:** 2017  
**Township of Residence:** Chapel Hill  
**Zone of Residence:** County  
**Gender Identity:** Female  
**Ethnic Background:** white  
**Age Range:** 35-59

### Community Activities/Organizational Memberships:

- i. Board Member and Chair of the Fundraising and Marketing Committee, Durham Tech Foundation
- ii. Board Member and Recording Secretary, American Association of University Women Orange, Durham, and Chatham Branch
- iii. Member, Junior League of Durham and Orange Counties
- iv. Appointee, Orange County Local Reentry Council
- v. Ex-officio Non-voting Board Member, Chapel Hill Downtown Partnership
- vi. Volunteer, NC Study Center
- vii. Graduate, Leadership Chapel Hill-Carrboro (2017), Leadership North Carolina (2018), and the Town of Chapel Hill's Inaugural Peoples Academy (2018)
- viii. Advisory Board Member, US Chamber of Commerce Foundation Corporate Citizenship
- ix. Board Member, 9/11 Day of Service and Remembrance
- x. Advisory Board Member, UNC Educational Foundation (The Rams Club)

### Past Service on Orange County Advisory Boards:

Orange County Partnership to End Homelessness Leadership Council; Orange County Parks and Recreation Council

### Boards/Commissions applied for:

#### Durham Technical Community College Board of Trustees

##### Background, education and experience relevant to this board:

- 1) Director, corporate responsibility, for global healthcare company, GSK, which has a presence in the region and a strong focus on developing our future workforce.
- 2) Previous Chief Operating Officer for Achieving the Dream - the nation's most comprehensive, non-governmental reform network for community college student success.
- 3) Master of Public Administration (UNC, 2002)

##### Reasons for wanting to serve on this board:

I have admired DTCC for many years, especially their commitment to help students of color and low-income students succeed. Now a resident of the community, I would like to use my time and talent to help DTCC thrive in these changing times.

**Contribution to the diversity of viewpoints on this board:**

**Conflict of Interest:**

I believe my company (GSK) and/or our foundation (GSK Foundation for NC) has funded DTCC in the past, but I am not aware of a current financial relationship.

**Workforce Development Board - Regional Partnership (CURRENTLY NOT ACCEPTING APP  
Background, education and experience relevant to this board:**

I am currently earning my doctorate in community college leadership from NC State with a focus on workforce development and labor market outcomes; I'm leading the contract from Orange County Government to study the skilled construction trades talent pipeline and the feasibility of a trades center in Orange County; and I'm leading the contract from the Carrboro Tourism Development Authority to build new assets to promote more tourism and economic development for the town. Further, my role as VP of The Chamber allows me to support and advocate for stronger workforce development connections and initiatives.

**Reasons for wanting to serve on this board:**

I believe I could both learn and add value through service on this board. I hope to better connect our business community throughout Orange County in the current and future regional workforce development programs and planning.

**Contribution to the diversity of viewpoints on this board:**

This ~23-member board serves five counties but has only 1 board member representing Orange County. I hope to collaborate with the other Orange County Board member to represent our county and also amplify the voice of our business community. (source: <https://regionalpartnershipwdb.org/about-us/our-board/>).

**Conflict of Interest:**

**Boards/Commissions appointments:**

**Orange County Parks and Recreation Council**

**Application Date:** 4/3/2017

**Background, education and experience relevant to this board:**

- 1) Former Master Gardener in Washington, DC (2015-2016) through the University of the District of Columbia - I am passionate about the production of and access to fresh local produce.
- 2) Master of Public Administration (UNC, 2002) - I would bring a bal

**Reasons for wanting to serve on this board:**

I recently moved back to Chapel Hill after 15 years in Washington, DC advancing global and national policies. I am eager to get involved locally. As a new Orange County resident who is passionate about public lands and outdoor health and wellness, and giv

**Conflict of Interest:**

**Other Comments:**

**This application was current on:** 5/15/2020

**Date Printed:** 5/15/2020

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Mr. Robert Morgan  
**Name Called:**  
**Home Address:** 1820 Dimmocks Mill Road  
 Hillsborough NC 27278  
**Phone (Day):** 8288593188  
**Phone (Evening):** 919-200-3287  
**Phone (Cell):** 704-309-1502  
**Email:** rwmtryon@gmail.com  
**Place of Employment:** Retired  
**Job Title:** Retired  
**Year of OC Residence:** 2017  
**Township of Residence:** Bingham  
**Zone of Residence:**  
**Sex:** Male  
**Ethnic Background:** white

