



**Orange County
Board of Commissioners**

Agenda

Business Meeting

June 21, 2022

7:00 p.m.

Richard Whitted Meeting Facility

300 West Tryon Street

Hillsborough, NC 27278

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

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

1. Additions or Changes to the Agenda

PUBLIC CHARGE

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

2. Public Comments (Limited to One Hour)

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

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

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

- b. Matters on the Printed Agenda

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

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

4. Proclamations/ Resolutions/ Special Presentations

5. Public Hearings



6. Regular Agenda

- a. Approval of Fiscal Year 2022-23 Budget Ordinances and County Fee Schedule
- b. Accept the Ten-Year Capital Investment Plan (CIP) and Approve the Orange County Overall CIP Projects of \$40,610,532 for FY 2022-23
- c. Amendments to the Network Development Agreement for Broadband Deployment with North State Communications Advanced Services

7. Reports

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. Amendment to Advisory Board Policy
 - e. Fiscal Year 2021-22 Budget Amendment #13
 - f. Capacity Building Competitive Grant Award Acceptance
 - g. Excellence, Inc. Ambulance Purchase Service Agreement
 - h. Updates to the Assistance Policy for the 2020 North Carolina Housing Finance Agency (NCHFA) Essential Single Family Rehabilitation Loan Pool (ESFR20)
 - i. JCPC Certification and County Plan for FY 2022-2023
 - j. Resolution of Approval – Amendment to the Iski (Panthers Branch) Conservation Easement
 - k. Contract Approval for the Whitted Complex Roof Replacement
 - l. Orange County Southern Campus Expansion Stormwater Operations and Maintenance Plan Agreement with Town of Chapel Hill (2501 Homestead Road, Chapel Hill)
 - m. Memorandum of Agreement with Administrative Office of the Courts
 - n. Contract with the WB Brawley Company for Renovation of the West Campus Office Building Third Floor
 - o. Approval of Senior Lunch Caterer Contract
 - p. Revised Memorandum of Understanding (MOU) for the Orange County Partnership to End Homelessness (OCPEH)
 - q. Funding Agreement Between Orange County and Alliance Health
 - r. Authorization for the Chair to Sign a Letter of Intent to Realign with the Capital Area Workforce Development Board
 - s. Regulation of Gatherings on and near School Property and Public Playgrounds
 - t. Proposed Sale of the County Property (PIN #9779088613) Located in Chapel Hill
 - u. Orange County Board of Adjustment Member Removal

9. County Manager's Report

Projected June 23, 2022 Board Retreat Agenda Items

Article 46 Sales Tax Proceeds Uses and Allocations
Board of Commissioners' Goals and Priorities
Board Operations

10. County Attorney's Report



11. *Appointments

12. Information Items

- June 7, 2022 BOCC Meeting Follow-up Actions List
- Memorandum – Orange County Installs Twelve New Electric Vehicle Chargers as Part of Clean Fuels Advanced Technology Grant Program
- Memorandum – Orange County Participating in Solarize the Triangle Program
- Memorandum – Orange County Public Library Strategic Plan 2022-2027

13. Closed Session

14. Adjournment

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

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

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

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Approval of Fiscal Year 2022-23 Budget Ordinances and County Fee Schedule

DEPARTMENT: County Manager and Finance
and Administrative Services

ATTACHMENT(S):

- Attachment 1. Resolution of Intent to Adopt the FY 2022-23 Orange County Budget
- Attachment 2. FY 2022-23 Budget Ordinances
- Attachment 3. FY 2022-23 County Fee Schedule

INFORMATION CONTACT:

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

PURPOSE: To approve the Fiscal Year 2022-23 Budget Ordinances and County Fee Schedule.

BACKGROUND: At the June 9, 2022 budget work session, the Board of County Commissioners made decisions regarding the County's FY2022-23 budget. See the following attachments related to those decisions:

- Attachment 1 – the Resolution of Intent to Adopt the FY 2022-23 Orange County Budget outlines the actions approved by the Board of County Commissioners on June 9, 2022
- Attachment 2 – the FY 2022-23 Budget Ordinance is the legislation implementing the FY2022- 23 Annual Operating Budget for Orange County, including Grants Project Ordinances
- Attachment 3 – the FY 2022-23 County Fee Schedule

FINANCIAL IMPACT: The financial impacts are as noted in the attachments.

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

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

RECOMMENDATION(S): The Manager recommends the Board adopt the FY 2022-23 Budget Ordinances and the FY 2022-23 County Fee Schedule, consistent with the parameters outlined in the Board's "Resolution of Intent to Adopt the FY 2022-23 Orange County Budget.

Resolution of Intent to Adopt the FY2022-23 Orange County Budget

The items outlined below summarize decisions that the Board acted upon June 9, 2022 in approving the FY2022-23 Orange County Annual Operating Budget and the FY2022-23 (Year 1) Capital Investment Plan Budget.

WHEREAS, the Orange County Board of Commissioners has considered the Orange County FY2022-23 Manager's Recommended Budget and the FY2022-23 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 FY2022-23 County Manager's Recommended Budget on May 3, 2022; and to the FY2022-23 Manager's Recommended Capital Investment Plan Budget as presented on April 5, 2022;

NOW THEREFORE BE IT RESOLVED, that the Orange County Board of Commissioners expresses its intent to adopt the FY2022-23 Orange County Budget Ordinance on **Tuesday, June 21, 2022**, based on the following stipulations:

1) **Property Tax Rates**

- a) The ad valorem property tax rate shall be set at 83.12 cents per \$100 of assessed valuation.
- b) The Chapel Hill-Carrboro City Schools District Tax shall be set at 18.30 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	7.63
• Greater Chapel Hill Fire Service District	13.87
• Damascus	11.80
• Efland	8.28
• Eno	9.98
• Little River	6.39
• New Hope	11.56
• Orange Grove	7.27
• Orange Rural	9.49
• South Orange Fire Service District	9.09
• Southern Triangle Fire Service District	11.80
• White Cross	12.34

2) County Employee Pay and Benefits Plan

Provide a County employee pay and benefits plan that includes:

- a. 3% wage increase for permanent employees in active status on June 30, 2022. Continuation of Merit Pay Program on employees' base salaries, payable in January 2023, at tiers of \$500 for proficient performance; \$750 for superior performance or \$1,000 for exceptional performance.
- b. Deletion of Section 28-60 of the Orange County Code of Ordinances regarding in range salary increases tied to annual performance reviews as the county has replaced that program with the Merit Pay Program.
- c. Revision of Section 28-61 (a) (3) of the Orange County Code of Ordinances to change effective date of meritorious service awards to the first pay period of January.
- d. Continuation of classification and grade reviews and addressing salary compression as appropriate using compression adjustment formula.
- e. Adopt Step Salary Schedules for defined classifications at the Sheriff's Office (attachment 1) and Emergency Services (attachment 2) and continue to develop and implement similar step programs for other county classifications.
- f. A change in the salary schedule recognizing \$15.85 per hour as the living wage for permanent employees and recognizing the 3% wage increase, effective July 1, 2022.
- g. 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 per pay period (for a maximum annual County contribution of \$1,638) 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 2022-23, the Law Enforcement Officers (LEOs) rate increases from 12.10 to 13.04 percent of reported compensation, and all other employees' rate increases from 11.35 to 12.14 percent of reported compensation.
- h. Implement a county paid short term disability plan for eligible employees.
- i. Offer additional voluntary benefit offerings to employees including Pet Discount Program, Legal Insurance, Identify Theft Insurance and Long-Term Disability
- j. 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 and dental appropriations. Increase funding of 5% to the Health Insurance Premium Equivalents for both active and pre-65 retirees with the amount of the increase to be fully paid by the County.
- k. Continue the additional eight hours of annual leave to be awarded at an employee's anniversary date, prorated for part time employees.
- l. Continue the six-week paid parental leave policy.

Adjustments to the Manager's Recommended FY2022-23 GF Operating Budget

On June 9, 2022, the Board of County Commissioners approved the following changes to the Manager's Recommended annual operating budget for the 2022-23 fiscal year. The information below summarizes changes made by the Board.

Revenues	Increase	Decrease
Manager's Recommended Revenue Budget	\$258,109,579	
Total Revenue Changes	\$0	\$0
Revised Revenue Budget	258,109,579	

Expenditures	Increase	Decrease
Manager's Recommended Expenditure Budget	\$258,109,579	
Restore Sunday afternoon hours (12pm-6pm) to main Library for a total cost of \$46,550.	\$46,550	
Reduce DSS general fund allocation by \$46,550 to offset restoration of Sunday hours for main Library.		(\$46,550)
Total Expenditure Changes	\$46,550	(\$46,550)
Revised Expenditure Budget	\$258,109,579	

Adjustments to the Manager's Recommended FY2022-23 CIP Budget

On June 9, 2022, the Board of County Commissioners approved the following changes to the Manager's Recommended CIP Funding for Year 1 (2022-23 fiscal year). The information below summarizes changes made by the Board.

Expenditures	Increase	Decrease
Manager's Recommended County Projects CIP Budget for Year 1 (FY 22-23)	\$10,872,009	
County Projects:		
Add \$100,000 to create mini-park for the Perry Hills community (year 1)	\$100,000	
Revise policy on unspent/unawarded Climate Change Grants of \$15,000 or more. Awards made in supplemental grant cycles will be pooled together (school and community applicants) and will be awarded on the same competitive evaluation and award process.*	\$0	
Convert nine vehicles recommended for replacement in FY2022-23 to electric models and two additional replacements to hybrid models at a total cost of \$109,000. In addition, add \$6,000 to the project budget to install charging capabilities where necessary.	\$115,000	
Remove Southern Orange Campus Expansion project in years 9 and 10 (\$5,485,000)	\$0	
Reduce \$388,000 in years 1-3 for Ambulances, purchased in advance through Budget Amendment 11 on May 24, 2022		(\$388,000)
Reduce \$45,000 for Fire Marshal Vehicle purchased in current year		(\$45,000)
Create \$200,000 annual Emergency Services Renewal & Replacement Project to provide a funding source for replacement materials and equipment for Emergency Services	\$200,000	
Total Expenditure Changes	\$415,000	(\$433,000)
Revised County CIP Budget for Year 1 (FY 22-23)	\$10,854,009	

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

Department	Position Name	Fund	Start Date	FTE
Animal Services	Shelter Veterinarian-Medical Director	General Fund	7/1/2022	1.000
Department of Social Services	Social Services Assistant	General Fund	7/1/2022	1.000
Department of Social Services	Human Services Specialist I	General Fund	5/18/2022	1.000
Public Health	Dentist	General Fund	7/1/2022	1.000
Public Health	Dental Assistant	General Fund	7/1/2022	1.000
Public Health	PH Nurse II: Preparedness Coordinator	General Fund	7/1/2022	0.400
Department of the Environment, Agriculture	Park Coordinator	General Fund	7/1/2022	1.000
Department of the Environment, Agriculture	Park Coordinator	General Fund	1/1/2023	2.000
Sheriff	Detention Officer	General Fund	9/1/2022	7.000
Sheriff	Detention Officer	General Fund	11/1/2022	8.000
Emergency Services	EMT-BASIC	General Fund	7/1/2022	4.000
Emergency Services	EMT-BASIC	General Fund	9/1/2022	4.000
Emergency Services	Paramedic Trainee	General Fund	7/1/2022	4.000
Criminal Justice Resource Department	Treatment Court Manager	General Fund	7/1/2022	0.500
Totals				35.900

5) General Fund Appropriations for Local School Districts

The following FY2022-23 General Fund Appropriations for Chapel Hill-Carrboro City Schools and Orange County Schools are approved:

RES-2022-034**Attachment 1**

a) Current Expense appropriation for local school districts totals \$93,578,782 and equates to a per pupil allocation of \$4,808

1) The Current Expense appropriation to the Chapel Hill-Carrboro City Schools is \$55,007,882

2) The Current Expense appropriation to the Orange County Schools is \$38,570,900.

b) School Related Debt Service for local school districts totals \$21,807,353.

c) Additional net County funding for local school districts totals \$3,738,485.

(1) School Resource Officers and School Health Nurses Contracts - total appropriation of \$3,738,485 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 school in both school systems.

6) **Capital Investment Plan Funding for FY2022-23 (Year 1)**

The following FY2022-23 (Year 1) Capital Investment Plan Appropriations are approved:

a) Overall Total Capital Investment Plan Funding of \$40,610,532

b) County Capital Projects Funding of \$10,854,009

c) School Capital Projects Funding of \$28,514,160

d) Solid Waste Project Funding of \$722,363; and Sportsplex Project Funding of \$520,000

7) **County Fee Schedule**

To adopt the County Fee Schedule to include changes in the FY2022-23 Manager's Recommended Annual Operating Budget and approved by the Board of County Commissioners on June 9, 2022.

**Fiscal Year 2022-23
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, 2022 and ending June 30, 2023, the same being adopted by fund and activity, within each fund, according to the following summary:

Fund	Current Revenue	Interfund Transfer	Fund Balance Appropriated	Total Appropriation
General Fund	\$255,423,951	\$76,740	\$2,608,888	\$258,109,579
Emergency Telephone Fund	\$775,459	\$0	\$0	\$775,459
Employee Health and Dental Fund	\$12,602,903	\$0	\$0	\$12,602,903
Fire Districts Fund	\$7,624,736	\$0	\$130,337	\$7,755,073
Annual Grants Fund	\$101,996	\$57,220	\$0	\$159,216
Section 8 (Housing) Fund	\$4,658,100	\$104,056	\$0	\$4,762,156
Community Development Fund	\$1,020,422	\$348,430	\$0	\$1,368,852
Visitors Bureau Fund	\$1,912,877	\$0	\$288,814	\$2,201,691
Solid Waste Operations Enterprise Fund	\$11,256,807	\$0	\$540,333	\$11,797,140
Sportsplex Operations Enterprise Fund	\$4,178,094	\$0	\$0	\$4,178,094
Community Spay/Neuter Fund	\$53,350	\$0	\$19,000	\$72,350
Article 46 Sales Tax Fund	\$4,202,200	\$0	\$0	\$4,202,200
Chapel Hill- Carrboro City Schools District Tax Fund	\$25,091,512	\$0	\$0	\$25,091,512
Parks Capital Reserve Fund	\$10,500	\$0	\$0	\$10,500
OPC Retiree Health Fund	\$4,454	\$0	\$0	\$4,454
No Fault Well Repair	\$20,000	\$0	\$0	\$20,000
DSS Trust Fund	\$260,000	\$0	\$0	\$260,000
Communications Towers Trust Fund	\$15,000	\$0	\$0	\$15,000
Jail Inmate Trust Fund	\$315,000	\$0	\$0	\$315,000
OPEB Trust Fund	\$0	\$500,000	\$0	\$500,000
Community Giving Fund	\$90,000	\$0	\$0	\$90,000
4-H Fund	\$28,890	\$0	\$5,000	\$33,890
Total	\$329,646,251	\$1,086,446	\$3,592,372	\$334,325,069

Section II. Appropriations

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

Function	Appropriation
General Fund	
Community Services	\$14,690,753
General Government	\$13,451,262
Public Safety	\$31,919,210
Human Services	\$43,038,664
Education	\$98,201,672
Support Services	\$12,295,327
Debt Service	\$38,077,170
Transfers to Other Funds	\$6,435,521
Total General Fund	\$258,109,579
Emergency Telephone System Fund	
Public Safety	\$775,459
Total Emergency Telephone System Fund	\$775,459
Employee Health and Dental Fund	
Support Services	\$15,395,128
Total Employee Health and Dental Fund	\$15,395,128
Fire Districts	
Cedar Grove	\$287,175
Greater Chapel Hill Fire Service District	\$278,181
Damascus	\$130,524
Efland	\$760,401
Eno	\$977,381
Little River	\$364,070
New Hope	\$971,620
Orange Grove	\$724,431
Orange Rural	\$1,696,665
South Orange Fire Service District	\$615,313
Southern Triangle Fire Service District	\$305,319
White Cross	\$643,993
Total Fire Districts Fund	\$7,755,073
Annual Grants Fund	
Human Services	\$159,216
Total Annual Grants Fund	\$159,216
Section 8 (Housing) Fund	
Human Services	\$4,762,156
Total Section 8 Fund	\$4,462,156
Community Development Fund	
Human Services	\$1,368,852
Total Community Development Fund	\$1,368,852
Visitors Bureau Fund	
General Government	\$402,174
Community Services	\$1,799,517
Total Visitors Bureau Fund	\$2,201,691
Solid Waste Operations Enterprise Fund	
Community Services - Solid Waste/Landfill Operations	\$9,862,637
Transfer to Other Funds	\$1,934,503

Total Solid Waste Operations Enterprise Fund	\$11,797,140
SportsPlex Operations Enterprise Fund	
Community Services – Sportsplex Operations	\$3,203,094
Transfer to Other Funds	\$975,000
Total Sportsplex Operations Enterprise Fund	\$4,178,094
Community Spay/Neuter Fund	
Community Services	\$72,350
Total Community Spay/Neuter Fund	\$72,350
Article 46 Sales Tax Fund	
Community Services	\$2,101,100
Education	\$2,101,100
Total Article 46 Sales Tax Fund	\$4,202,200
Chapel Hill-Carrboro City Schools District Tax Fund	
Education	\$25,091,512
Total Chapel Hill-Carrboro City Schools District Tax Fund	\$25,091,512
Parks Capital Reserve Fund	
Community Services	\$10,500
Total Parks Capital Reserve Fund	\$10,500
Orange-Person-Chatham (OPC) Retiree Health Fund	
Support Services	\$4,454
Total OPC Retiree Health Fund	\$4,454
No Fault Well Repair Fund	
Human Services	\$20,000
Total No Fault Well Repair Fund	\$20,000
DSS Trust Fund	
Human Services	\$260,000
Total DSS Trust Fund	\$260,000
Communications Towers Trust Fund	
Community Services	\$15,000
Total Communications Towers Trust Fund	\$15,000
Jail Inmate Trust Fund	
Public Safety	\$315,000
Total Jail Inmate Trust Fund	\$315,000
OPEB Trust Fund	
Support Services	\$500,000
Total OPEB Trust Fund	\$500,000
Community Giving Fund	
General Government	\$90,000
Total Community Giving Fund	\$90,000
4-H Fund	
Community Services	\$33,890
Total 4-H Fund	\$33,890

Section III. Revenues

The following fund revenues are estimated to be available during the fiscal year beginning July 1, 2022 and ending June 30, 2023, to meet the foregoing appropriations:

Function	Appropriation
General Fund	
Property Tax	\$186,165,129
Sales Tax	\$35,616,489
Licenses & Permits	\$274,200
Intergovernmental	\$18,428,977
Charges for Services	\$14,029,092
Investment Earnings	\$10,300
Miscellaneous	\$899,764
Transfers from Other Funds	\$76,740
Appropriated Fund Balance	\$2,608,888
Total General Fund	\$258,109,579
Emergency Telephone System Fund	
Charges for Services	\$775,459
Total Emergency Telephone System Fund	\$775,459
Employee Health and Dental Fund	
General Government Revenue	\$15,395,128
Total Employee Health and Dental Fund	\$15,395,128
Fire Districts	
Property Tax	\$7,623,751
Investment Earnings	\$985
Appropriated Fund Balance	\$130,337
Total Fire Districts Fund	\$7,755,073
Annual Grants Fund	
Intergovernmental	\$26,996
Charges for Services	\$75,000
From General Fund	\$57,220
Total Annual Grants Fund	\$159,216
Section 8 (Housing) Fund	
Intergovernmental and General Government	\$4,658,100
From General Fund	\$104,056
Total Section 8 Fund	\$4,762,156
Community Development Fund	
From General Fund	\$348,430
Intergovernmental	\$1,007,116
Program Income	\$13,306
Total Community Development Fund	\$1,368,852
Visitors Bureau Fund	
Occupancy Tax	\$1,540,000
Sales & Fees	\$287,900
Intergovernmental	\$36,926
General Government Revenue	\$48,051
Appropriated Fund Balance	\$288,814
Total Visitors Bureau Fund	\$2,201,691

Solid Waste Operations Enterprise Fund	
Sales & Fees	\$10,827,807
Intergovernmental	\$263,000
Miscellaneous	\$66,000
Licenses & Permits	\$100,000
Interest on Investments	\$0
Appropriated Reserves	\$540,333
Total Solid Waste Operations Enterprise Fund	\$11,797,140
Sportsplex Operations Enterprise Fund	
Charges for Services	\$4,178,094
Total Sportsplex Operations Enterprise Fund	\$4,178,094
Community Spay/Neuter Fund	
Animal Tax	\$20,000
Intergovernmental	\$25,000
Miscellaneous	\$8,350
Appropriated Fund Balance	\$19,000
Total Community Spay/Neuter Fund	\$72,350
Article 46 Sales Tax Fund	
Sales Tax Proceeds	\$4,202,200
Total Article 46 Sales Tax Fund	\$4,202,200
Chapel Hill-Carrboro City Schools District Tax Fund	
Property Tax	\$25,091,512
Total Chapel Hill-Carrboro City Schools District Tax Fund	\$25,091,512
Parks Capital Reserve Fund	
Miscellaneous	\$10,500
Total Parks Capital Reserve Fund	\$10,500
Orange-Person-Chatham (OPC) Retiree Health Fund	
General Government Revenue	\$4,454
Total OPC Retiree Health Fund	\$4,454
No Fault Well Repair Fund	
Interest on Investments	\$20,000
Total No Fault Well Repair Fund	\$20,000
DSS Trust Fund	
General Government Revenue	\$260,000
Total DSS Trust Fund	\$260,000
Communications Towers Trust Fund	
Charges for Services	\$15,000
Total Communications Towers Trust Fund	\$15,000
Jail Inmate Trust Fund	
Miscellaneous	\$315,000
Total Jail Inmate Trust Fund	\$315,000
OPEB Trust Fund	
General Government Revenue	\$500,000
Total OPEB Trust Fund	\$500,000
Community Giving Fund	
Donations	\$90,000
Total Community Giving Fund	\$90,000
4-H Fund	
Sales & Fees	\$15,200
Donations	\$13,690
Appropriated Fund Balance	\$5,000
Total 4-H Fund	\$33,890

Section IV. Tax Rate Levy

There is hereby levied for the fiscal year 2022-23 a general county-wide tax rate of 83.12 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	7.63
Greater Chapel Hill Fire Service District	13.87
Damascus	11.80
Efland	8.28
Eno	9.98
Little River	6.39
New Hope	11.56
Orange Grove	7.27
Orange Rural	9.49
South Orange Fire Service District	9.09
Southern Triangle Fire Service District	11.80
White Cross	12.34
Chapel Hill-Carrboro City School District	18.30

Section V. General Fund Appropriations for Local School Districts

The following FY 2022-23 General Fund Appropriations for Chapel Hill-Carrboro City Schools and Orange County Schools are approved:

- a) Current Expense appropriation for local school districts totals \$93,578,782, and equates to a per pupil allocation of \$4,808.
 - 1) The Current Expense appropriation to the Chapel Hill-Carrboro City Schools is \$55,007,882.
 - 2) The Current Expense appropriation to the Orange County Schools is \$38,570,900.
- b) School Related Debt Service for local school districts totals \$21,807,353.
- c) Additional County funding for local school districts totals \$3,738,485.
 - School Resource Officers and School Health Nurses Contracts - total appropriation of \$3,738,485 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.

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 2022-23, the approved budget includes a 3% wage increase and 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.
- Merit Pay for County Commissioners is received as a one-time bonus each year and payable in December.
- 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 2022-23, the approved budget continues the County contribution of \$27.50 per pay period and a County contribution match of up to \$63.00 per pay period.

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 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 10th work day of each month.
- The County will ensure that monthly financial reports are available by the 15th 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 2022-23) 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.
- The County Manager is authorized to transfer amounts from the salary and benefits non-departmental accounts to individual departmental appropriations

following adoption of the budget in order to properly fund salary and benefit amounts within departments.

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 2022-23 will be \$15,395,128, and projected expenses for claims and administration for fiscal year 2022-23 will be \$15,395,128.

Section XI. Other Post Employment Benefits Fund

Orange County, North Carolina

Other Post-Employment Benefits (OPEB) Investment and Funding Policy

- Each fiscal year the County funds its OPEB benefits coming due to current retirees on a pay-as-you-go (PAYGO) basis from the Health and Dental Fund.
- The County recognizes that by setting additional funds from the PAYGO amounts now to pay future benefits, the County can pay a portion of those future benefits from investment earnings on those funds.
- Thus the County will fund the North Carolina Treasurer's irrevocable OPEB Trust up to \$500,000 each fiscal year.
- The County intends to make investments consistent with the long-term nature of assets set aside for payment of OPEB benefits. The County will invest funds through the NC Treasurer's Office in Equities, Long-term Bonds and other investments as authorized by North Carolina General Statutes 147-69.2(b5).
- The Finance Officer will regularly evaluate the appropriate allocation of such OPEB investments between Equities, Long-term Bonds and Shorter-term investments and make adjustments as necessary.

Section XII. Custodial Funds

Custodial Funds are used to report any fiduciary activities not reported in Investment Trust or Private-Purpose Trust Funds. In North Carolina, examples of Custodial Funds are the Jail Inmate Fund, and the property taxes collected by the County on behalf of a municipality (the Chapel Hill-Carrboro City Schools District Tax Fund).

Section XIII. Encumbrances

Operating funds encumbered by the County as of June 30, 2022 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.

- a. The County Capital Projects Fund FY 2022-23 budget, with anticipated fund revenues of \$10,854,009 and project expenditures of \$10,854,009 is hereby adopted in accordance with G.S. 159 by Orange County for the fiscal year beginning July 1, 2022, and ending June 30, 2023, and the same is adopted by project.

- b. The Proprietary Capital Funds FY 2022-23 budget, consisting of Water and Sewer Utilities, Solid Waste, and Sportsplex, with anticipated fund revenues of \$1,242,363, and project expenditures of \$1,242,363 is hereby adopted in accordance with G.S. 159 by Orange County for the fiscal year beginning July 1, 2022, and ending June 30, 2023, and the same is adopted by project.
- i. The Solid Waste Renewal and Replacement Capital Fund FY 2022-23 budget, with anticipated sources of income of \$722,363, and anticipated expenditures of \$722,363 is hereby adopted in accordance with G.S. 159 by Orange County for the fiscal year beginning July 1, 2022, and ending June 30, 2023.
- ii. The Sportsplex Renewal and Replacement Capital Fund FY 2021-22 budget, with anticipated sources of income of \$520,000, and anticipated expenditures of \$520,000 is hereby adopted in accordance with G.S. 159 by Orange County for the fiscal year beginning July 1, 2022, and ending June 30, 2023.
- c. The School Capital Projects Fund FY 2022-22 budget, with anticipated fund revenues of \$28,514,159, and project expenditures of \$28,514,159 is hereby adopted in accordance with G.S. 159 by Orange County for the fiscal year beginning July 1, 2022, and ending June 30, 2023, and the same is adopted by project.

Revenues

Function	Appropriation
Article 46 Sales Tax Proceeds	\$2,343,100
Contributions from Other Infrastructure Partners	\$62,500
Debt Financing	\$8,226,977
Debt Financing - Durham Tech	\$500,000
Debt Financing - School Improvements	\$23,310,706
Debt Financing - Sportsplex	\$520,000
Grant Funding	\$833,382
Lottery Proceeds	\$1,402,354
Partner Funding - County Capital	\$9,000
Register of Deeds Fees	\$80,000
Solid Waste Funds	\$722,363
Transfer from General Fund	\$2,600,150
Total Capital Fund	\$40,610,532

Appropriations

Function	Appropriation
County	
County Assets and Community Centers	\$5,922,258
Public Safety	\$1,260,195
Information Technology	\$1,281,556
Parks, Open Space, and Trail Development	\$2,390,000
County Total	\$10,854,009
Proprietary	
Solid Waste	\$722,363
Sportsplex	\$520,000
Proprietary Total	\$1,242,363
School	

Chapel Hill-Carrboro City Schools	\$18,088,811
Orange County Schools	\$9,925,349
Durham Tech Community College	\$500,000
School Total	\$28,514,160
Total Capital Fund	\$40,610,532

The County Grant Projects Fund FY 2021-22 budget, with anticipated fund revenues of \$403,372, and project expenditures of \$562,588, is hereby adopted in accordance with G.S. 159 by Orange County for the fiscal year beginning July 1, 2022, and ending June 30, 2023, and the same is adopted by project.

Revenues

Function	Appropriation
Intergovernmental	\$224,802
Donations	\$175,000
Charges for Services	\$75,000
Transfer from General Fund	\$87,786
Total Grants Fund	\$562,588

Appropriations

Function	Appropriation
Senior Citizen Health Promotion Program (Department on Aging)	\$159,216
Master Aging Plan (Department on Aging)	\$175,000
Local Reentry Council Grant (Criminal Justice Resource Department)	\$150,000
Food Council (County Manager's Office)	\$78,372
Total Grants Fund	\$562,588

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, 2022, shall be reauthorized in the FY 2022-23 budget.

Section XV. Contractual Obligations and Disposal of Property

The County Manager is hereby authorized to execute contractual documents and dispose of property under the following conditions:

- a. 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.
- b. 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 \$90,000.
- c. 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. This section does not apply to projects in which the Board must approve and award a bid.

d. 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.

e. The Manager may sign intergovernmental service agreements in amounts under \$90,000.

f. 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.

g. Upon the Manager's determination that certain property is surplus the Manager may dispose of County personal property consisting of one item or a group of similar items having a value of less than \$30,000. In disposing of the property the Manager may utilize any lawful method of disposal including and not limited to private or public sale, exchange, auction, etc. The Manager shall seek fair market value for the property. Consideration may consist of items and things other than currency. The Manager shall keep a record of all property sold under this section and that record shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

h. The Manager is authorized to approve and execute leases of County property for a term not exceeding one year. Such leases of County property may not be extended beyond one year except by action of the Board of Commissioners.

Section XVI. Micro-purchase Threshold

a. In accordance with 2 C.F.R. § 200.320(a)(1)(iv) and the applicable provisions of North Carolina law, the County hereby self-certifies the following micro-purchase thresholds, each of which is a "higher threshold consistent with State law" under 2 C.F.R. § 200.320(a)(1)(iv)(C) for the reasons set forth in the recitals to this resolution:

1. \$30,000, for the purchase of "apparatus, supplies, materials, or equipment"; and
2. \$30,000, for the purchase of "construction or repair work"; and
3. \$50,000, for the purchase of services not subject to competitive bidding under North Carolina law; and
4. \$50,000, for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act; provided that such threshold shall apply to a contract only if the County has exercised an exemption to the Mini-Brooks Act, in writing, for a particular project pursuant to G.S. 143-64.32. If the exemption is not authorized, the micro-purchase threshold shall be \$0.

b. The self-certification made herein shall be effective as of the date hereof and shall be applicable until June 30, 2023, but shall not be applicable to Federal financial assistance awards issued prior to November 12, 2020, including financial assistance awards issued prior to that date under the Coronavirus Aid, Relief, and Economic Support (CARES) Act of 2020 (Pub. L. 116-136).

c. In the event that the County receives funding from a federal grantor agency that adopts a threshold more restrictive than those contained herein, the County shall comply with the more restrictive threshold when expending such funds.

d. The County shall maintain documentation to be made available to a Federal awarding agency, any pass-through entity, and auditors in accordance with 2 C.F.R. § 200.334.

e. The Chief Financial Officer of the County is hereby authorized to revise the Purchasing Policy of the Unit to reflect the increased micro-purchase thresholds specified herein as necessary, and to take all such actions to carry into effect the purpose and intent of the foregoing resolution.

Section XVII. Grant Project Ordinance - Coronavirus State and Local Fiscal Recovery Funds

Be it ordained by the Board of Commissioners of Orange County that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

a) Section I. Budget Adoption

There is hereby adopted the following Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF) grants project budget for Orange County by project according to the following summary:

Fund	Total Appropriation
CSLRF Fund	\$28,839,722

These funds may be used for the following categories of expenditures, to the extent authorized by state and local law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

b) Appropriations

There is hereby appropriated the following project amounts. This Section b shall be amended as necessary to describe and authorize other projects to be funded by this Grant Project Ordinance.:

Commissioner Approved Fee Schedule - FY 2022-23

Department/Program		Description	Current Fee	Last Revision
Asset Management				
		Use Fee (except for classification 5 and 6, or as otherwise stipulated in Facilities Use Policy)	Resident \$10/hr, Non-Resident \$20/hr	2011
		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
Orange Public Transportation				
		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
Department on Aging				
	Senior Programs	Classes	Instructor Cost + 10-25% Admin	Ongoing
		Senior Games	\$16.00 per participant	2018
	Senior Center	Use Fee (except for classification 5 and 6, or as otherwise stipulated in Policy, when required for non-business hours reservations, or as otherwise required by Orange County)	\$20.00 per hour	2017
		Great Hall or Ballroom (Senior Centers), except class 6	\$125.00	2017
		Class 6 Use Fee; includes use, kitchen fee, and on-site personnel fees (when required for non-business hours reservations, or as otherwise required by Orange County)	\$45.00 per hour	2017
		Afterhours on-site personnel	\$20.00 per hour	2017
		Kitchen Use (senior centers only)	\$50.00	2017
		Security Deposit, class 6 only	\$100.00	2017
		Cleaning/lock up/utility fee	\$25.00 per hour	2017
Board of Elections				
	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

Manager Recommended Fee Schedule - FY 2022-23

Department/Program	Description	Current Fee	Last Revision
	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
DEAPR			
<i>Natural & Cultural Resources</i>	Local Landmark Program	\$100.00	2010
PARKS & RECREATION			
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
Special Populations Programs		5% Recovery Rate	2005
Administration	Special Event Alcohol Application Fee	\$25.00	2022
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 : \$ 45 per hour	2018
	Athletic Fields	Resident: \$25 per hour Non-Resident : \$ 37.50 per hour	2015
	Athletic Fields - Tournaments	\$50/hr. for resident, \$75 for non-resident	2018
	Athletic Field Lighting	\$35 per hour	2016
	Tennis/Basketball Court Rental	\$10 per hour	2022
	Tennis/Basketball Court Rental w/ lights	\$15 per hour	2022
	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
	Blackwood Amphitheater Use Fee - Small Event - / Half Day or Per Hr up to 4	\$150/4hrs \$50/1 hr	2022
	Blackwood Amphitheater Use Fee - Large Event - Full Use - All Day	\$2,500.00	2022
	Large Scale Festivals	Negotiated fee	2022
	Special Event Over 500 People	\$250-Non Profit / \$500 Business	2022
	Special Use Rental - Wedding	\$250.00	2022

Manager Recommended Fee Schedule - FY 2022-23

Department/Program	Description	Current Fee	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
Land Records	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
Library			
	Photocopies	15 cents per page after 5	2022
	Microfilm copies	15 cents per page after 5	2022
	Fax	\$1.00 flat fee	2022
	Printouts (from internet)	15 cents per page after 5	2022
	Processing Fee	\$5.00	2010
	Kindle Replacement Fee	replacement cost	2022
	Photocopies - Color	25 cents per page after 5	2022
	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
Register of Deeds			
	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
	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

Department/Program	Description	Current Fee	Last Revision
	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	\$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
	Planning		
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
	Rezone to General Use Nonresidential	\$2000.00 staff review fee including an	2016
	Special Use		

Department/Program		Description	Current Fee	Last Revision
		Special Use Permits	\$560.00 staff review fee, \$30.00 sign posting, \$1.00 first class mail fee for each individual parcel required to be notified of request (i.e. neighborhood meeting and public hearing)	2021
		Re-Inspection Fee	Residential: \$50; Non-Residential: \$150	2018
		Zoning Fees: Telecommunication Towers		2015
		Master Telecommunication Plan Amednment	\$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 permit)	\$100.00	2015
		Rezone to Conditional District	\$2000.00 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, the Planning Board meeting, and public hearing associated with the review request. If application proposes a 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.	2021
Board of Adjustment		Residential Variance/Appeal	\$340.00 staff review fee, \$1.00 mailing fee for each individual parcel required to be notified of request (if required)	2021
		Nonresidential Variance/Appeal	\$540.00 staff review fee, \$1.00 mailing fee for each individual parcel required to be notified of request (if required)	2021
	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 (Under 20 proposed lots and not involving a Conditional District application)		

Department/Program	Description	Current Fee	Last Revision
	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, \$1,000.00 legal advertisement (i.w. newspaper ads)	2021
	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, \$1,000.00 legal advertisement (i.e. newspaper ads)	2021
	Zoning Compliance Permits and Site Plan Approvals:		
	Zoning Compliance Permit for single family/duplex residential structure(s)	\$30.00	2011
	Single-family site plan associated with Conditional District approval	\$1,000.00 staff review fee	2021
	Multi-family site plan associated with Conditional District approval	\$1,000.00 staff review fee	2021
	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 District approval, an additional \$250.00 staff review shall apply to the project	2021
	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 District approval then an additional \$250.00 staff review fee shall apply	2021
	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
	Miscellaneous		
	Review of Traffic Impact study associated with project	\$250.00 in addition to established project review fee, if any	2011