### Community Activities/Organizational Memberships:

History & Archive Committee - St. Matthews Episcopal Church

### Past Service on Orange County Advisory Boards:

While living in Polk County, NC I was a member and chair of the Economic and Tourism Development Commission. Also, I served as a member, Treasurer and Vice Chair of the Thermal Belt Outreach Ministry. While living in suburban Chicago I was a member & Chair of the Joseph Sears School (Public Elementary school)

### Boards/Commissions applied for:

#### Economic Development Advisory Board (REQUIRES DISCLOSURE STATEMENT)

##### Background, education and experience relevant to this board:

I served as a member & Chair of the Polk County (NC) Economic & Tourism Commission. During my membership a group of private investors selected Polk County as the location for a \$100+million equestrian facility.

##### Reasons for wanting to serve on this board:

I believe my past experience in Polk County would make me an effective member of this board.

##### Conflict of Interest:

**Affordable Housing Advisory Board****Background, education and experience relevant to this board:**

As a member of the Thermal Belt Outreach Ministry Board & volunteer we were constantly concerned about affordable housing in Polk County. TBOM had been directly involved in the construction of a low cost housing facility in Polk County, prior to my membership but our Board maintained a direct contact in the management of the facility.

**Reasons for wanting to serve on this board:**

Availability of decent, affordable, housing is fundamental to the functioning of a community. I am particularly concerned that public service employees (police, firemen, etc) be able to afford to live in the community.

**Conflict of Interest:****Durham Technical Community College Board of Trustees****Background, education and experience relevant to this board:**

Blessed by an outstanding technical education (M.I.T.) & graduate education (MBA - Wharton) I have always believed in the need for continuing education on the part of those interested in having a fulfilling life both for their vocation as well as general knowledge. On a different level I served as a school board member and president of an outstanding elementary school in suburban Chicago.

**Reasons for wanting to serve on this board:**

To participate in assuring continuing education to those who seek it.

**Conflict of Interest:****Supplemental Questions:****Durham Technical Community College Board of Trustees****What improvements do you believe can be made so that DTCC better serves the residents of Orange County?**

My residency in Orange County is too new to recommend specific changes. My interest would be to insure that DTCC offers courses to equip Orange County residents for local employment as well as courses of general interest to senior members of the community.

**Boards/Commissions appointments:****Other Comments:**

This application was current on: 8/23/2018 3:36:28 PM

Date Printed: 9/4/2018

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Noah Oswald  
**Name Called:**  
**Home Address:** 807 Collington Dr  
 Mebane NC 27302  
**Phone (Day):** 919-904-4624  
**Phone (Evening):** 919-619-0121  
**Phone (Cell):** 919-619-0121  
**Email:** Noah.oswald@gmail.com  
**Place of Employment:** Leigh Peek, Attorney at Law, PC  
**Job Title:** Attorney  
**Year of OC Residence:** 2009  
**Township of Residence:** Cheeks  
**Zone of Residence:** Town of Mebane City Limits  
**Sex:** Male  
**Ethnic Background:** Caucasian

### Community Activities/Organizational Memberships:

Orange County NC Bar Association-President;  
 Orange County Affordable Housing Advisory Board-Member; Judicial District 15B Bar  
 Association-Member;  
 North Carolina Bar Association-Member;  
 BYU Political Affairs Society (PAS)-Member;  
 North Carolina Central University School of Law-Alumnus

### Past Service on Orange County Advisory Boards:

Affordable Housing Advisory Board

### Boards/Commissions applied for:

#### Durham Technical Community College Board of Trustees

##### Background, education and experience relevant to this board:

I have worked in intern/staff positions in the United States Senate and Utah State House addressing issues of public education and the benefits of access to institutions of higher learning. My work at both of those levels of government gave me hands on experience with government budget processes and funding requirements; as well as hands on experience with funding applications and appeals.

My current work places me in close contact with numerous aspects of the State Court system which highlight the need for improved quality and access to various forms of continuing and high education such as those provided by DTCC. My undergraduate degree from BYU in political science provides a broad range of knowledge and background information regarding systems and organizational structures that are employed for the efficient operation of an institution such as DTCC and provides a different perspective through which to evaluate potential board decisions and action.

##### Reasons for wanting to serve on this board:

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As noted above, my work in the Court system continues to highlight a broad need for stronger secondary education to which the community has more access. DTCC is an essential resource to our local community for provided an educational foundation upon which individuals and families can build a foundation for the type of economic success needed to support our local communities. I believe that my legal and personal perspectives would be valuable to the Board of Trustees in promoting the goals and programs of the institution.

**Conflict of Interest:**

### **Supplemental Questions:**

#### **Durham Technical Community College Board of Trustees**

**What improvements do you believe can be made so that DTCC better serves the residents of Orange County?**

An important connection between local agencies and courts with DTCC should be made to create new avenues for youth and other offenders to break a cycle of incarceration and release. Local resources should be cultivated to expand awareness of existing educational programs that families who have been impacted by incarceration, domestic violence and divorce can use to establish economic self-sufficiency.

The quality of information given to high school students in Orange County regarding the programs and resources available through DTCC should be improved to help students evaluate the options and career paths available to them during and after high school.

### **Other Comments:**

**This application was current on:** 3/22/2016

**Date Printed:** 3/22/2016

## Volunteer Application Orange County Advisory Boards and Commissions

**Name:** Mrs Nancy Petry  
**Name Called:**  
**Home Address:** 6212 Lynch Store Road  
 Mebane NC 27302  
**Phone (Day):** 9198138041  
**Phone (Evening):** 9198138041  
**Phone (Cell):** 9198138041  
**Email:** nancy.petry@gmail.co  
**Place of Employment:** Retired  
**Job Title:** Retired  
**Year of OC Residence:** 2007  
**Township of Residence:** Cedar Grove  
**Zone of Residence:** County  
**Sex:** Female  
**Ethnic Background:** white

### Community Activities/Organizational Memberships:

Orange County Guardian ad Litem

### Past Service on Orange County Advisory Boards:

None

### Boards/Commissions applied for:

#### Durham Technical Community College Board of Trustees

##### Background, education and experience relevant to this board:

As a business leader from the triangle I think that youths need an option for their futures.

##### Reasons for wanting to serve on this board:

I am very interested in education and helping youths find the best possible pathway to success.

##### Conflict of Interest:

### Supplemental Questions:

#### Durham Technical Community College Board of Trustees

##### What improvements do you believe can be made so that DTCC better serves the residents of Orange County?

I think it is important to provide the youth of N.C. with options, not just going to a university, but having a future without overwhelming debt of student loans.

### Boards/Commissions appointments:

### Other Comments:

**This application was current on:** 7/7/2019 6:44:17 PM

**Date Printed:** 7/9/2019

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**Volunteer Application  
Orange County Advisory Boards and Commissions**

**Name:** Allan Polak  
**Name Called:**  
**Home Address:** 8201 s hound ct  
Chapel hill Nc 27516  
**Phone:** 9195932202  
**Email:** allan.polak@noahit.com  
**Year of OC Residence:** 2016  
**Township of Residence:** Chapel Hill  
**Zone of Residence:** C.H. City Limits  
**Gender Identity:** Male  
**Ethnic Background:** white  
**Age Range:** 35-59

**Community Activities/Organizational Memberships:**

I currently donate IT services and hardware to non profits in Orange County.

**Past Service on Orange County Advisory Boards:**

Technology Committe

**Boards/Commissions applied for:**

**Animal Services Advisory Board**

**Background, education and experience relevant to this board:**

I am a trained and certified search and rescue dog handler with extensive experience with dogs, and a genuine caring for all animals.

**Reasons for wanting to serve on this board:**

I wish to serve my community and this is a subject of particular interest to me.

**Contribution to the diversity of viewpoints on this board:**

As a small business owner, community member and homeowner, father of 3, dog owner, and search and rescue volunteer and K9 handler, I believe that I can bring a number of varied viewpoints to the Board.