Manager Recommended Fee Schedule - FY 2022-23

Department/Program		Description	Current Fee	Last Revision
		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
		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

Department/Program		Description	Current Fee	Last Revision
	Erosion Control/Stormwater Management	Erosion and Sedimentation Control Plan Review and Inspection Fees		
		Residential and Non-Residential development: Less than 1 acre (43,560 sq. ft.) of land disturbance	\$125 / \$100 per acre lot ⁽¹⁾	2022
		Residential development: Greater than 1 acre (43,560 sq. ft.) of land disturbance	\$150 per disturbed acre or fraction thereof	2021
		Residential development: Greater than 25 acres of land disturbance	\$300 per disturbed acre or fraction thereof	2021
		Non-Residential development: Greater than 1 acre (43,560 sq. ft) of land disturbance	\$300 per disturbed acre or fraction thereof	2021
		Erosion Control Plan Revisions	\$150 per plan revision request	2021
		Land Disturbing (Grading) Permits		2019
		Less than 1 acre (43,560 sq.ft.) of land disturbance	\$300 flat fee	2021
		Greater than 1 acre (43,560 sq.ft.) but less than 10 acres of land disturbance	\$300 per disturbed acre or fraction thereof	2021
		Greater than 10 acres of land disturbance but less than 25 acres of land disturbance	\$600 per disturbed acre or fraction thereof	2021
		Greater than 25 acres of land disturbance	\$900 per disturbed acre or fraction thereof, not to exceed 150 acres	2021
		Unscheduled Site Re-Inspection	\$200 per re-inspection	2021
		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
		Re-Inspection of Stormwater Control Measure (SCM) associated with a failed SCM inspection report	1st inspection no fee \$250 per SCM inspection thereafter	2021
		Inspection of Stormwater Control Measure (SCM) associated with a Notice of Violation (NOV)	\$250 per SCM inspection	2021
		Recurring 5-Year Inspection of Stormwater Control Measure (SCM)	\$750 per SCM	2021
		Appeal of Land Disturbing (Grading) Permit	At cost for legal ad and notifications to process if appealed to Public Hearing per UDO 2.26.8&9	2021

Department/Program		Description	Current Fee	Last Revision
		Stream Origin and Intermittent/Perennial Determinations 1-2 determinations/site \$300 3-6 determinations/site \$600 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.		2021
		Stop Work Order/Notice of Violation	\$200 per order	2021
	Inspection fees			
	Building			
		Credit Card use fee	2% of transaction	2021
		<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
		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

Department/Program	Description	Current Fee	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		
	Residential (apartments)		
	Building	\$0.242	2018
	Electrical	\$0.107	2018
	Plumbing	\$0.107	2018
	Mechanical	\$0.085	2018
	Storage		
	Building	\$0.085	2018
	Electrical	\$0.065	2018
	Plumbing	\$0.065	2018
	Mechanical	\$0.085	2018
	Assembly		
	Building	\$0.181	2018
	Electrical	\$0.098	2018
	Plumbing	\$0.098	2018
	Mechanical	\$0.085	2018
	Institutional		
	Building	\$0.337	2018
	Electrical	\$0.166	2018
	Plumbing	\$0.166	2018
	Mechanical	\$0.169	2018
	Business		
	Building	\$0.242	2018
	Electrical	\$0.115	2018
	Plumbing	\$0.115	2018
	Mechanical	\$0.108	2018
	Mercantile		
	Building	\$0.166	2018
	Electrical	\$0.082	2018
	Plumbing	\$0.082	2018
	Mechanical	\$0.074	2018
	Hazardous		
	Building	\$0.126	2018
	Electrical	\$0.053	2018
	Plumbing	\$0.053	2018
	Mechanical	\$0.074	2018
	Factory/Industrial		
	Building	\$0.126	2018
	Electrical	\$0.053	2018
	Plumbing	\$0.053	2018
	Mechanical	\$0.074	2018
	Educational		
	Building	\$0.242	2018
	Electrical	\$0.115	2018
	Plumbing	\$0.115	2018
	Mechanical	\$0.108	2018

Department/Program	Description	Current Fee	Last Revision
	Utility and Miscellaneous/Shell Building		
	Building	\$0.085	
	Electrical	\$0.065	
	Plumbing	\$0.065	
	Mechanical	\$0.085	
	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	\$165.00 \$110.00	2018
	Building Demolition	\$110.00 \$110.00	2018
	Change of Occupancy/Use	\$110.00	2018
	Swimming Pools	<i>Commercial Residential</i>	2018
	Commercial	\$110.00 \$110.00	2018
	Residential	\$110.00 \$110.00	2018
	Woodstove/Fireplace	<i>Commercial Residential</i>	2018
	Commercial	\$55.00 \$55.00	2018
	Residential	\$55.00 \$55.00	2018
	Prefabricated Utility Bldgs.		
	Commercial	Utility Occupancy, Schedule D	
	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
	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

Department/Program	Description	Current Fee	Last Revision
	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
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

Department/Program	Description	Current Fee	Last Revision
	Commercial Reinspection Fee	\$110.00	2018
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
	Critical event permit fee waiver ⁽²⁾	\$0.00	2021
	Commercial Reinspection fee (no charge for 1st rejection per trade. All subsequent rejections will result in fee)	\$110.00	2018
	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
Emergency Medical	Emergency Response		
Emergency Management			
	BLS NE A0428 Basis Life Support (Non-Emergency)	\$355.00	2022
	BLS E A0429 Basis Life Support (Emergency)	\$568.00	2022
	ALS NE A0426 Advanced Life Support-1 (Non-Emergency)	\$425.00	2022
	ALS E A0427 Advanced Life Support-1 (Emergency)	\$675.00	2022
	Advanced Life Support -1 (Non-Transport)	\$150.00	2005
	ALS 2 A0433 Advanced Life Support -2 (Emergency)	\$976.00	2022
	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	\$12.00/mile	2022
	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		2018
	Business		2018
	Church/Assembly		2018
	Daycare facility		2018

Department/Program	Description	Current Fee	Last Revision
	Educational, private		2018
	Foster Care Home		2018
	Hazardous		2018
	Industrial		2018
	Institutional		2018
	Mercantile		2018
	Residential(Common Areas)		2018
	Storage		2018
	Fire Inspections (by square footage)		2021
	Up to 999 sf	\$30	2021
	1,000 to 2,499 sf	\$45	2021
	2,500 to 10,000 sf	\$100	2021
	10,001 to 25,000 sf	\$140	2021
	25,001 to 50,000 sf	\$180	2021
	50,001 to 75,000 sf	\$225	2021
	75,001 to 100,000 sf	\$300	2021
	100,001 to 200,000 sf	\$425	2021
	200,001 to 300,000 sf	\$475	2021
	300,001 to 400,000 sf	\$525	2021
	400,001 to 500,000 sf	\$600	2021
	500,001 to 600,000 sf	\$675	2021
	600,001 to 700,000 sf	\$750	2021
	700,001 to 800,000 sf	\$825	2021
	800,001 to 900,000 sf	\$900	2021
	900,001 to 1,000,000 sf	\$975	2021
	1,000,000 and greater	\$1,200	2021
	Re-Inspection Fee	1st Re-Inspection: \$50	2021
		2nd Re-Inspection: \$100	2021
		3rd Re-Inspection: \$200	2021
	Fees below are to cover the cost of Mandatory and Optional Permits under the 2009 NC Fire Code (5310-435299), including staff hours to review plans, issue permits, and inspect locations for compliance.		
	Aerosol products	\$50.00	2021
	Amusement Buildings	\$150.00	2021
	Aviation Facilities	\$50.00	2021
	Battery Systems	\$50.00	2018
	Carbon Dioxide Systems used in beverage dispensing applications	\$50.00	2021
	Carnivals & Fairs	\$150.00	2021
	Cellulose nitrate film	\$50.00	2021
	Combustible Dust	\$50.00	2018
	Combustible Fibers	\$50.00	2021
	Compressed Gas	\$50.00	2018
	Covered Mall Bldg	\$50.00	2018
	Cryogenic Fluids	\$50.00	2021
	Cutting & Welding	\$50.00	2018
	Dry Cleaning	\$50.00	2021
	Exhibit/Trade Show	\$150.00	2021
	Explosives/Blasting	\$350.00	2021
	30 day Renewal for Explosives/Blasting	\$50.00	2018
	Flammable/Combustible	\$50.00	2018
	Tank Install/Removal	\$200.00	2019

Department/Program	Description	Current Fee	Last Revision
	Tank Install/Removal per additional tank	\$25.00	2018
	Floor Finishing	\$50.00	2018
	Fruit and crop ripening	\$50.00	2021
	Fumigation/Thermal Fog	\$50.00	2018
	Hazardous Materials	\$50.00	2021
	High-Piled Storage	\$50.00	2018
	Hot work operations	\$50.00	2021
	Industrial Ovens	\$50.00	2021
	Liquid Fuel Vehicle in Building	\$100.00	2021
	LP Gas	\$50.00	2018
	Lumber yards and woodworking plants	\$50.00	2021
	Magnesium	\$50.00	2021
	Motor Fuel dispensing activities	\$50.00	2021
	Open Burning	\$50.00	2018
	Open Flame/Torches	\$50.00	2018
	Open Flame/Candles	\$50.00	2018
	Organic Coatings	\$50.00	2021
	Places of Assembly	\$50.00	2018
	Private Fire Hydrant	\$50.00	2018
	Pyrotechnics/Fireworks	\$175/per location	2021
	Pyroxylin Plastics	\$50.00	2018
	Refrigeration Equipment	\$50.00	2018
	Repair Garage/FCL Disp.	\$50.00	2018
	Rooftop Heliports	\$50.00	2018
	Spraying/Dipping	\$50.00	2018
	Scrap Tire Storage	\$50.00	2018
	Temp. Tents/Canopy (per)	\$50.00	2021
	Tire-Rebuilding Plants	\$50.00	2018
	Waste Handling	\$50.00	2018
	Wood Products	\$50.00	2018
	Mulch Pile	\$50.00	2018
	Out of Service Exit/Emergency Light	\$50.00	2018
	Blocked Exit	\$250.00	2018
	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	\$100.00	2021
	Stop Work Order Fine	\$250.00	2019
	Failure to obtain proper permit	1st violation: \$750	2021
		2nd Violation: \$1,500	2021
		3rd and Subsequent violations: \$2,500	2021

Department/Program	Description	Current Fee	Last Revision
	Public Education & Orange County Facilities	\$ amount per square footage	2018
	Fees below are to cover the cost of Required Construction Permits under the 2009 NC Fire Code (5310-435299) including staff hours to review plans, issue permits, and inspect locations for compliance.		
	Auto Fire Extinguishing System	\$0.015 per sq. ft. gross floor area for each system	2021
	Alternative Fire Extinguishing Systems	\$150.00	2021
	Battery Systems	\$150.00	2021
	Fire Pump	\$500.00	2021
	Industrial Ovens	\$150.00	2021
	Spraying/Dipping	\$150.00	2021
	Compressed Gas	\$150.00	2021
	Cryogenic Fluids	\$150.00	2021
	Flammable/Combustible	\$175 per pipeline, tank or system	2021
	LP Gas	\$50.00	2018
	Standpipe Systems	\$200.00	2021
	Fire Alarm/Detect. Install	\$0.015 per sq. ft. gross floor area for each system	2021
	Hazardous Materials	\$50.00	2018
	Private Fire Hydrant	\$150.00	2021
	Tents/Membranes	\$100/Additional Tent \$25 each	2021
	Gates and barricades across fire apparatus access roads	\$150.00	2021
	Fire Extinguisher Class	\$20.00	2018
	Fit Testing	\$50.00	2018
	ABC Permit Inspections	Based on Square Foot	2018
	Hazardous Materials Mitigation	Fee Charged at Hourly Rate	2018
	Life Safety Plan Review	\$200.00	2021
Sheriff	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
Animal Services			
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

Manager Recommended Fee Schedule - FY 2022-23

Department/Program	Description	Current Fee	Last Revision
	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
	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 Animal	\$50.00	3/1/2016
	Inspections for Vicious Animals	\$50.00	2018
	Kennel Permits	\$100.00	2018
Animal Shelter	<i>Adoption Fees</i>		
	Cat Adoption Fees	\$110.00	2020
	Kitten Adoption Fees (5 mo. and under)	\$130.00	2020
	Special Cat Adoption	\$55.00	2017
	Multiple Cat Adoption-Peak Season	\$0.00	2015
	Special Event Cat Adoption Fee	\$0.00-\$130.00	2020
	Senior Citizen Cat Adoption Fee	\$25.00	2012
	Dog Adoption Fee	\$125.00	2020
	Puppy Adoption Fee (5 mo. and under)	\$175.00	2020
	Small Dog Adoption Fee	\$175.00	2020
	Special Event Dog Adoption Fee	\$0.00-\$175.00	2020
	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
	Protective Custody Board Fee	Protective Custody Board Fee Including Homeless Individuals-Board Fee--\$0.00	2017

Department/Program	Description	Current Fee	Last Revision
	Protective Custody Shelter Redemption Fee	Protective Custody Shelter Redemption Fee Including Homeless Individuals-Board Fee-- \$0.00	2017
	Boarding Fee for Euthanized Quarantine Animals	\$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
Health Department			
Environmental Health	<i>Soil Analysis/Improvement Permit</i>		
	Residential Improvement Permit	\$1 per gallon per day (\$360 min.)	2022
	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>		
	Residential Construction Authorization	\$1 per gallon per day (\$360 min.)	2022
	Non-domestic WW	Double fee for comparably sized domestic WW system	2006
	<i>Other Misc. Activities</i>		
	Construction Authorization for Type >=IIIb	\$200.00 Additional Fee	2022
	Any Permit Revision with a Site Visit	\$200.00	2022
	Any Permit Revision without a Site Visit	\$50.00	2022
	Existing System Inspection(requiring a field visit)	\$200.00	2021
	Existing System Inspection(requiring a field visit) solar waived	\$0.00	2022
	Existing System Authorizations (Office authorization, no field visit required)	\$50.00	2022
	Existing System Authorizations (Office authorization, no field visit required) solar waived	\$0.00	2022
	Mobile Home Park		
	1 to 25 spaces	\$200.00	2022
	26 to 50 spaces	\$265.00	2022
	51 and over spaces	\$335.00	2022
	MH Space Reinspection	\$50.00	2022
	Septic Tank Manufacturer Yard Inspection	\$345.00	2017
	Septic Tank Contractor Registration Fee - New contractor (one time)	\$280.00	2017

Department/Program	Description	Current Fee	Last Revision
	Septic Tank Contractor Fee - Annual Renewal	\$50.00	2021
	Failed Inspection/Reinspection	\$45.00	2015
	Septic Tank Contractor Education Class Fee	\$50.00	2006
	<i>WTMP</i>		
	Follow-up inspection	\$100.00	2022
	<i>Wells and Water Samples</i>		
	Well permits	\$550.00	2022
	Well Repair with a Full Sample	\$250.00	2022
	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
	Inorganic Chemistry		
	Full Inorganic Panel	\$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, CI, 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	\$150.00	2019
	Herbicides	\$150.00	2019
	Petroleum Products	\$150.00	2019
	Volitile Organic Chemicals	\$150.00	2019
	New Well Full Well Panel	included in well permit	1/1/2015
	Existing Well Full Well Panel	\$150.00	2019
	<i>Tattoo Parlors</i>		
	Tattoo Artist Annual Permit fee	\$350.00	2019
	Temporary Tattoo Permit (<30days)	\$100.00	2020
	<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

Manager Recommended Fee Schedule - FY 2022-23

Department/Program		Description	Current Fee	Last Revision
		<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
		Mobile Food Unit Plan Review	\$150.00	2022
		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
	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

Manager Recommended Fee Schedule - FY 2022-23

Department/Program		Description	Current Fee	Last Revision
	D2920	Recent 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	Recent Bridge	\$100.00	2018
	D7111	Ext. coronal remnants deciduous	\$122.00	2013
	D7140	Ext. Erupted Tooth Prim/Perm	\$162.00	2013
	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	Occlusal 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 Mouthguard Projects	\$17.00	2009
		Boil and Bite Mouthguards (students with braces)	\$5.00	2007

Department/Program		Description	Current Fee	Last Revision
		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
		CPT Code		
Personal Health	0001A	Pfizer COVID-19 Vaccine Admin. (1st)	\$65.00	2022
	0002A	Pfizer COVID-19 Vaccine Admin. (2nd)	\$65.00	2022
	0003A	Pfizer COVID-19 Vaccine Admin. (3rd)	\$65.00	2022
	0004A	Pfizer COVID-19 Vaccine Admin. (booster)	\$65.00	2022
	0051A	Pfizer COVID-19 Vaccine Adm (1st) - Ready to Use	\$65.00	2022
	0052A	Pfizer COVID-19 Vaccine Adm (2nd) - Ready to Use	\$65.00	2022
	0053A	Pfizer COVID-19 Vaccine Adm (3rd) - Ready to Use	\$65.00	2022
	0054A	Pfizer COVID-19 Vaccine Adm (booster) - Ready to Use	\$65.00	2022
	0071A	Pfizer COVID-19 Vaccine Adm (1st) - Pediatric	\$65.00	2022
	0072A	Pfizer COVID-19 Vaccine Adm (2nd) - Pediatric	\$65.00	2022
	0011A	Moderna COVID-19 Vaccine Admin (1st)	\$65.00	2022
	0012A	Moderna COVID-19 Vaccine Admin (2nd)	\$65.00	2022
	0013A	Moderna COVID-19 Vaccine Admin (3rd)	\$65.00	2022
	0014A	Moderna COVID-19 Vaccine Adm (Booster)	\$65.00	2022
	0031A	Janssen COVID-19 Vaccine Adm (Single Dose)	\$65.00	2022
	0034A	Janssen COVID-19 Vaccine Adm (Booster)	\$65.00	2022
	0202U	Bct/Vir Respir DNA/RNA 22 (UNC Lab)	\$416.78	2022
	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

Manager Recommended Fee Schedule - FY 2022-23

Department/Program		Description	Current Fee	Last Revision	
		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
		17280	Destruction Malig Face, Nose, Lip <0.6cm	\$147.57	2022
		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
		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	2020
		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	2020
		57455	Colposcopy of the cervix, with biopsy	\$193.00	2012
	Self Pay Only	57455LU	Minimum Fee - Colposcopy of the Cervix w/Biopsy	\$39.00	2020
		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	2020
		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