**Conflict of Interest:**

**Durham Technical Community College Board of Trustees****Background, education and experience relevant to this board:**

As a business owner in the IT field, I have first hand knowledge of the skills needed in today's IT workforce. I have personally benefited from classes taken at Durham Tech and have a diverse educational background, having completed both a traditional 4 year BA program and technical trade training.

**Reasons for wanting to serve on this board:**

I wish to serve my community and have a particular interest in the success of Durham Tech.

**Contribution to the diversity of viewpoints on this board:****Conflict of Interest:**

I do hire students who have attended the school.

**Boards/Commissions appointments:****Animal Services Hearing Panel Pool**

**Application Date:** 2/13/2019

**Background, education and experience relevant to this board:**

I have extensive experience with dogs being a certified search and rescue dog handler. I have also completed NC State's comprehensive k9 emergency medicine program K9 Down.

**Reasons for wanting to serve on this board:**

I wish to serve my community and have a particular interest in this board's subject matter.

**Conflict of Interest:****Other Comments:**

**This application was current on:** 12/10/2019

**Date Printed:** 12/10/2019

**BOCC Meeting Follow-up Actions**

(Individuals with a \* by their name are the lead facilitators for the group of individuals responsible for an item)

<b>Meeting Date</b>	<b>Task</b>	<b>Target Date</b>	<b>Person(s) Responsible</b>	<b>Status</b>
6/2/20	Review and consider request by Commissioner Price that the County require all transit riders to wear masks since over 60% of transit drivers are African Americans, a vulnerable population	6/16/2020	Chair/Vice Chair/Manager Theo Letman	<b>DONE</b>
6/2/20	Review and consider request by Commissioner Dorosin that staff investigate and provide information to the Board on the validity of the University possibly no longer capturing methane gas at the Orange County landfill and possible financial and other ramifications	7/1/2020	Robert Williams	Staff to investigate and provide information to the Board
6/2/20	Conform Advisory Board Policy based on updates approved by the Board regarding remote meetings	7/1/2020	John Roberts	<b>DONE</b>
6/2/20	Move forward with second round of Small Business Loan Fund based on BOCC discussion and approval, including unallocated money from Round 1	9/1/2020	Gary Donaldson	Process to move forward
6/2/20	Send out a press release, create flyers and small hand-outs, and send out emails announcing Round 2 of the Small Business Loan Fund, and emphasize opportunities for minority and women-owned businesses	9/1/2020	Gary Donaldson Todd McGee	Press release and other materials planned for Round 2

**PLANNING & INSPECTIONS DEPARTMENT**

**Craig N. Benedict, AICP, Director**

**Administration**  
**(919) 245-2575**  
**(919) 644-3002 (FAX)**  
**www.orangecountync.gov**



**131 W. Margaret Lane**  
**Suite 201**  
**P. O. Box 8181**  
**Hillsborough, NC 27278**

**MEMORANDUM**

**TO:** Board of County Commissioners  
**FROM:** Craig Benedict, Orange County Planning Director  
 Tom Altieri, Comprehensive Planning Supervisor

**DATE:** June 16, 2020  
**SUBJECT:** Information Item - Expansion of Hillsborough Area Economic Development District (EDD)

In September 2017, the BOCC authorized staff to proceed in processing amendments to expand the Hillsborough area EDD, to the southeast and southwest, through a Joint Land Use Plan amendment and a companion County Comprehensive Plan amendment. These amendments were triggered by the County’s request to expand the Hillsborough Primary Service Area, as provided by the Water and Sewer Management, Planning, and Boundary Agreement (WASMPBA). However, the amendments to expand the EDD were postponed due to the Town’s delay in taking action on the WASMPBA amendment in order for it to gain a better understanding of the desired future land uses for the area and to learn more about the Settlers Point development application.

Since 2017, the Town of Hillsborough approved the WASMPBA amendment, as well as the amendment to the Joint Land Use Plan, and Settlers Point was discontinued by the developer. Because of language included in the approval resolutions, the WASMPBA amendment is to become effective when the joint land use plan is amended by both parties, now pending only Orange County action, to reflect the expanded Urban Service Area and assign a future land use classification.