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Department/Program		Description	Current Fee	Last Revision
	59426	Antepartum package 7+ visits	\$3,408.75	2014
	59430	Postpartum care only	\$175.00	2012
	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
	76801-26	Ultrasound, Pregnant Uterus, Real Time with Image Documentation	\$50.00	2020
	76801-TC	Ultrasound, Pregnant Uterus, Real Time with Image Documentation	\$70.00	2020
	76801	Ultrasound, Pregnant Uterus, Real Time with Image Documentation	\$120.00	2020
	76805-TC	Ultrasound, Pregnant Uterus, B-Scan and/or Real Time with Image Documentation	\$90.00	2020
	76805	Ultrasound, Pregnant Uterus, B-Scan and/or Real Time with Image Documentation	\$135.00	2020
	76817-26	Ultrasound, Pregnant Uterus, Real Time with Image Documentation, Transvaginal	\$40.00	2020
	76817-TC	Ultrasound, Pregnant Uterus, Real Time with Image Documentation, Transvaginal	\$55.00	2020
	76817	Ultrasound, Pregnant Uterus, Real Time with Image Documentation, Transvaginal	\$95.00	2020
	76830	Ultrasound, Transvaginal	\$120.00	2020
	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
	80069	Renal Function Panel (UNC Lab)	\$8.68	2022
	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
	81240	F2 Fene Analysis 20210G > A Variant (UNC Lab)	\$65.69	2022
	81241	F5 Coagulation Factor V Anal Leiden Variant (UNC Lab)	\$73.37	2022
	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
	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
	82270	Hemoccult (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

Department/Program	Description	Current Fee	Last Revision	
	82374	CO2 (UNC Lab)	\$6.03	2019
	82435	CL (UNC Lab)	\$4.60	2022
	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
	82947	GLU (UNC Lab)	\$4.85	2019
	82952	GTT 3 HR (OCHD Lab)	\$25.00	2018
	82962	Glucose Blood Test (UNC Lab)	\$3.28	2022
	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
	83021	Hemoglobin/Thalassemia Profile (UNC Lab)	\$12.87	2022
	83036	Hemoglobin A1C (OCHD Lab)	\$21.00	2006
	83516	Ttg (UNC Lab)	\$11.53	2022
	83540	Iron Profile (FE): IBC (UNC Lab)	\$6.47	2022
	83550	Iron Binding Test (UNC Lab)	\$8.74	2022
	83615	LDH (UNC Lab)	\$6.04	2022
	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
	83735	Assay of Magnesium (UNC Lab)	\$6.70	2022
	83930	Assay of Blood Osmolality (UNC Lab)	\$6.61	2022
	83970	Assay of Parathormone (UNC Lab)	\$41.28	2022
	84080	ALK PHOS (UNC Lab)	\$16.43	2019
	84100	Assay of Inorganic Phosphorus (UNC Lab)	\$4.74	2022
	84132	K (UNC Lab)	\$5.68	2019
	84146	Prolactin (UNC Lab)	\$21.53	2019
	84152	Assay of PSA Complexed (UNC Lab)	\$18.39	2022
	84153	PSA Screen (UNC Lab)	\$20.44	2019
	84154	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

Department/Program	Description	Current Fee	Last Revision
	84702 QUANT HCG/Serum (UNC Lab)	\$15.05	2022
	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
	85303 Clot Inhib Protein C, Activ (UNC Lab)	\$13.84	2022
	85306 Clot Inhib Protein S, Free (UNC Lab)	\$15.32	2022
	85611 Prothrombin Time (UNC Lab)	\$4.38	2019
	85651 SED Rate (UNC Lab)	\$4.27	2019
	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
	86147 Cardiolipin Antibody (UNC Lab)	\$25.45	2022
	86225 DNA Antibody, Nat V-2 Stand (UNC Lab)	\$13.74	2022
	86308 MONO Spot (UNC Lab)	\$6.39	2019
	86336 Inhibin a (UNC Lab)	\$17.32	2019
	86376 Microsomal Antibody (UNC Lab)	\$14.55	2022
	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
	86644 CMV Antibody (UNC Lab)	\$14.39	2022
	86645 CMV Antibody, IGM (UNC Lab)	\$16.85	2022
	86677 H. Pyloric (UNC Lab)	\$16.85	2019
	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
	86747 Parvovirus (UNC Lab)	\$15.03	2022
	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
	86777 Toxoplasma Antibody (UNC Lab)	\$14.39	2022
	86778 Toxoplasma Antibody, IGM (UNC Lab)	\$14.41	2022
	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
	87106 Culture Fungi-Identif (UNC Lab)	\$10.32	2022

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Department/Program		Description	Current Fee	Last Revision
	87166	Sputums (UNC Lab)	\$12.56	2019
	87176	Homogenization, Tissue for Culture (UNC Lab)	\$5.88	2022
	87177	Ova/Parasite Stool Screen (UNC Lab)	\$9.89	2019
	87181	Antibiotic Sens, Agar Diffusn, Ea (UNC Lab)	\$4.75	2022
	87184	Microbe Susceptible Disk (UNC Lab)	\$7.66	2019
	87186	Antibiotic Sens, Mic, Each (UNC Lab)	\$8.65	2022
	87205	STAT Male Smear (UNC Lab)	\$4.75	2019
	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)	\$33.86	2019
	87269	Parasitology Test #9807-Giardia (UNC Lab)	\$13.61	2019
	87272	Parasitology Test #9807-Cryptosporidium (UNC Lab)	\$13.32	2019
	87338	IAAD/A H. Pylori/Stool (UNC Lab)	\$14.38	2022
	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. Lab)	\$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)	\$35.09	2022
	87535	HIV Probe and Reverse Transcript (UNC Lab)	\$35.09	2022
	87536	IADNA HIV 1 Quant & Reverse Transcript (UNC Lab)	\$85.10	2022
	87591	GC NAAT - Bill Together with 87491(Durham Co. Lab)	\$38.99	2019
	87624	Pap HPV (Wake Med Lab)	\$38.99	2019
	87634	RSV DNA/RNA AMP Probe (UNC Lab)	\$70.20	2022
	87635	ADNA SARS-COV-2/COVID19 Amplified Probe TQ (UNC Lab)	\$100.00	2022
	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
	88142	Cytopath Cer/Vag Thin Layer (UNC Lab)	\$20.26	2022
	88175	Pap Thin Prep (Wake Med Lab)	\$29.44	2019
	88341	Imhistochem/Cytchm Each Addl Antibody Slide (UNC Lab)	\$27.37	2022
	88342	Imhistochem/Cytchm Antibody Stain Procedure (UNC Lab)	\$33.82	2022
	90470	Administration of H1N1 Vaccine	\$18.00	2010
	90471	Admin Fee (1 vaccine)	\$20.45	2022
	90472	Admin Fee (2+ vaccines)	\$20.45	2022
	90473	Immunization Adm. - Intranasal/Oral	\$20.45	2022

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Department/Program		Description	Current Fee	Last Revision
	90474	Immunization Adm. - Intranasal/Oral Additional	\$20.45	2022
	90620	Meningococcal recombinant protein and outer membrane vesicle vaccine, serogroup B (MenB-4C), 2 dose schedule - BEXSERO	\$169.72	2022
Medicaid only	90620SL	Meningococcal recombinant protein and outer membrane vesicle vaccine, serogroup B (MenB-4C), 2 dose schedule - BEXSERO	\$0.00	2019
	90621	Meningococcal recombinant lipoprotein vaccine, serogroup B, 2 or 3 dose schedule - TRUMENBA	\$138.93	2022
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	\$40.70	2022
Medicaid only	90632SL	Hepatitis A vaccine, adult dose - HAVRIX	\$0.00	2019
	90633	Hepatitis A vaccine, pediatric/adolescent dose, 2 dose - HAVRIX	\$28.44	2022
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	\$87.50	2022
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	\$28.80	2022
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	\$11.78	2022
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	\$253.60	2022
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	\$59.34	2022
	90670	Pneumococcal conjugate vaccine, 13 valent (PCV13) - PREVNAR 13	\$209.61	2022
Medicaid only	90670SL	Pneumococcal conjugate vaccine, 13 valent (PCV13) - PREVNAR 13	\$0.00	2019
	90675	Rabies Vaccine - IMOVAX RABIES	\$364.12	2022
	90680	Rotavirus vaccine, pentavalent (RV5), 3 dose - ROTATEQ	\$90.42	2022
Medicaid only	90680SL	Rotavirus vaccine, pentavalent (RV5), 3 dose - ROTATEQ	\$0.00	2019
	90681	Rotavirus vaccine, human, attenuated (RV1), live, oral, 2 dose - ROTARIX	\$119.89	2022
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	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	\$18.42	2022
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	\$59.34	2022
	90696	Diphtheria, tetanus toxoid, and acellular pertussis vaccine and inactivated poliovirus vaccine (DTaP-IPV), for 4 to 6 years of age - KINRIX	\$53.67	2022
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	\$54.50	2022
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) - PENTACEL	\$105.28	2022
Medicaid only	90698SL	Diphtheria, tetanus toxoids, acellular pertussis vaccine, haemophilus influenza Type B, and inactivated poliovirus vaccine (DTaP-IPV/Hib) - PENTACEL	\$0.00	2019
	90700	Diphtheria, tetanus toxoids, and acellular pertussis vaccine (DTaP), for 7 years or younger - DAPTACEL	\$26.02	2022
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	\$21.53	2022
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	\$87.31	2022
Medicaid only	90707SL	Measles, mumps, and rubella virus vaccine (MMR), live - M-M-R II	\$0.00	2019
	90710	Measles, mumps, and rubella AND varicella virus vaccine, live-PROQUAD	\$250.01	2022
	90713	Poliovirus vaccine (IPV), inactivated - IPOL	\$36.80	2022
Medicaid only	90713SL	Poliovirus vaccine (IPV), inactivated - IPOL	\$0.00	2019
	90714	Tetanus and diphtheria toxoids (Td) adsorbed, preservative free, for 7 years or older - TENIVAC	\$33.07	2022
Medicaid only	90714SL	Tetanus and diphtheria toxoids (Td) adsorbed, preservative free, for 7 years or older - TENIVAC	\$0.00	2019
	90715	Tetanus, diphtheria toxoids and acellular pertussis vaccine (Tdap), for to 7 years or older - ADACEL	\$43.12	2022
Medicaid only	90715SL	Tetanus, diphtheria 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

Department/Program		Description	Current Fee	Last Revision
	90723	Diphtheria, tetanus toxoids, acellular pertussis vaccine, Hepatitis B, and inactivated poliovirus vaccine (DTaP-Hep B-IPV) - PEDIARIX	\$74.20	2022
Medicaid only	90723SL	Diphtheria, tetanus toxoids, acellular pertussis vaccine, Hepatitis B, and inactivated poliovirus vaccine (DTaP-Hep B-IPV) - PEDIARIX	\$0.00	2019
	90732	Pneumococcal polysaccharide vaccine, 23-valent (PPSV23), adult or immunosuppressed patient dosage, when administered to 2 years or older - PNEUMOVAX 23	\$117.08	2022
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	\$114.30	2022
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	\$141.00	2022
Medicaid only	90734SL	Meningococcal conjugate vaccine, serogroups A,C,Y and W-135 quad (MenACWY or MCV4) - MENACTRA	\$0.00	2019
	90744	Hepatitis B vaccine (Hep B), pediatric/adolescent dosage, 3 dose - ENGERIX PEDS	\$17.06	2022
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	\$20.14	2022
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	\$43.12	2022
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	\$108.41	2022
	90739SL	Hepatitis B vaccine (Hep B), adult dosage, 2 dose - HEPLISAV	\$0.00	2019
	90750	Zoster Vaccine recombinant, adjuvanted, 50 years or older - SHINGRIX	\$161.85	2022
Medicaid only	90750SL	Zoster Vaccine recombinant, adjuvanted, 50 years or older - SHINGRIX	\$0.00	2019
	90772	Therapeutic prophylactic/diagnostic 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

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Department/Program		Description	Current Fee	Last Revision
	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
	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
	99212	Estab Office/Outpt Tx Prob Focused E&M	\$100.00	2012
	99213	Estab Office/Outpt Tx Expanded Focused E&M	\$150.00	2012
	99214	Estab Office/Outpt Tx Detailed E&M	\$225.00	2012
	99215	Estab Office/Outpt Tx Comprehensive E&M	\$305.00	2012
	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
	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
	99401	Covid Counseling-Preventive Medicine Counseling, 15 min.	\$45.00	2022
	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
	99441	Telephone Evaluation 5-10 min	\$15.00	2021
	99442	Telephone Evaluation 11-20 min	\$25.00	2021
	99443	Telephone Evaluation 21-30 min	\$30.00	2021
	99499	DOT Physical	\$100.00	2019

Department/Program		Description	Current Fee	Last Revision
	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
	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
	J1050	Medroxyprogesterone acetate, 1 mg (150 units)	\$0.87	2022
Medicaid only	J1050ud	Medroxyprogesterone acetate, 1 mg (150 units)	\$0.87	2022
	J1200	Diphenhydramine HCL/Benadryl up to 50mg	\$6.00	2009
	J1725	Injection hydroxyprogesterone caproate, 1 mg (250 units)	\$3.00	2015
	J1885	Ketorolac IM Injection, per 15mg (Toradol)	\$20.00	2022
	J2550	Promethazine _mg	\$8.00	2009
	J2790	Rhogam Injection	\$88.00	2012
	J3420	B-12 Injection	\$6.00	2009
	J7300	Paragard IUD	\$253.58	2022
Medicaid only	J7300ud	Paragard IUD	\$253.58	2022
	J7296	Kyleena IUD	\$249.00	2021
Medicaid only	J7296ud	Kyleena IUD	\$249.00	2021
	J7301	Skyla IUD	\$142.49	2022
Medicaid only	J7301ud	Skyla IUD	\$142.49	2022
	J7297	Liletta IUD	\$100.00	2021
Medicaid only	J7297ud	Liletta IUD	\$100.00	2021
	J7298	Mirena IUD	\$249.00	2019
Medicaid only	J7298ud	Mirena IUD	\$249.00	2019
	J7303	Nuvaring (3 pack)	\$10.45	2020
	J7303ud	Nuvaring (3 pack)	\$10.45	2020
	J7307	Nexplanon	\$399.00	2019
Medicaid only	J7307ud	Nexplanon	\$399.00	2019
	Q2037	Fluvirin Vacc, 3 yrs & >, IM	\$31.00	2015
	Q2038	Fluzone Vacc, 3 yrs & >, IM	\$40.00	2015
Medicaid only	S0280	PMH Risk Screening	\$50.00	2015
Medicaid only	S0281	Postpartum Risk Screening	\$150.00	2015
Self-Pay only	S4993	Oral Contraceptive Pills	\$5.00	2012
	S5000	Prescription Drug Dispensing	\$4.00	2021
	S9465	Diabetic management program, dietitian visit	\$35.00	2011
	S9470	Nutritional counseling, dietitian visit	\$35.00	2011
	S9442	Birthing classes	8.69/ 1 hr block	2013
	S5001	Plan B/Ella Emergency Contraception	\$19.71	2022
	T1002	RN Services up to 15 min.	\$21.00	2005
	U0005	HC COVID-19 High Throughput (UNC Lab Add on Payment)	\$0.00	2022
** UNC and State Lab Fees are established by reference lab and not by OCHD				

Department/Program	Description	Current Fee	Last Revision
<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
<i>Solid Waste - Enterprise Fund</i>			
	Solid Waste Programs Fee - Orange County	\$142.00	2019
	Solid Waste Programs Fee - City of Mebane	\$94.72	2020
<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
<i>Landfill</i>			
	Construction & Demo	\$42.00/ton	2020
	Clean Wood/Vegetative Waste	\$20.00/ton	2016
	Conventional Yard Waste Mulch	\$25.00/3cubic yard scoop	2012
	Decorative Red Mulch & Compost	\$40.00/one cubic yard scoop	2021
	Decorative Red Mulch & Compost	\$6.00 per bag	2021
	Mulch on Sale	\$12.50	2021
	Stumps & Land Clearing Waste	\$42.00/ton	2020
	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	\$50.00	2020
	Mulch Delivery Fee >20 Miles From Landfill	\$75.00	2020
<i>Environmental Support</i>			
	Appliances (White Goods)	No charge	
	Scrap Metal	No charge	
	Cardboard	No charge	
	Regulated Recyclable Materials Facility Certification	\$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

Department/Program	Description	Current Fee	Last Revision
	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
Community Relations/Visitors Bureau			
	Occupancy Tax Rate	3% of gross receipts derived from rental of accommodations in the County	2008
Sportsplex	Fitness Memberships		
	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%)		
	Kidsplex		
	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

Department/Program	Description	Current Fee	Last Revision
		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
	Pool		
	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
	Ice Rink		
	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
	Field House		
	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

⁽¹⁾ Pursuant to the North Carolina Sediment Act under G.S. 113A-60(a), as amended with Session Law 2021-121 HB 489 for approved subdivisions and/or common plan of development with single-family lots less than 1 acre, the erosion control fee for the single-family lot shall be set at no more than one hundred dollars (\$100.00) per lot/acre developed. The remainder of the erosion control fee (i.e. additional land disturbance areas outside of the single-family lots such as roads and common areas) shall be calculated per the applicable erosion control land basis rates as listed in published Erosion Control, Stormwater and Engineering Fee Schedule.

Department/Program	Description	Current Fee	Last Revision
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⁽²⁾ The Planning and Inspection Director has the discretionary authority to waive building permitting fees associated with critical events including natural causes. Only work associated with repairing the immediate damage would be subject to waiver.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Accept the Ten-Year Capital Investment Plan (CIP) and Approve the Orange County Overall CIP Projects of \$40,610,532 for FY 2022-23

DEPARTMENT: County Manager and Finance
and Administrative Services

ATTACHMENT(S):

1. FY 2022-32 Capital Investment Plan Overall Summary
2. County Capital Approved FY 2022-23 CIP Projects Summary
3. Proprietary Capital Approved FY 2022-23 CIP Projects Summary
4. School Capital Approved FY 2022-23 CIP Projects Summary

INFORMATION CONTACT:

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PURPOSE: To accept the FY 2022-32 Orange County Five-Year Capital Investment Plan (CIP), and approve the Orange County Overall CIP Projects of \$40,610,532 for FY 2022-23.

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

The CIP has been prepared anticipating moderate economic growth of approximately 2% in property tax growth over the next five years, and 4% sales tax growth. Many of the projects in the CIP will rely on debt financing to fund the projects.

Attachment 1 is the FY 2022-32 Capital Investment Plan Overall Summary of \$40,610,532 (individual projects were provided to the Board of County Commissioners at previous work sessions, and revised project funding was discussed at the June 9, 2022 budget work session).

Attachment 2 lists County Capital Projects Summary totaling \$10,854,009 in FY 2022-23 (Year 1).

Attachment 3 lists Proprietary Capital Projects Summary totaling \$1,242,363 in FY 2022-23 (Year 1).

Attachment 4 lists School Capital Projects Summary totaling \$28,514,160 in FY 2022-23 (Year 1).

FINANCIAL IMPACT: The financial impact is as noted in the attachments. The Ten-Year Capital Investment Plan is a long-range planning tool with a financial impact in FY 2022-23.

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

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

RECOMMENDATION(S): The Manager recommends that the Board accept the FY 2022-32 Orange County Ten-Year Capital Investment Plan, and approve funding for FY 2022-23 and adopt the FY 2022-23 County Capital projects as stated in Attachment 2; the FY 2022-23 Proprietary Capital projects as stated in Attachment 3; and the FY 2022-23 School Capital projects as stated in Attachment 4.

Orange County Capital Investment Plan - Plan Summary - APPROVED
Fiscal Years 2022-32

Appropriations	Current Fiscal Year 2021-22	Year 1 Fiscal Year 2022-23	Year 2 Fiscal Year 2023-24	Year 3 Fiscal Year 2024-25	Year 4 Fiscal Year 2025-26	Year 5 Fiscal Year 2026-27	Year 6 Fiscal Year 2027-28	Year 7 Fiscal Year 2028-29	Year 8 Fiscal Year 2029-30	Year 9 Fiscal Year 2030-31	Year 10 Fiscal Year 2031-32	Ten Year Total
County	19,867,450	10,854,009	16,432,121	8,672,610	11,105,521	17,958,433	7,977,446	16,979,310	17,015,653	8,205,104	9,930,720	125,130,927
Proprietary												
Solid Waste	3,136,311	722,363	2,216,757	3,095,077	2,057,822	2,120,692	776,001	440,423	1,434,803	528,976	2,022,097	15,415,011
Sportsplex	405,000	520,000	1,000,000	1,105,000	775,000	380,000	200,000	155,000	150,000	105,000	250,000	4,640,000
Water & Sewer Utilities	1,350,000			945,000								945,000
Proprietary Total	4,891,311	1,242,363	3,216,757	5,145,077	2,832,822	2,500,692	976,001	595,423	1,584,803	633,976	2,272,097	21,000,011
School												
Bond Referendum						45,000,000		45,000,000		40,000,000		130,000,000
Chapel Hill-Carrboro City Schools	8,318,268	18,088,811	28,492,464	6,527,296	6,632,804	6,741,491	6,853,463	6,968,830	7,087,707	7,210,210	7,336,465	101,939,541
Orange County Schools	19,186,596	9,925,349	15,634,893	4,577,325	4,651,313	4,727,530	4,806,052	4,886,954	4,970,317	5,056,225	5,144,761	64,380,719
Durham Tech Community College		500,000	10,500,000									11,000,000
School Total	27,504,864	28,514,160	54,627,357	11,104,621	11,284,117	56,469,021	11,659,515	56,855,784	12,058,024	52,266,435	12,481,226	307,320,260
Appropriations Total	52,263,625	40,610,532	74,276,235	24,922,308	25,222,460	76,928,146	20,612,962	74,430,517	30,658,480	61,105,515	24,684,043	453,451,198
Revenues/Funding Sources												
Article 46 Sales Tax Proceeds	2,160,288	2,343,100	2,185,143	2,272,549	2,363,450	2,457,989	2,556,309	2,658,561	2,764,903	2,875,499	2,990,519	25,468,022
Contributions from Other Infrastructure Partners	50,000	62,500					237,550	3,830,600	15,000	98,000		4,243,650
Debt Financing	17,425,027	8,226,977	11,343,968	5,856,234	8,397,171	14,424,948	5,206,411	9,829,597	14,467,168	5,073,619	7,297,235	90,123,328
Debt Financing - Article 46 Sales Tax	1,350,000			945,000								945,000
Debt Financing - Bond Proceeds	13,308,000					45,000,000		45,000,000		40,000,000		130,000,000
Debt Financing - Durham Tech		500,000	10,500,000									11,000,000
Debt Financing - School Improvements	10,774,222	23,310,706	39,039,860	5,629,718	5,418,313	5,508,678	5,600,852	5,694,869	5,790,767	5,888,582	5,988,353	107,870,698
Debt Financing - Solid Waste	2,540,307		971,106	2,321,279	1,246,472	1,336,426			615,258		1,092,486	7,583,027
Debt Financing - Sportsplex	405,000	520,000	900,000	1,050,000	650,000	375,000	150,000	25,000	150,000	50,000	125,000	3,995,000
Grant Funding	733,500	833,382	350,000	750,000	532,800	1,250,000	250,000	1,035,628	250,000	750,000	250,000	6,251,810
Lottery Proceeds	1,402,354	1,402,354	1,402,354	1,402,354	1,402,354	1,402,354	1,402,354	1,402,354	1,402,354	1,402,354	1,402,354	14,023,540
NCDEQ Reimbursement Fund			3,000,000									3,000,000
Partner Funding - County Capital		9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	109,000	190,000
Register of Deeds Fees	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	800,000
Sale of Fixed Asset	240,000											
Solid Waste Funds	356,004	722,363	1,245,651	773,798	811,350	784,266	776,001	440,423	819,545	528,976	929,611	7,831,984
Sportsplex Funds			100,000	55,000	125,000	5,000	50,000	130,000		55,000	125,000	645,000
Transfer from General Fund	840,496	2,600,150	3,149,153	3,777,376	4,186,550	4,294,485	4,294,485	4,294,485	4,294,485	4,294,485	4,294,485	39,480,139
Transfer from Other Funds	598,427											
Revenues/Funding Sources Total	52,263,625	40,610,532	74,276,235	24,922,308	25,222,460	76,928,146	20,612,962	74,430,517	30,658,480	61,105,515	24,684,043	453,451,198

County Capital Projects Summary - APPROVED
Fiscal Years 2022-32

	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Ten
Appropriations	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Year
	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
County Assets and Community Centers	14,292,142	5,922,258	4,824,131	4,164,217	6,899,318	4,697,680	3,443,816	4,498,110	2,933,601	4,152,581	5,571,270	47,106,982
Public Safety	2,760,308	1,260,195	4,788,500	1,799,525	1,511,101	4,568,000	200,000	1,100,000	4,300,000	200,000	200,000	19,927,321
Information Technology	1,664,000	1,281,556	1,144,990	698,868	1,410,102	877,000	1,397,000	907,000	1,417,000	927,000	1,437,000	11,497,516
Parks, Open Space and Trail Development	1,151,000	2,390,000	5,674,500	2,010,000	1,285,000	7,815,753	2,936,630	10,474,200	8,365,052	2,925,523	2,722,450	46,599,108
Appropriations Total	19,867,450	10,854,009	16,432,121	8,672,610	11,105,521	17,958,433	7,977,446	16,979,310	17,015,653	8,205,104	9,930,720	125,130,927
Revenues/Funding Sources												
Article 46 Sales Tax Proceeds	140,000	242,000										242,000
Contributions from Other Infrastructure Partners	50,000	62,500					237,550	3,830,600	15,000	98,000		4,243,650
Debt Financing	17,425,027	8,226,977	11,343,968	5,856,234	8,397,171	14,424,948	5,206,411	9,829,597	14,467,168	5,073,619	7,297,235	90,123,328
Grant Funding	733,500	833,382	350,000	750,000	532,800	1,250,000	250,000	1,035,628	250,000	750,000	250,000	6,251,810
NCDEQ Reimbursement Fund			3,000,000									3,000,000
Partner Funding - County Capital		9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	109,000	190,000
Register of Deeds Fees	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	800,000
Transfer from General Fund	840,496	1,400,150	1,649,153	1,977,376	2,086,550	2,194,485	2,194,485	2,194,485	2,194,485	2,194,485	2,194,485	20,280,139
Transfer from Other Funds	598,427											
Revenues/Funding Sources Total	19,867,450	10,854,009	16,432,121	8,672,610	11,105,521	17,958,433	7,977,446	16,979,310	17,015,653	8,205,104	9,930,720	125,130,927

Proprietary Projects Summary - APPROVED
Fiscal Years 2022-32

	Current Fiscal Year 2021-22	Year 1 Fiscal Year 2022-23	Year 2 Fiscal Year 2023-24	Year 3 Fiscal Year 2024-25	Year 4 Fiscal Year 2025-26	Year 5 Fiscal Year 2026-27	Year 6 Fiscal Year 2027-28	Year 7 Fiscal Year 2028-29	Year 8 Fiscal Year 2029-30	Year 9 Fiscal Year 2030-31	Year 10 Fiscal Year 2031-32	Ten Year Total
Appropriations												
Water & Sewer Utilities	1,350,000	945,000										945,000
Solid Waste	3,136,311	722,363	2,216,757	3,095,077	2,057,822	2,120,692	776,001	440,423	1,434,803	528,976	2,022,097	15,415,011
Sportsplex	405,000	520,000	1,000,000	1,105,000	775,000	380,000	200,000	155,000	150,000	105,000	250,000	4,640,000
Appropriations Total	4,891,311	1,242,363	3,216,757	5,145,077	2,832,822	2,500,692	976,001	595,423	1,584,803	633,976	2,272,097	21,000,011
Revenues/Funding Sources												
Debt Financing - Article 46 Sales Tax	1,350,000	945,000										945,000
Debt Financing - Solid Waste	2,540,307		971,106	2,321,279	1,246,472	1,336,426			615,258		1,092,486	7,583,027
Debt Financing - Sportsplex	405,000	520,000	900,000	1,050,000	650,000	375,000	150,000	25,000	150,000	50,000	125,000	3,995,000
Sale of Fixed Asset	240,000											
Solid Waste Funds	356,004	722,363	1,245,651	773,798	811,350	784,266	776,001	440,423	819,545	528,976	929,611	7,831,984
Sportsplex Funds			100,000	55,000	125,000	5,000	50,000	130,000		55,000	125,000	645,000
Revenues/Funding Sources Total	4,891,311	1,242,363	3,216,757	5,145,077	2,832,822	2,500,692	976,001	595,423	1,584,803	633,976	2,272,097	21,000,011

Attachment 4

School Projects Summary - APPROVED
Fiscal Years 2022-32

Appropriations	Current Fiscal Year 2021-22	Year 1 Fiscal Year 2022-23	Year 2 Fiscal Year 2023-24	Year 3 Fiscal Year 2024-25	Year 4 Fiscal Year 2025-26	Year 5 Fiscal Year 2026-27	Year 6 Fiscal Year 2027-28	Year 7 Fiscal Year 2028-29	Year 8 Fiscal Year 2029-30	Year 9 Fiscal Year 2030-31	Year 10 Fiscal Year 2031-32	Ten Year Total
Bond Referendum						45,000,000		45,000,000		40,000,000		130,000,000
Chapel Hill-Carrboro City Schools												
Bond Referendum	1,922,000											
Chapel Hill-Carrboro City Schools												
Article 46 Sales Tax Proceeds	1,219,446	1,235,027	1,284,427	1,335,804	1,389,236	1,444,806	1,502,598	1,562,702	1,625,210	1,690,218	1,757,827	14,827,855
Debt Financing - School Improvements	2,519,561	2,502,680	2,552,733	2,603,788	2,655,864	2,708,981	2,763,161	2,818,424	2,874,793	2,932,288	2,990,934	27,403,646
Lottery Proceeds	846,461	824,304	824,304	824,304	824,304	824,304	824,304	824,304	824,304	824,304	824,304	8,243,040
Recurring Capital Items	1,810,800	1,763,400	1,763,400	1,763,400	1,763,400	1,763,400	1,763,400	1,763,400	1,763,400	1,763,400	1,763,400	17,634,000
Supplemental Deferred Maintenance Program		11,763,400	22,067,600									33,831,000
Chapel Hill-Carrboro City Schools Total	8,318,268	18,088,811	28,492,464	6,527,296	6,632,804	6,741,491	6,853,463	6,968,830	7,087,707	7,210,210	7,336,465	101,939,541
Orange County Schools												
Bond Referendum	11,386,000											
Orange County Schools												
Article 46 Sales Tax Proceeds	800,842	866,073	900,716	936,745	974,214	1,013,183	1,053,711	1,095,859	1,139,693	1,185,281	1,232,692	10,398,167
Debt Financing - School Improvements	1,654,661	1,755,026	1,790,127	1,825,930	1,862,449	1,899,697	1,937,691	1,976,445	2,015,974	2,056,294	2,097,419	19,217,052
Lottery Proceeds	555,893	578,050	578,050	578,050	578,050	578,050	578,050	578,050	578,050	578,050	578,050	5,780,500
Recurring Capital Items	1,189,200	1,236,600	1,236,600	1,236,600	1,236,600	1,236,600	1,236,600	1,236,600	1,236,600	1,236,600	1,236,600	12,366,000
Supplemental Deferred Maintenance Program	3,600,000	5,489,600	11,129,400									16,619,000
Orange County Schools Total	19,186,596	9,925,349	15,634,893	4,577,325	4,651,313	4,727,530	4,806,052	4,886,954	4,970,317	5,056,225	5,144,761	64,380,719
Durham Tech Community College		500,000	10,500,000									11,000,000
Appropriations Total	27,504,864	28,514,160	54,627,357	11,104,621	11,284,117	56,469,021	11,659,515	56,855,784	12,058,024	52,266,435	12,481,226	307,320,260
Revenues/Funding Sources												
Article 46 Sales Tax Proceeds	2,020,288	2,101,100	2,185,143	2,272,549	2,363,450	2,457,989	2,556,309	2,658,561	2,764,903	2,875,499	2,990,519	25,226,022
Debt Financing - Bond Proceeds	13,308,000					45,000,000		45,000,000		40,000,000		130,000,000
Debt Financing - Durham Tech		500,000	10,500,000									11,000,000
Debt Financing - School Improvements	10,774,222	23,310,706	39,039,860	5,629,718	5,418,313	5,508,678	5,600,852	5,694,869	5,790,767	5,888,582	5,988,353	107,870,698
Lottery Proceeds	1,402,354	1,402,354	1,402,354	1,402,354	1,402,354	1,402,354	1,402,354	1,402,354	1,402,354	1,402,354	1,402,354	14,023,540
Transfer from General Fund		1,200,000	1,500,000	1,800,000	2,100,000	2,100,000	2,100,000	2,100,000	2,100,000	2,100,000	2,100,000	19,200,000
Revenues/Funding Sources Total	27,504,864	28,514,160	54,627,357	11,104,621	11,284,117	56,469,021	11,659,515	56,855,784	12,058,024	52,266,435	12,481,226	307,320,260

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Amendments to the Network Development Agreement for Broadband Deployment with North State Communications Advanced Services

DEPARTMENT: County Manager

ATTACHMENT(S):

Amended Contract with North State Communications Advanced Services, LLC

- A. Amended Service Area Map
- B. Amended Mutually Agreed Service Sites (188 Page Document Only Available Electronically at: www.orangecountync.gov/servicesites)
- C. Amended Construction Plan and Timeline

INFORMATION CONTACT:

Travis Myren, 919-245-2308
James Bryan, 919-245-2319

PURPOSE: To approve amendments to the Network Development Agreement with North State Communications Advanced Services, LLC to deploy broadband service in unserved locations in Orange County.

BACKGROUND: On April 26, 2022, the Board of Commissioners authorized the County Manager to execute a Network Development Agreement with North State Communications to deploy a fiber optic broadband network to unserved locations in Orange County. Unserved locations are defined by State law as locations that do not have access to internet service that provides speeds of 25 megabits per second (mbps) download and 3 mbps upload. The statutory authority under which the County is authorized to make grants for broadband deployment only allows those grant funds to be used to serve unserved locations.

During the meeting at which the agreement was originally considered, an attorney representing Spectrum Communications asserted that many of the addresses in the proposed service area were served by Spectrum and, therefore, were not unserved. If that were the case, County grant funds could not be used to fund connections to those addresses. County staff delayed the final execution of the agreement with North State pending resolution of this dispute with Spectrum Communications.

Due to the nature of the telecommunications industry, identifying specific unserved addresses is difficult. There is no official map that identifies specific locations or addresses that are defined as served or unserved. The Federal Communication Commission (FCC) maps, for example, are imprecise since they only provide information by census block, not specific addresses within that census block. North State compiled a list of addresses that the company believed were unserved based on their engineering and mapping. The only way to verify addresses that are served by Spectrum Communications is to individually search for them on the Spectrum website.

Spectrum Communications initially claimed that the company provided service to over 4,700 addresses that were intended to be funded with County grant funds. Through a verification process that included staff from the County, North State Communications, and Spectrum Communications, the list of served addresses was refined to 3,528. While the number of addresses that are funded with County grant funds has decreased, the total number of addresses served, linear miles of fiber installed, and the cost to install the fiber is not impacted. The disputed addresses are in locations that are either along the fiber route that will be needed to reach the unserved addresses or are in more densely populated areas which North State has a strong economic interest to serve.

The proposed contract amendments refine the list of addresses funded with County grant dollars and address concerns raised since the original contract was considered.

1. Refining addresses funded with the County grant

The proposed contract amendment revises the number of addresses funded with County grant dollars from 9,898 to no less than 6,370 with corresponding changes to the address list in Attachment B. The amendment also generally prohibits County grant funds from being to be used to provide service to already served locations.

2. Expansion of the service area

The original service area defined in the contract only included those areas where the County had identified unserved households. The North State construction plan extends beyond that area. The contract amendment proposes to expand the service area to include the entirety of North State's planned construction. This means that North State will be obligated to serve any unserved address in the expanded service area and that those addresses will be automatically added to the list of addresses in Attachment B.

The only limitation to this obligation outside of the original grant area is if the cost of the fiber extension would be double the average cost of passing homes in the service area. The average cost to pass each address is \$3,700, so twice the average cost would be \$7,400. This cost is equivalent to an installation of greater than a mile to serve less than eight homes.

3. Price and network performance protections expanded to the entire service area.

The original contract included a mandatory low cost service option, limitations on price increases, and performance guarantees for network reliability and performance for addresses funded through the agreement. The contract amendment extends these protections to any address in the service area.