Due to the continued interest of developers in the Hillsborough EDD geography and the County’s investment in sewer infrastructure, the Orange County Planning Director is recommending that the County conclude the process it initiated in 2017 and expand the Hillsborough EDD consistent with Town of Hillsborough actions and land uses it adopted in 2018. More specifically, on March 26, 2018, the Town of Hillsborough approved an amendment to the Town of Hillsborough/Orange County Central Orange Coordinated Area (COCA) Land Use Plan (a.k.a. Joint Land Use Plan) extending its Urban Service area and applying the “Suburban Office Complex” future land use classification. Subsequently, Orange County’s actions to amend the Joint Land Use Plan (84-acres) and its Comprehensive Plan (89-acres), which effectively expand the EDD, are planned as follows:

- |                    |                                             |
|--------------------|---------------------------------------------|
| July 21-29, 2020   | Public Information Meeting                  |
| August 5, 2020     | Orange County Planning Board Recommendation |
| September 15, 2020 | BOCC Public Hearing/Possible Action         |

(Note: all meetings to be held consistent with any COVID-19 State and local protocols)

*Maps identifying the location of the amendment area and recommended future land uses are attached.* Currently, the area is zoned Rural Residential (R-1). While the County is not initiating rezoning at this time, developer initiated rezoning(s) are anticipated. Following are the definitions of the applicable future land use classifications:

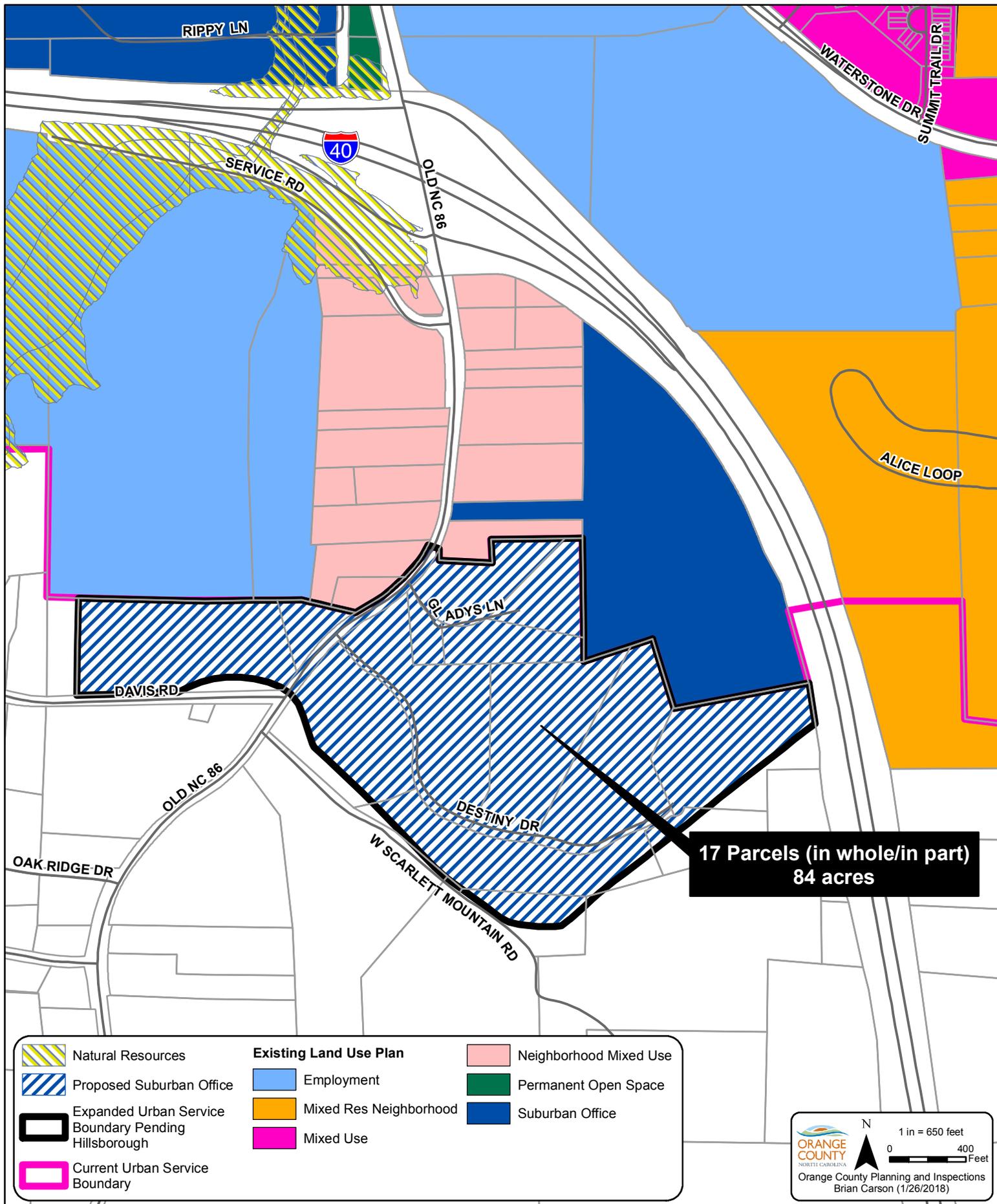
Joint Land Use Plan Future Land Use Classification