4. Low cost service offering modified to remove cost barriers

The original contract required a low cost service to be available to subscribers in Orange County to help remove barriers to access. That original offering was 200 mbps symmetrical

service for \$40 per month. The contract amendment proposes to change the low cost option to 100 mbps symmetrical service for \$30 per month which is equivalent to the discount offered through the FCC’s Affordable Connectivity Plan. Aligning these amounts will remove all cost barriers associated with paying for monthly service.

5. Payment schedule revised to reflect new address list

The original agreement required the County to pay up to \$10 million in American Rescue Plan Act (ARPA) funds as a grant to North State in three installments. The number of connections that would have to be enabled to receive the final installment has been revised to comport with the new list of addresses, changing from 6,898 to 3,396.

6. Construction schedule revised to reflect new address list

Based on the location of the households contained in the new list of addresses, the contract amendment delays the completion of phase 1 of the project from April of 2023 to June of 2023. The sequencing of the remaining phases is consistent with the initial plan. The number of homes served during each phase has also been changed to reflect the change in the number of locations funded with County grant funds.

Phase	Homes Added	Date
1	1,000	June 2023
2	1,000	September 2023
3	1,000	December 2023
4	1,000	March 2024
5	1,000	June 2024
6	1,370	September 2024
TOTAL	6,370	

7. Adjacent addresses not included in the expanded service area

Some addresses in Orange County that are adjacent to the service area were not included due to engineering constraints. Although not part of the revised contract language, the County and North State have agreed to revisit those addresses once final engineering is completed in December 2022. At that time, North State will have finalized the specific fiber routes and will be able to confidently advise the County on what would be necessary to extend service to unserved households in these limited areas.

FINANCIAL IMPACT: The cost to execute the Network Development Agreement is not proposed to change. Prior Board action allocated up to \$10 million in American Rescue Plan Act funds as a grant to North State Communications Advanced Services, LLC to construct, operate, and maintain a fiber to the premises network in unserved and underserved parts of Orange County.

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

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**
The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.
- **GOAL: ENABLE FULL CIVIC PARTICIPATION**
Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

ENVIRONMENTAL IMPACT: The following Orange County Environmental Responsibility Goal impacts are associated with this item:

- **CLEAN OR AVOIDED TRANSPORTATION**
Implement programs that monitor and improve local and regional air quality by: 1) promoting public transportation options; 2) decreasing dependence on single-occupancy vehicles, and 3) otherwise minimizing the need for travel.
- **RESULTANT IMPACT ON NATURAL RESOURCES AND AIR QUALITY**
Assess and where possible mitigate adverse impacts created to the natural resources of the site and adjoining area. Minimize production of greenhouse gases.

RECOMMENDATION(S): The Manager recommends that the Board approve and authorize the County Manager to sign the amended Network Development Agreement and any amendments that do not exceed the contract amount with North State Communications Advanced Services, LLC to construct, operate, and maintain a fiber to the premises network in unserved parts of Orange County.

[Departmental Use Only]
TITLE Broadband Acceleration
FY 2021-22

NORTH CAROLINA

NETWORK DEVELOPMENT AGREEMENT

ORANGE COUNTY

THIS NETWORK DEVELOPMENT AGREEMENT (hereinafter called “Agreement”), made as of the 26th day of April 2022, by and between North State Communications Advanced Services, LLC (hereinafter called “North State” or the “Provider”) and Orange County, a political subdivision of the State of North Carolina (hereinafter called the “County” or “Orange County.”).

WITNESSETH:

1. The County is a recipient of a federal award under the Coronavirus Local Fiscal Recovery Fund, created under section 603 of the Social Security Act (42 U.S.C. § 803), as amended by Section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) (“ARPA Award” or “Award”).
2. The County desires to utilize ARPA Award funds in part to support the development of necessary broadband infrastructure within the County.
3. Provider, a regional provider of communications networks and services, responded to a September 13, 2021 (with an Addendum on October 11, 2021) Request for Proposal issued by the County, in which the County sought to identify broadband solutions to serve unserved and underserved areas in the County (“RFP”).
4. After considering all responses to the RFP, Provider’s proposal was selected as the winning proposal.
5. The County desires to use some of its Award funds to make a subaward to Provider for broadband network development in Orange County.

NOW, THEREFORE, the Provider and the County, for the consideration herein named, agree as follows:

1. CONTRACT DOCUMENTS; PRIORITY

The Contract Documents consist of this Agreement and all Attachments thereto; the Orange County Request for Proposals (RFP) #367-OC 5330: Broadband Service to Unserved Areas and addenda thereto; the ARPA Subrecipient Agreement; and the Provider’s Proposal in response to the RFP. North State agrees to execute an ARPA Subrecipient Agreement substantially in the form of Attachment D. The Contract Documents form the Contract. In the event of any inconsistency between or among the Contract Documents, the Contract Documents shall be interpreted in the following order of priority:

- a. This Agreement
- b. Orange County Broadband Request for Proposals and addenda thereto.
- c. The Service Area Map (Attachment A) and its associated electronic data including GIS address points in KMZ format (incorporated by reference), hereinafter collectively called “Service Area Map.”
- d. Mutually Agreed Service Sites (Attachment B)

- e. ARPA Sub-recipient Agreement
- f. Provider Proposal in response to the RFP.
- g. Customer Service Quality Metrics
- h. County XPON Sites

2. TABLE OF EXHIBITS MADE PART OF THIS AGREEMENT

Attachment A -- Service Area Map
 Attachment B – Mutually Agreed Service Sites
 Attachment C – Construction Plan and Timeline
 Attachment D – ARPA Subrecipient Agreement
 Attachment E – Customer service quality metrics
 Attachment F – County XPON Sites

3. DEFINITIONS

“Agreement” shall mean this Agreement, any and all Exhibits and Attachments thereto, and any Addenda to which the Parties may agree from time to time.

“Authorities” means the United States Treasury Department, and any other governmental entities or authorities having jurisdiction over the County and Subrecipients concerning the Award.

“Applicable Standards” means all applicable rules and regulations and engineering and safety standards governing the installation, maintenance, and operation of Network facilities and the performance of all work in public and private rights of way, and includes the most current versions of National Electric Safety Code (“NESC”); the National Electrical Code (“NEC”); the regulations of the Federal Communications Commission (“FCC”), the Occupational Safety and Health Administration (“OSHA”), and other pertinent federal agencies; provisions of a city’s, a county’s, or State of North Carolina’s building, construction, zoning, and safety codes; and rules and regulations relating to permits for occupation of public rights of way; each of which is incorporated by reference in to this Agreement, and/or other reasonable safety, engineering, architectural or aesthetic requirements of a local, state, or federal authority having jurisdiction over such facilities.

“Authorizations” means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of way or facilities; access rights to private property and public rights of way; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation, or use of tangible or intangible public or private property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

“Authorization Fees” means all permit, right-of-way, easement, pole attachment, franchise, encroachment, or license fee, charge or assessment of any kind applicable to the placement and maintenance of the Network appurtenances, whether imposed by a governmental authority or a private entity.

“Broadband Internet Access Service”, consistent with the Federal Communications Commission definition in 47 C.F.R § 8.1(b), is a mass-market retail service that provides the capability to transmit data to and receive data from all or substantially all internet endpoints. This is distinct from and does not include enterprise-grade dedicated internet services.

“Communication Services” means the services to be provided to Customers by Provider using the Network.

“Customer” means a residence, business, or any other entity that lawfully receives Communication Services via the Network.

“Customer Premises Equipment” means terminal and associated equipment and inside wiring located at a Customer premises that is necessary for the receipt of Communication Services.

“Fiber-to-the-Premises” (FTTP) means a fiber optic cable delivery medium in which optical fibers are run directly to a Customer premises.

“Final Rule” means the U.S. Treasury Department Final Rule relating to the use of Coronavirus State and Local Fiscal Recovery Funds, initially published January 6, 2022 and effective on April 1, 2022, proposing rules at 31 CFR Part 35, Subpart A.

“Location” means the site of a potential or current Customer found in the Mutually Agreed Service Sites (Attachment B).

“Maintenance” means work that must be performed upon or to the Network to ensure the physical integrity of the Network and continuity of acceptable signal transmission to and from a Customer for the purpose of delivering Communication Services in a manner consistent with industry standards, this Agreement, and any applicable service quality metrics including the customer service quality metrics in Attachment E.

“Network” means the fiber-to-the-premises network described in this Agreement, to be developed by Provider using Subaward funds. The Network includes, without limitation, fiber optic cable, conduits, manholes, handholes, cabinets, structures, shelters, poles or pole line attachments, and routers, switches, optical equipment, wireless equipment, customer premises equipment, and all associated network facilities and equipment, as well as all intangible rights and property necessary or used for Network construction, operation, and maintenance. The Network does not include network facilities developed by Provider using Provider funds, as may be the case in areas for which federal support is authorized to a winning bidder under the Rural Digital Opportunity Program (“RDOF”).

“Passed or Pass” means that the Network traverses the road on which the user location is located, such that connecting the Customer requires only construction of a Service Drop rather than construction in or along the road.

“Project” means activities related to the construction, installation, and activation of the Network as described in this Agreement, including commencement of Communication Services.

“Regulations” means all compliance, reporting and other rules and regulations applicable to the County, as the primary recipient of Award funds, including those that flow through to Provider as a Subrecipient, for the receipt of Award and Subaward funds and the Network development purposes described in this Agreement.

“Service Drop” or “Drop” means the fiber optic cable that connects the Network to a Customer’s premises. In general, a Drop will be installed only when Communication Service is ordered by a Customer.

“Subaward” means the subaward made to Provider by the County using Award funds, in the amount and for the purposes described in this Agreement.

“Unserviced” means a location is not reliably served as of the effective date of this Agreement, by terrestrially deployed broadband service with transmission speeds of at least 25 Mbps download speed and 3 Mbps of upload speed, as determined by the County.

“Work” means the network development activities to be undertaken by Provider, as set forth in the Contract Documents.

4. TERM

This Agreement shall become effective as of the date executed by the Parties and shall terminate upon the earliest of:

1. Mutual written consent of the Parties; or
2. Five years after closeout of the Project and all Subawards (closeout requirements being defined in Section 15); or
3. Termination as a result of an uncured breach, as described in Section 19.

5. SCOPE OF WORK

- a. Provider will engineer, construct, activate, operate and maintain a fiber-to-the-premises (“FTTP”) network as more fully described in Attachments. Provider shall furnish and deliver all of the materials, and perform, and be fully responsible for, all of the Work required by this Agreement within the time period stipulated in the Term of this contract.

6. NETWORK DESCRIPTION

- a. The Network will be a FTTP network consisting of approximately 45 fiber distribution hubs and over 615 miles fiber within Orange County. (Network routes and service areas are more fully described in Attachment A.) The Network will enable provision of Communication Services to no less than 6,370 locations along the route (the “Mutually Agreed Service Sites” in Attachment B). To promote regional economic development, Network capacity shall be provisioned to accommodate robust future requirements of the Network in the area.

7. NETWORK CONSTRUCTION

- a. **Generally.** Provider shall design, engineer, and construct the Network at its sole risk and expense, in a manner consistent with all requirements set forth in this Agreement. All engineering and design work performed by or on behalf of Provider requiring any certifications or licenses shall be so certified or licensed, and all design documents requiring stamping, or which are customarily stamped, shall be properly stamped by a professional engineer licensed in the State of North Carolina. Provider shall procure and install all Network facilities and equipment, shall supervise and coordinate work by Provider contractors, and shall obtain all necessary Authorizations relating to Network construction and activation. Provider shall perform, or supervise and direct the Work, using Provider's best skill and attention, and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work, unless the Parties agree in writing to other specific instructions concerning these matters. Under no circumstances shall County be responsible for a failure by Provider to perform, or supervise, and direct the Work in accordance with this Agreement or Applicable Standards. County shall not have control or charge over, and will not be responsible for, acts or omissions of Provider or any other persons or entities performing portions of the Work.
- b. Provider shall construct the Network to Pass all locations identified in Attachment B, in accordance with the Construction Plan and Timeline and within the timeframes described in this Agreement.
- (i) Should there be any locations discovered within the County that are 1) not listed in the Mutually Agreed Service Sites in Attachment B, 2) not included in any other grant supported project area such as RDOF, and 3) be unserved, then that site shall, subject to the limitations of section 7(g)(ii), automatically be added to the Mutually Agreed Service Sites in Attachment B and to the number of locations required to be served for the third disbursement. Upon discovering such a location, the initial Party shall provide notice to the other within thirty days and the other Party shall provide confirmation within an additional thirty days. Notwithstanding the foregoing, if the cost to build to such locations is greater than twice the average cost set forth by Provider in Provider's response to the Request for Proposal, such location(s) shall not be added to the Mutually Agreed Service Sites in Attachment B.
- c. **Construction Plan and Timeline.** A Construction Plan and Timeline, consisting of a Network design, a construction schedule, and quarterly construction activities is included as Attachment C to this Agreement. Provider represents that the Construction Plan and Timeline was prepared after Provider reviewed and verified materials, field measurements, field construction criteria, geographic and geologic features, and regulations and permitting requirements applicable to the Network sections. Provider will perform the Work in accordance with the Construction Plan.
- d. **Modifications to Construction Plan.**
- (i) If, during construction, Provider reasonably determines that a deviation from the Construction Plan (including the construction schedule included therein) is required or appropriate, Provider may do so without prior notice or approval from the County provided that each of the following elements are met: (i) the fiber route as shown in the Construction Plan remains substantially unchanged; (ii) the quality, effectiveness

and capability of the installed materials remains unchanged; and (iii) the change will not result in a construction deviation of more than fifteen (15) days from the end of the quarterly plan. In all other cases, including an actual or anticipated delay in the construction schedule or a substantial modification to the Network map depicted in Attachment A, Provider shall submit such modification and a detailed explanation for the delay, as applicable. The County shall approve or deny such a proposed change in writing within seven (7) days. If the County fails to respond to such proposed modification within thirty (30) days, the proposed change shall be deemed approved.

- (ii) If, during construction, the County reasonably determines that a deviation from the Construction Plan is desirable or appropriate, the County may submit a change request in writing to Provider describing the nature of the proposed change. The Parties will cooperate in good faith to address the additional cost and impact on the construction timeline associated with the proposed change, if any. Provider may decline to undertake the change, in its sole discretion.
- e. **Concealed or Unknown Conditions.** If Provider encounters conditions at a site that it did not detect through the exercise of commercially reasonable due diligence, and (1) the conditions are sub-surface or otherwise concealed physical conditions that differ materially from those reflected in the Construction Plan, or (2) the conditions are unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Construction Plan, Provider shall promptly provide notice to County and in no event later than 21 days after first observance of the conditions. If County determines that the conditions differ materially and will cause a material increase in time required by Provider to perform any part of the work, and that Provider could not have identified the conditions by exercising commercially reasonable due diligence prior to executing the Agreement, County will review and approve an equitable adjustment to the time necessary to complete a milestone, as applicable, provided such adjustment does not require obligation of County funds after December 31, 2024 or completion of work after December 31, 2025.
- f. **No Funded Construction in RDOF Areas or to Served Locations.** Under no circumstances shall Provider utilize Subaward funds to construct network facilities to connect locations in areas designated for support under the FCC Rural Digital Opportunity Fund, unless such authority is provided to the County to fund these areas after the effective date of this Agreement. Provider shall not utilize Subaward funds to connect locations which are not unserved.
- g. **Easements and Rights of Use.**
- (i) At Provider's sole cost and expense, Provider shall obtain from all state, local, and federal jurisdictions, right-of-way owners, property owners, homeowners associations, and other similar rights holders, all necessary easements and other applicable rights of use upon those properties needed to construct, operate, and maintain the Network.
 - (ii) In the event that Provider is unable, despite commercially reasonable efforts, to obtain the needed easements or rights of use from the property owners or other rights holders in connection with a Location (such occurrence, a "Blocked Location"), Provider shall use its best efforts to seek alternative means to ensure a Passing of all Locations including the Blocked Locations. If alternative means are not available to it, Provider shall notify County, and the Parties shall negotiate in good faith to devise a plan to complete the Passing or modify the Work to delay those Locations that cannot be

passed due to the unwillingness of the property owner(s) to grant the needed easements or other rights of use, until such time as easements or rights of use can be secured. Provider will make best efforts to ensure a Passing of any and all Blocked Locations in future years during the Construction Period and for a period of five years after the Construction Period.

- h. **Authorizations.** Provider shall be responsible for obtaining all necessary and useful Authorizations and paying all applicable Authorization Fees relating to execution of the Work.
- i. **Progress Reports and Inspections.** Provider shall keep County well-informed as to the progress and quality of the Work, and of any delays that have occurred, or that Provider reasonably anticipates will occur. No less than monthly during the construction period, or as otherwise agreed by the Parties, Provider shall provide to County and its approved designees up-to-date information identified below, and such other information that may be useful or relevant to County as to the Work:
 - Nature of Work completed during the preceding period;
 - Estimated percentages of physical completion for the Network;
 - Number of route miles of fiber constructed and activated;
 - Overall project schedule status;
 - Overall project budget status;
 - Number of locations Passed by Network section;
 - Number of residential subscriptions by service type added in that quarter, and to date;
 - Any delays that have occurred, or are continuing to occur, with a detailed explanation and plan to address such delay;
 - Any anticipated delays in the Work, with a detailed explanation;
 - Responses to particular requests for information from County;
 - Any proposed changes to the Work; and
 - Other information reasonably requested by County.
- j. **As-Builts.** Promptly following completion of the Network, Provider shall make available “as-built” documentation in such format reasonably required by County.