“Suburban Office Complex” – These areas provide opportunities to for office and employment enterprises which do not rely on walk-in customers or have a manufacturing component. Businesses may be large or small but will generally arrange themselves in a campus setting with limited walkability and supporting services. Developments of this type should be kept small in nature to limit the peak transportation impact and limited vitality.

Orange County Comprehensive Plan Future Land Use Classification

“Economic Development Transition Activity Node” - Land in areas of the County which has been specifically targeted for economic development activity consisting of light industrial, distribution, office, service/retail uses, and flex space (typically one-story buildings designed, constructed, and marketed as suitable for use as offices but able to accommodate other uses such as a warehouse, showroom, manufacturing assembly, or similar operations.) Such areas are located adjacent to interstate and major arterial highways, and subject to special design criteria and performance standards.

# Proposed Town of Hillsborough/Orange County Central Orange Coordinated Area Land Use Plan



 Natural Resources	<b>Existing Land Use Plan</b>	 Neighborhood Mixed Use
 Proposed Suburban Office	 Employment	 Permanent Open Space
 Expanded Urban Service Boundary Pending Hillsborough	 Mixed Res Neighborhood	 Suburban Office
 Current Urban Service Boundary	 Mixed Use	

N

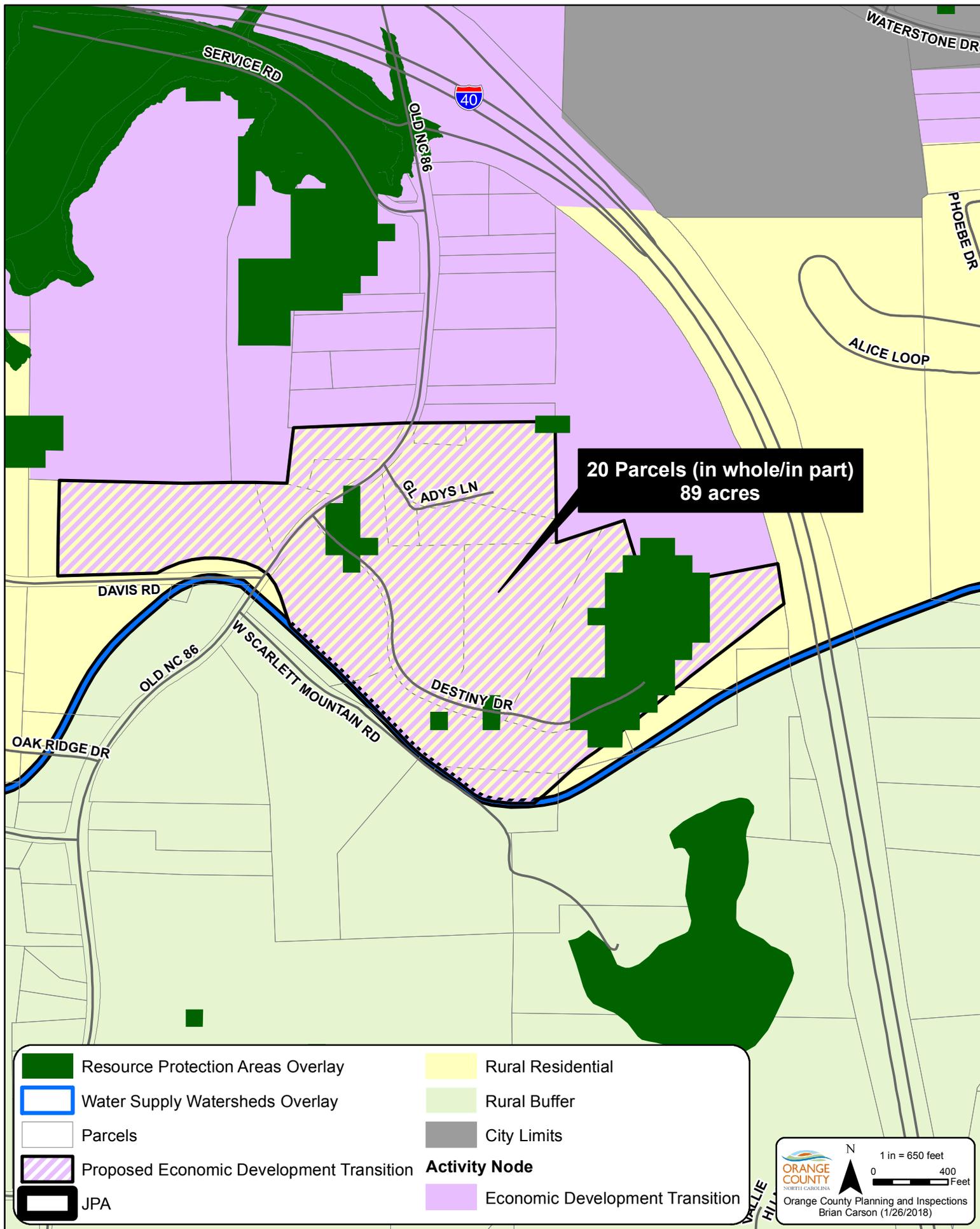
1 in = 650 feet

0 400 Feet

ORANGE COUNTY  
NORTH CAROLINA

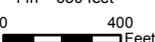
Orange County Planning and Inspections  
Brian Carson (1/26/2018)

# Orange County Comprehensive Plan Future Land Use Map



20 Parcels (in whole/in part)  
89 acres

 Resource Protection Areas Overlay	 Rural Residential
 Water Supply Watersheds Overlay	 Rural Buffer
 Parcels	 City Limits