8. NETWORK OPERATIONS

- a. **Activation.** Provider will activate or “light” all fiber constituting the Network, and otherwise cause the Network to be capable of providing Communication Services to Customers. Provider will identify and procure all equipment necessary to activate the Network
- b. **Network Operations Center.** Provider will operate a Network Operations Center (“NOC”), and be primarily responsible for Network operation and monitoring. Provider will monitor the Network for outages or service degradation in a manner consistent with industry standards. Provider will implement a plan to, and will, promptly respond to Network outages or trouble tickets, including escalation procedures as appropriate.
- c. **Communications Service.**

- (i) **Generally.** Provider shall operate and maintain all necessary fiber and equipment for the Network to provide Communication Services to all connected Locations, and Provider will offer Communication Services to any residence or business that is Passed by the Network.
- (ii) Communications Services shall include 2 Gbps symmetrical broadband internet access service to every home and business, with a minimum level service offering to each home and business of 100 Mbps symmetrical. Other Internet speed options may be made available as well.
- (iii) **Low cost broadband service offering:** A low cost broadband service with a minimum internet speed of 100 Mbps symmetrical will be offered to all County residents for no more than \$30 per month, prior to any federal or state subsidies available, until at least two years from the date of complete network construction. Per the terms of the American Rescue Plan Act, Provider must participate in the FCC's Affordable Connectivity Program as long as it is available. As used in this subsection, the term "County" means the portion of Orange County to which Provider deploys FTTP Service pursuant to this Agreement.
- (iv) **Service Pricing:** Provider will advertise on their website and offer broadband service pricing at the rates quoted in the RFP responses (or better) until at least three (3) months after the date of the first customer activation. Provider further agrees that its standard rates in place at the date of the first customer activation will not increase by more than 10% per year for any of the service levels until at least January 1, 2026 in the portion of Orange County to which Provider deploys FTTP Service pursuant to this Agreement.
- (v) Provider agrees not to impose data caps on residential broadband service or throttle residential broadband service based on data caps or metering at any time during which it owns the network.
- (vi) **Service drops; CPE.** Provider will install Service Drops to Customer locations. Provider will not charge for Service Drops less than 1000' feet in length. Provider will procure and provide necessary Customer Premises Equipment.
- (vii) **Customer service.** Provider will provide first-line support to all Customers of Communication Services provided by Provider.
- (viii) **Billing and collection.** Provider will generate and issue Customer bills and will be responsible for billing collection and related back-office accounting and administrative functions.
- (ix) **Marketing.** Provider will diligently market the Communication Services as they are made available to potential Customers.
- (x) **Regulatory compliance.** Provider shall be responsible for all aspects of local, state and federal regulatory compliance and reporting that relate to the provision of Communication Services using the Network, including the payment of any fees or taxes required thereby.

- (xi) **Maintenance.** Provider shall comply with customer service quality metrics as described in Attachment E. Such metrics shall be uniform to all service within the County.
- d. **Communications Services to County.** Provider shall provide broadband Internet access service to all County-owned or operated facilities, and public service facilities (including fire stations) that are Passed by the Network at no charge until June 30, 2028. These facilities shall include, at a minimum, those identified as County XPON Sites in Attachment F.
- e. **Dark Fiber Leases or IRUs.** Provider may lease, or grant an indefeasible right of use (IRU) with respect to, dark fiber strands contained within the Network. Unless expressly agreed in writing by County, no dark fiber lease or IRU shall operate to relieve Provider from any of its obligations under this Agreement, including the provision of Communication Services.

9. MAINTENANCE

- a. **Facilities.** Provider will perform all necessary scheduled and emergency Maintenance and restoration on Network facilities it constructs, including but not limited to trunk fiber, the distribution network portion of the Network, and Service Drops to Customers. Provider shall respond promptly to any complaints from any property owners. Provider agrees to repair any damage to Customers' yards and any real or personal property, and to take reasonable action to restore the Customer's property to the condition that it existed when the Customer signed up for service, normal wear and tear excepted, within a reasonable amount of time.
- b. **Network Electronics.** Provider will Maintain all electronics, optronics, routers, switches and other equipment used to activate and operate the Network. Provider will schedule and perform periodic inspections, Maintenance, and repair to identify and correct any failure, interruption, or impairment in the operation of the Network.
- c. **Customer service quality metrics.** Provider shall perform all maintenance necessary to comply with the customer service quality metrics found in Attachment E.

10. NETWORK OWNERSHIP

Ownership of equipment or real property acquired using Subaward funds shall vest in Provider, as the acquiring entity, subject to the limitations set forth in 2 CFR §§ 200.311 and 200.313. Title in such property shall be conditional and subject to such property being used only for the originally authorized purpose, for the duration of its useful life. No Party may encumber or transfer Award-funded property without first notifying and, if necessary, obtaining the consent of Authorities.

11. STANDARD OF CARE

- a. The Provider shall exercise reasonable care and diligence in performing the Work in accordance with generally accepted standards relating to network development projects of this type throughout the United States and in accordance with Applicable Standards. Provider is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work.

- b. Provider shall be responsible for all Provider, subcontractor, and sub-subcontractor errors or omissions, in the performance of the Agreement together with the errors and omissions of any agent or employee of the Provider or any subcontractor or sub-subcontractor. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County.
- c. Provider is an independent contractor of the 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.
- d. 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 -discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php). Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and 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.
- e. 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.
- f. The Provider shall supervise and direct the Work efficiently and with the Provider's best skill and attention. Except as specifically set forth in the Contract Documents the Provider shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, and for safety precautions and programs in connection with the Work. The Provider shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- g. Provider commits to making best efforts to retain two Orange County residents as employees for the first five years of Network construction and operation. In the event the total Orange County residents employed by Provider is less than two, Provider's best efforts shall include recruitment of County residents, particularly those at local County colleges.
- h. The Provider shall attend all progress conferences and all other meetings or conferences either in-person or remotely. The Provider shall be represented at these progress conferences by Provider employees with decision-making authority and by such other representatives as the County may direct.

12. SUBAWARD TO PROVIDER

- a. The County hereby agrees to pay to the Provider for the faithful performance of Provider’s obligations under this Agreement, and the Provider hereby agrees to perform all of the Work for a total sum not-to-exceed Ten Million Dollars (\$10,000,000), to be paid in accordance with Section 13 and the Contract Documents (“Subaward”).

13. DISBURSEMENT SCHEDULE

- a. Disbursement of the Subward shall be made to Provider in accordance with the following schedule and milestones, subject to the Subrecipient Agreement and Provider’s submission of documented eligible costs:

Initial payment within 30 days of Effective Date	\$1,000,000.00
Upon Passing of and offering Communication Services to 3,000 locations no later than December 31, 2023	\$3,000,000.00
Upon Passing of and offering Communication Services to no less than 3,370 additional locations no later than December 31, 2024, and commitment to Pass additional locations no later than December 31, 2025	\$6,000,000.00

Provider shall be eligible for accelerated disbursement based upon the achievement of milestones. County shall disburse funds within 30 days of demonstrated milestone completion.

14. TAXES

- a. The Provider shall pay all taxes, fees and charges assessed by any authority relating to the Work or the labor and materials used therein.

15. PROJECT CLOSEOUT

- a. **Final Expenditures.** All Project costs must be incurred by December 31, 2024, and all Work must be completed no later than December 31, 2025, unless extended by Authorities. Provider shall endeavor to deliver reimbursement requests and any invoices, receipts, hours, payroll information and any other supporting documentation for any work completed or to be completed, to the maximum extent feasible, by November 15, 2024. With respect to work to be completed between December 31, 2024 and December 31, 2025, if any, Provider shall use its best efforts to estimate remaining costs and submit such estimates in a “Final Distribution of Funds Request,” to be submitted no later than November 15, 2024.
- b. Subject to additional applicable closeout requirements set forth in 2 CFR § 200.344, the Subaward shall be deemed closed upon the completion of the following:
 - 1. The County receives Provider’s Final Distribution of Funds Request;

2. The County receives a final Expenditure Report indicating that all approved Project work has been completed, and that all Award funds corresponding to such work during the Term of this Agreement have been disbursed to Provider;
3. The County confirms the accuracy of the final Expenditure Report and reconciles actual costs incurred by Provider to Subaward payments (including modifications) and, as a result of such reconciliation, issues any additional funds or receives reimbursement from Provider, as the case may be (true-up); and
4. The County notifies Provider in writing that the Subaward is completed and closed.

16. NON-APPROPRIATION

- a. 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.
- b. 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.
- c. In the event of a change in or successful challenge to the County's statutory authority, mandate and/or mandated functions, by state and/or federal legislative, judicial 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.

17. NOTICES

Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

County:
Orange County
Attn: Travis Myren
P.O. Box 8181
Hillsborough, NC 27278

Provider:
North State Communications Advanced Services, LLC
Michael Saperstein
One Lumos Plaza
Waynesboro, VA 22980

18. RECORD KEEPING

Provider shall maintain financial and other records that specifically show the use of the Funds exclusively for the purposes of the Scope of Work. Provider shall maintain such records for at least five (5) years after the end of the Agreement. County shall have the right, upon reasonable notice, to conduct on-site visits and to audit at any time up to five (5) years after the end of the Project Closeout, as defined in Section 15, Provider's records relating to the expenditure of the Funds.

19. DEFAULT AND REMEDIES

- a. **Default.** A default under this Agreement shall occur if (a) a Party fails to perform, in any material respect, any of its obligations set forth in this Agreement, (b) such failure is not excused by any provision of this Agreement, and (c) such failure continues un-remedied for a period of thirty (30) calendar days following receipt of written notice from a non-breaching Party. If the breach by its nature cannot be cured within thirty (30) days and the breaching Party within that time has diligently commenced its cure, there shall be no default as long as the Party diligently continues such cure to completion.
- b. **Remedies.** Upon the occurrence of a Default, the non-breaching Party shall have the right to terminate this Agreement (and any associated Subaward, as applicable) and to pursue any and all available legal or equitable remedies against the defaulting Party. The non-breaching Party may pursue such remedies simultaneously or consecutively, at its discretion.
- c. County may demand repayment for, and Provider shall pay to County, ARPA Award funds not used for the purposes provided in this Agreement. County may demand repayment for and Provider shall pay to County ARPA Awards funds if the network does not meet the ARPA Award rules. County may pursue other remedies as may be available at law or in equity.

20. ASSIGNMENT.

Unless otherwise provided in this Agreement above, Provider shall not sell, transfer, assign, or otherwise convey (“Assignment”)the Network or its rights or obligations under this Agreement without the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed. Provider shall provide written notice of a proposed Assignment no less than ninety (90) days’ prior to its execution. Any purported Assignment by Provider that does not meet the requirements of this Section shall be null and void, and shall be deemed an Event of Default. In all cases, Provider shall require the assignee to expressly agree, in a writing satisfactory to County, to be bound by each of the applicable terms and conditions of this Agreement. Provider shall not be relieved of any of its obligations under this Agreement until the County has been provided a copy of the writing in which the assignee agrees to be bound by the terms of this agreement.

21. MISCELLANEOUS

- a. Duties and Obligations imposed by the Contract Documents shall be in addition to any Duties and Obligations imposed by state, federal or local law, rules, regulations and ordinances.
- b. No act or failure to act by the County or Provider shall constitute a waiver of any right or duty funded them under the Contract Documents, nor shall any act or failure to act constitute any approval except as specifically agreed in writing.
- c. The Work shall be tested and inspected as required by the Contract Documents and as required by law. Unless prohibited by law the costs of all such tests and inspections related to state and federal codes such as ADA, Administrative, Electrical, Plumbing, Mechanical and Building Codes shall be borne by the Provider. The costs for material and structural testing shall be

conducted by an independent third party at the expense of the County. Delays related to any of the aforementioned tests and inspections shall not be grounds for delaying the completion of the work. If any such tests and inspections reveal deficiencies in the Work such that the Work does not comply with terms or requirements of the Contract Documents and/or the requirements of any code or law the Provider is solely responsible for the cost of bringing such deficiencies into compliance with the terms of the Contract Documents and/or any code or law.

- d. Should the County reject any portion of the Work for failing to comply with the Contract Documents, Provider shall immediately, at Provider's expense, correct the Work. Any such rejection may be made before or within one year after substantial completion.
- e. Installation Fee: Provider is encouraged not to charge an installation fee, but at no time will the fee be more than \$75 per premise.

22. INDEMNITY

- a. 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, demands, claims, causes of actions, suits, judgments, and costs and expenses incidental thereto, (including, without limitation, amounts paid pursuant to investigations, defense or settlements, and reasonable attorneys' fees), arising out of or related to the Scope of Services and arising from challenges to the authority and making of this agreement. It is the intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

23. CONSEQUENTIAL DAMAGES

- a. County and Provider mutually waive any claim against each other for consequential damages. Consequential Damages include:
 - (i) Damages incurred by County for loss of use, income, financing, or business.
 - (ii) Damages incurred by Provider for office expenses, including personnel, loss of financing, profit, income, business, damage to reputation, or any other non-direct damages.

24. INSURANCE

During the term of this Agreement Provider will maintain the following insurance levels:

Workers' Compensation Insurance, with limits for Coverage A Statutory - State of North Carolina and Coverage B Employers Liability \$500,000 bodily injury, \$500,000 bodily injury by disease, and \$500,000 by disease policy limit.

Commercial general liability of not less than \$2,000,000 General Aggregate Limit (Other than Products-Completed Operations), \$2,000,000 Products-Completed Operations Aggregate Limit, \$1,000,000 Personal and Advertising Injury Limit, \$1,000,000 Each Occurrence Limit, and \$100,000 Fire Damage Limit, and shall not contain an exclusion for contractual liability.

For automobile liability the limits shall not be less than \$1,000,000 each person, \$1,000,000 each occurrence of bodily injury liability, and \$1,000,000 each occurrence of property damage liability,

policies with a single combined limit must be not less than \$2,000,000 or \$1,000,000 with an umbrella policy of \$1,000,000 per occurrence.

Professional liability insurance shall not be less than \$1,000,000 per occurrence and shall hold Orange County, its departments, agents, employees or assigns harmless from any claim, including claims for attorneys' fees or other legal expenses, which may arise as a result of the sole negligence or malpractice of an employee of the Provider in providing services.

25. ENTIRE AGREEMENT

All of the documents listed, referenced or described in this Agreement, the written Notice-to-Proceed, together with Modifications made or issued in accordance herewith are the Contract Documents, and the work, labor, materials, and completed construction required by the Contract Documents and all parts thereof is the Work. The Contract Documents constitute the entire agreement between County and Provider. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures. If any provision of the Agreement or General Conditions shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first above written in a number of counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

ORANGE COUNTY:

PROVIDER:

By: _____
Bonnie Hammersley, County Manager

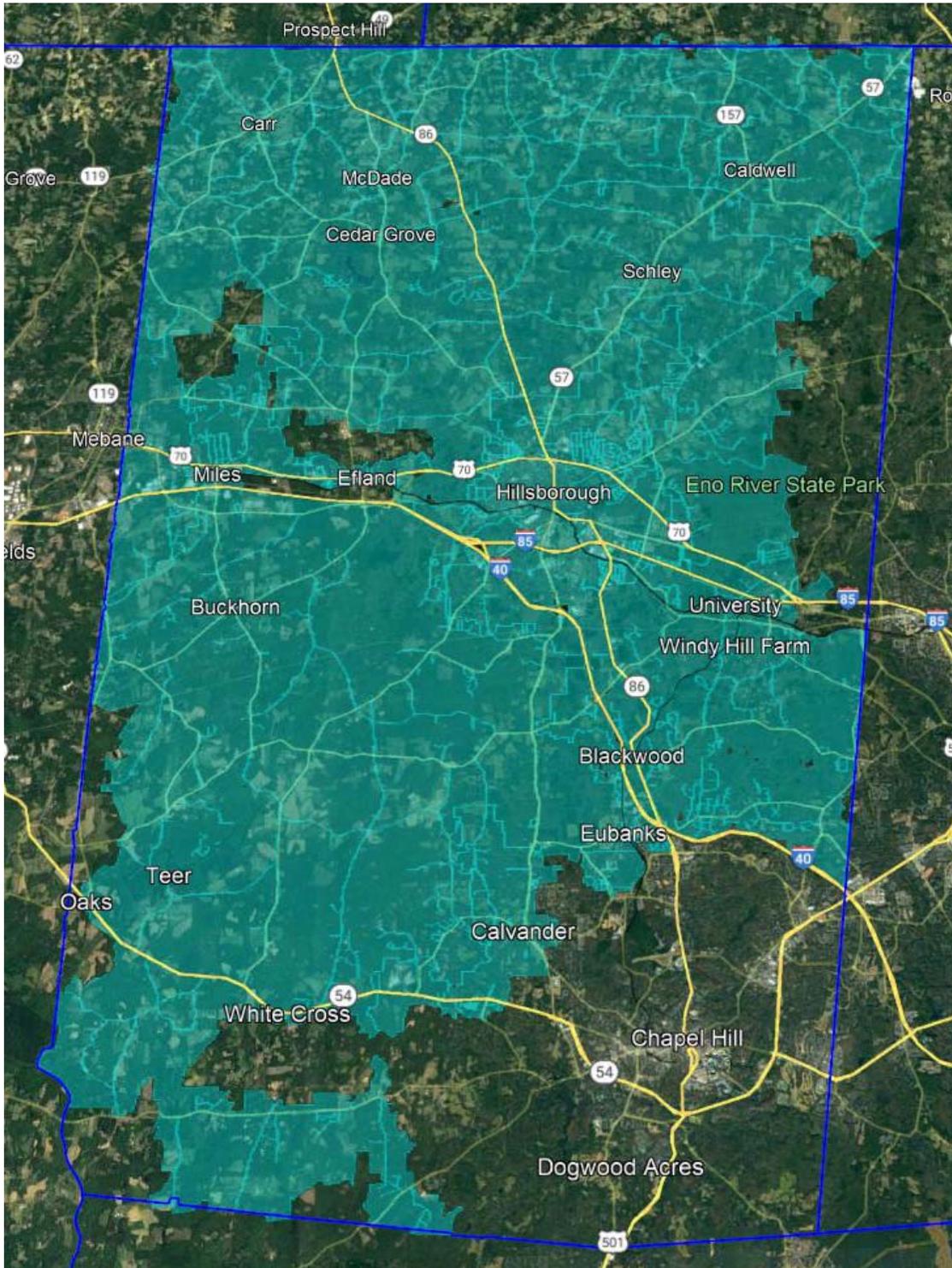
By: _____
Diego Anderson - CEO

ATTACHMENT A – SERVICE AREA MAP

NorthState – Orange County

LEGEND:

Shaded Polygon = NorthState project area within Orange County. Unserved households found in Attachment B (Mutually Agreed Services Sites) are contained within this area and NorthState has agreed to serve any additional unserved households within the polygon consistent with the terms of the contract.