 Proposed Economic Development Transition	<b>Activity Node</b>
 JPA	 Economic Development Transition

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 1 in = 650 feet  
 0 400 Feet  
 ORANGE COUNTY NORTH CAROLINA  
 Orange County Planning and Inspections  
 Brian Carson (1/26/2018)

## INFORMATION ITEM

# Memorandum

To: Orange County Board of Commissioners  
From: Sheriff Blackwood  
Date: June 9, 2020  
Re: Purchase of Mobile Command Center

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The Orange County Sheriff's Office is pleased to inform the Orange County Board of Commissioners of the imminent purchase of a Mobile Command Center (MCC). The Sheriff will use the MCC in a myriad of ways to enhance services provided to the residents of Orange County. Emergency Services, other county departments, and law enforcement agencies in neighboring jurisdictions will also be eligible to use the vehicle.

The MCC will be utilized in times of natural disaster, during states of emergency, at major crime scenes, as central command at demonstrations and protests, staging for large gatherings, to support days-long searches for missing persons, and for other crises and events. Adding this vehicle to the fleet will allow the Sheriff's Office to readily and reliably respond to these situations, better serve our communities, and ensure continuity of operations. Motorola Solutions will supply the vehicle with wifi capability, portable and mobile radios, necessary infrastructure, and other equipment to provide mission-critical communications and technology.

Fiscal Year 2019-20 Budget Amendment #11, approved as part of the Consent Agenda by the Commissioners at its meeting on June 16, 2020, includes a revenue amendment, which authorized the receipt of monies to the Drug Forfeiture Fund (DFF). The total cost of the Mobile Command Center, including the communications equipment, will be paid from the DFF.