TASK NAME		Responsible Person	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	
Project Planning	Director Network Planning		█																													
Site Surveys	Director OSP Engineering		█	█	█	█	█	█	█																							
Easement Research	Director OSP Engineering		█	█	█	█	█	█	█																							
Design Engineering	Director IP Engineering																															
Permit Acquisition	Director OSP Engineering		█	█	█	█	█	█	█																							
OSP Fiber Build	Director OSP Construction								█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Site Preparation	Director OSP Engineering																															
Equip Installation	Director IP Engineering																															
Fiber Terminal Installs & Splicing	Director OSP Construction																															
Commercial Power Activation	Director OSP Engineering																															
Equip Turn-up	Director IP Engineering																															
Phase 1 Market Launch (1,000 Homes)	Directors (IP & OSP) Engineering																															
Phase 2 Market Launch (+1,000 Homes)	Directors (IP & OSP) Engineering																															
Phase 3 Market Launch (+1,000 Homes)	Directors (IP & OSP) Engineering																															
Phase 4 Market Launch (+1,000 Homes)	Directors (IP & OSP) Engineering																															
Phase 5 Market Launch (+1,000 Homes)	Directors (IP & OSP) Engineering																															
Phase 6 Market Launch (+1,370 Homes)	Directors (IP & OSP) Engineering																															

***Project Schedule based on Signed Contract Executed by June 30, 2022

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Minutes

DEPARTMENT: Board of County Commissioners

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

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

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

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

Attachment 1: May 10, 2022 Budget Public Hearing and Work Session

Attachment 2: May 12, 2022 Budget Work Session

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

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

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

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

1 DRAFT

2 **MINUTES**
3 **ORANGE COUNTY**
4 **BOARD OF COMMISSIONERS**
5 **BUDGET PUBLIC HEARING AND WORK SESSION**
6 **May 10, 2022**
7 **7:00 p.m.**

8 The Orange County Board of Commissioners met for a Budget Public Hearing and Work
9 Session on Tuesday, May 10, 2022 at 7:00 p.m. at the Whitted Human Services Center in
10 Hillsborough, NC.

11
12 **COUNTY COMMISSIONERS PRESENT:** Chair Renee Price, Vice Chair Jamezetta Bedford,
13 and Commissioners Amy Fowler, Sally Greene, Jean Hamilton, Earl McKee, and Anna
14 Richards

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

20
21 Chair Price called the meeting to order at 7:01 p.m.

22
23 **1. Opening Remarks**

24
25 Chair Price welcomed everyone and reviewed the agenda.

26
27 **Chair Price dispensed with reading the public charge.**

28
29
30 **2. Presentation of the County Manager's Recommended FY 2022-23 Budget**
31 **(PowerPoint Presentation)**

32
33 Travis Myren made a presentation on the FY23 recommended budget:

34
35 Slide #1



1 Slide #2

FY2022-23 RECOMMENDED BUDGET

BUDGET PRIORITIES

- Structurally Balanced Budget
- Maintain funding of the Social Safety net services
- Increase Public Safety and Education Investments
- Retain and Recruit Employees
- Long-Term Financial Planning

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Slide #3

FY2022-23 RECOMMENDED BUDGET

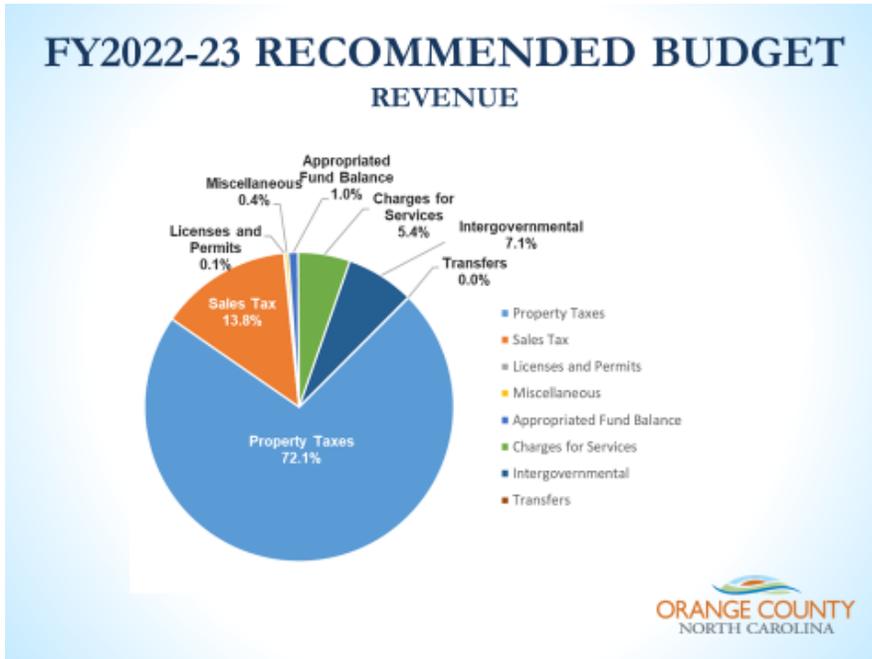
FY2021-22 to FY2022-23 Revenue Growth

	FY2021-22 Budget	FY2022-23 Budget	Diff +/-	%Growth
Real Property	\$165M	\$172M	\$7.4M	4.5%
Motor Vehicle	\$10.3M	\$11.4M	\$1.1M	10.8%
Sales Tax	\$28.9M	\$35.6M	\$6.6M	23%
Inter-governmental	\$18.2M	\$18.4M	\$0.2M	1.1%
Service Fees	\$12.4M	\$14M	\$1.5M	12.4%
Other Revenue	\$3.7M	\$3.5M	(\$0.2M)	(1.1%)
Total	\$238.7M	\$255.6M	\$16.7M	7%

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Travis Myren said most revenues in the county have performed well over the past year. He said sales tax is measuring a 23% growth from last year's budget. He said this means the federal stimulus payments and local efforts to support the economy were effective.

1 Slide #4



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Travis Myren said property taxes and sales tax make up 86% of the county’s general fund revenue, so recommendations in those areas are critical.

6 Slide #5

ORANGE COUNTY FY 2022-23 BUDGET
FY 2022-23 Revenue Recommendations

Property Tax Rate Increase
 \$0.0025 – cover debt to use of FY2021-22 one-time funds = \$553,024
 \$0.0100 – allocate towards education funding = \$2,212,097

Taxing Jurisdiction	Median Assessed Value	Annual Tax Increase
Unincorporated Orange County	\$ 281,400	\$ 35.18
Carrboro	\$ 362,200	\$ 45.28
Chapel Hill	\$ 409,900	\$ 51.24
Hillsborough	\$ 254,900	\$ 31.86

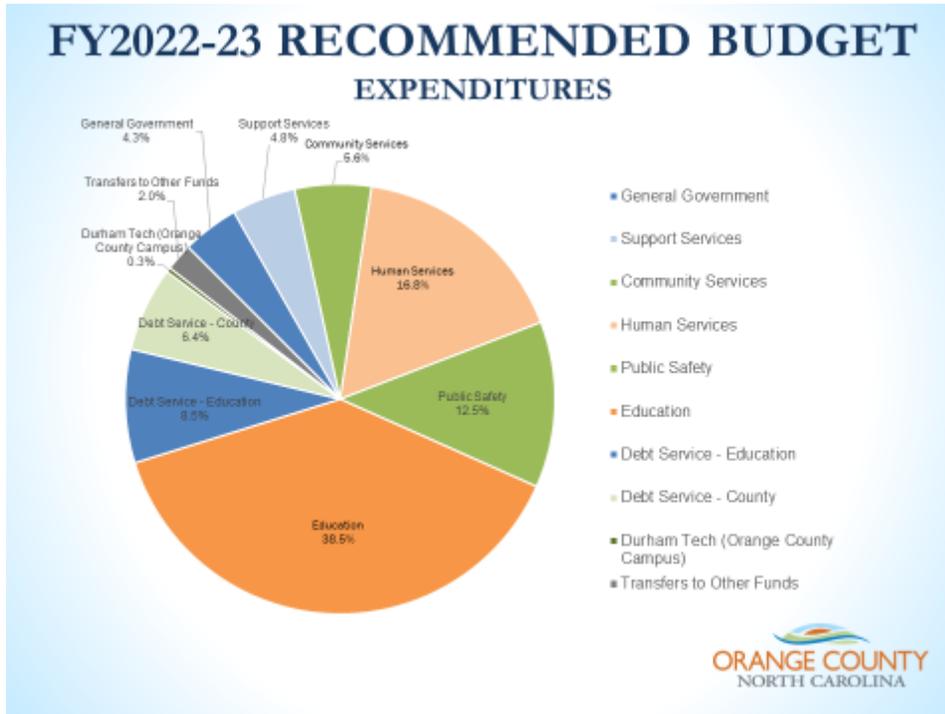
Total Property Tax Collections Increase with 2% natural growth = \$8.5 million

Sales Tax
4% growth over FY2021-22 year end projections building = \$6.7 million

ORANGE COUNTY NORTH CAROLINA

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Travis Myren said last year the Commissioners decided to use one-time funding to prevent a tax increase, which now must be replaced with a sustainable revenue source.

1 Slide #6



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Travis Myren noted the highest expenditures are education, human services, and public service. He said when those categories are combined with the county’s debt service obligation for school and county facilities, it equals about 83% of the total expenditures.

7 Slide #7

FY2022-23 RECOMMENDED BUDGET
FY 2022-23 Recommended Expenditures

Highlights

- Education
- Public Safety Investment
- Employee Recruitment and Retention
- Outside Agencies
- Fire Districts
- American Rescue Plan Act Funding

ORANGE COUNTY NORTH CAROLINA

1 Slide #8

FY2022-23 RECOMMENDED BUDGET EDUCATION – STUDENT ENROLLMENT

Chapel Hill-Carrboro City Schools Average Daily Membership (ADM)	FY2021-22	FY2022-23	Increase
Students	12,448	11,466	(982)
Less Out of District	253	229	(24)
	12,195	11,237	(958)
Charter	156	205	49
Total	12,351	11,442	(909)
% ADM	60.4%	58.8%	(1.6%)

Orange County Schools Average Daily Membership (ADM)	FY2021-22	FY2022-23	Increase
Students	7,299	7,182	(117)
Less Out of District	108	110	2
	7,191	7,072	(119)
Charter	919	951	32
Total	8,110	8,023	(87)
% ADM	39.6%	41.2%	1.6%



Travis Myren said current expense funding is distributed to the school districts based on student enrollment. He said both school districts experienced a decline in total funded students.

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Slide #9

FY2022-23 RECOMMENDED BUDGET EDUCATION – CURRENT EXPENSE FUNDING

Chapel Hill-Carrboro City Schools	FY2021-22 Base Budget	FY2022-23 Request	FY2022-23 Recommended	Difference Base to Recommended
Current Expense	\$53,936,817	\$62,983,553	\$55,007,882	\$1,071,065
Per Pupil	\$4,367	\$5,081	\$4,808	\$441

Orange County Schools	FY2021-22 Base Budget	FY2022-23 Request	FY2022-23 Recommended	Difference Base to Recommended
Current Expense	\$35,416,370	\$41,454,134	\$38,570,900	\$3,154,530
Per Pupil	\$4,367	\$5,061	\$4,808	\$441



Travis Myren said there is \$93.6 million in total current expense funding.

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1 Slide #10

FY2022-23 RECOMMENDED BUDGET

EDUCATION – PER STUDENT FUNDING HISTORY

COUNTY APPROPRIATION PER STUDENT			
Year	Per Student	\$ Increase	% GF Revenue
FY2015-16	\$ 3,697.50	\$ 126.50	49.7%
FY2016-17	\$ 3,868.00	\$ 170.50	50.6%
FY2017-18	\$ 3,991.00	\$ 123.00	49.7%
FY2018-19	\$ 4,165.00	\$ 174.00	50.1%
FY2019-20	\$ 4,352.25	\$ 187.25	49.5%
FY2020-21	\$ 4,367.00	\$ 14.75	49.4%
FY2021-22	\$ 4,367.00	\$ -	48.7%
FY2022-23	\$ 4,808.00	\$ 441.00	47.1%

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Slide #11

FY2022-23 RECOMMENDED BUDGET

EDUCATION

Durham Technical Community College	FY2021-22 Base Budget	FY2022-23 Request	County Manager Recommend	Recommended Increase
Current Expenses*	\$ 777,092	\$ 822,020	\$ 809,405	\$ 32,313
Promise Scholarships**	\$ 250,000	\$ 250,000	\$ 250,000	\$ -
Capital Outlay	\$ 75,000	\$ 100,000	\$ 75,000	\$ -

* Includes County match for increases in Salary, Benefits, and Insurance, as well as additional operating related expenses

** Durham Tech Promise Scholarships funded by Article 46 Sales Tax; includes an additional \$50,000 in FY 2022-23 for their Back to Work Initiative

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Travis Myren said the county also provides funding to Durham Technical College at the Orange County Campus to fund non-instructional activities. He said that those expenses are budgeted to increase by 3%. He said the back to work initiative and the promise scholarships are funded out of the Article 46 sales tax revenues.

1 Slide #12

FY2022-23 RECOMMENDED BUDGET PUBLIC SAFETY INVESTMENT

Public Safety Investments			
Emergency Services	EMT	8 FTE	\$ -
Emergency Services	Paramedic Trainee	4 FTE	\$ 27,150
CJRD	Treatment Court Mgr	0.50 FTE	\$ -
Sheriff	Detention Officers	15 FTE	\$ 362,496
Sub- Total Public Safety		27.5 FTE	\$ 389,646
Personnel Investments in other Departments			
Animal Services	Veterinarian	1 FTE	\$ 134,037
Social Services	Social Services Asst	1 FTE	\$ 24,368
Health	Dentist	1 FTE	\$ -
Health	Dental Assistant	1 FTE	\$ -
Health	Health Nurse II	0.40 FTE	\$ -
DEAPR	Park Coordinator	3 FTE	\$ 62,967
Sub- Total Other Depts.		7.4 FTE	\$ 221,372
Total w/Public Safety		34.9 FTE	\$ 611,018

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Travis Myren said that another priority is public safety and investing in those work forces. He said this budget will add twelve full time positions in the Emergency Services Department and fifteen detention officers added in the Sheriff's office.

8 Slide #13

FY2022-23 RECOMMENDED BUDGET EMPLOYEE RECRUITMENT AND RETENTION

County Employee Compensation Package Changes		
	% Increase	Cost
Wage Adjustment	3%	\$1,800,000
Living Wage	3%	Absorbed by Attrition Savings
Health and Dental Insurance	5%	\$620,000
Retirement System	1.2%	\$851,688
Short Term Disability	New	\$300,000

- Living Wage Increase living wage for permanent and temporary employees from \$15.40 per hour to \$15.85 per hour.
- Retirement increase prescribed by Local Government Retirement System to manage current benefits



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Travis Myren said because of higher turnover rates and inability to fill positions, turnover savings will pay for 3% increase for county employees. He said the county is mandated by the

1 local government retirement system to increase its contribution. He noted that the county is not
 2 immune to the competitive employment market and must try to keep up with the local
 3 employment market.

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 5 Slide #14

FY2022-23 RECOMMENDED BUDGET OUTSIDE AGENCIES

Outside Agencies (501.c3)	FY2021-22 Base Budget	FY2022-23 Request	County Manager Recommend	Recommended Increase
Agencies Funded	57	58	53	(4)
Total	\$ 1,729,953	\$ 2,238,645	\$ 1,894,690	\$ 164,737

- An additional \$45,000 is provided to arts-related outside agencies in the Visitors Bureau Fund.
- The Board of County Commissioners established a target of 1.2% of general fund expenses to outside agencies. FY2022-23 Recommendation allocates 1.35% to outside agencies.



6
 7 Travis Myren said this budget has 1.35% of expenditures dedicated to outside agencies.

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 9 Slide #15

FY2022-23 RECOMMENDED BUDGET FIRE DISTRICTS

FIRE DISTRICT	CURRENT TAX RATE	REQUESTED INCREASE	RECOMMENDED TAX RATE
Cedar Grove	\$0.0763	\$0.00	\$0.0763
Chapel Hill	\$0.1387	\$0.00	\$0.1387
Damascus	\$0.1080	\$1.00	\$0.1180
Efland	\$0.0728	\$1.00	\$0.0828
Eno	\$0.0898	\$1.00	\$0.0998
Little River	\$0.0639	\$0.00	\$0.0639
New Hope	\$0.1012	\$1.44	\$0.1156
Orange Grove	\$0.0627	\$1.00	\$0.0727
Orange Rural	\$0.0949	\$0.00	\$0.0949
South Orange	\$0.0909	\$0.00	\$0.0909
Southern Triangle	\$0.1080	\$1.00	\$0.1180
White Cross	\$0.1234	\$0.00	\$0.1234



1 Travis Myren said almost all the requested increases are due to increasing personnel
 2 costs and the inability to fully staff with volunteers.

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 4 Slide #16

FY2022-23 RECOMMENDED BUDGET AMERICAN RESCUE PLAN ACT (ARPA)

FY2022-23 Recommended ARPA Projects	Amount
Fire District P25 Phase II Compliant Radio Replacement	\$1,773,200
Housing Locator	\$36,895
Housing Helpline	\$205,090
Landlord Incentive Program	\$20,000
Broadband Infrastructure Design and Implementation	\$5,000,000
Childcare Support Parent Fees	\$540,000
Housing (EHA and SOHRAD)	\$4,797,643
Total	\$12,372,828

- If Recommended Budget is approved, approximately \$4.8 million remains available
- Recommended Budget also includes \$570,000 in General Fund resources to begin the transition from ARPA to sustainable, ongoing revenue.



5
 6 Travis Myren said the county was awarded \$28.8 million and this budget recommends
 7 allocating \$12,372,372, with \$4.8 million remaining.

8
 9 Slide #17

FY2022-23 RECOMMENDED BUDGET BUDGET CALENDAR

BUDGET PUBLIC HEARINGS	DATE
Budget and Capital Investment Plan (CIP)	May 10 & June 2
BUDGET WORK SESSION SCHEDULE	DATE
Schools and Outside Agencies	May 12
Fire District, Public Safety and Human Services	May 19
Durham Tech, Support Services, General Government and Community Services	May 26
Budget Amendments and Resolution of Intent to Adopt	June 9
BOCC BUDGET ADOPTION	DATE
FY2022-23 Operating and CIP Budget Adoption	June 21

1 Slide #18

FY2022-23 RECOMMENDED BUDGET MISSION STATEMENT

Orange County exists to provide governmental services needed by our Residents or mandated by the State of North Carolina.

To provide these quality services efficiently, we must;

- Serve the Residents of Orange County – Our Residents Come First;
- Depend on the energy, skills, and dedication of all our employees and volunteers;
- Treat all our Residents and Employees with fairness, respect, and understanding.

Orange County Residents Come First



3. Public Comments

The board held a public hearing to receive comments on the FY23 recommended budget.

A motion was made by Commissioner McKee and seconded by Commissioner Fowler to open the public hearing.

VOTE: UNANIMOUS

PUBLIC COMMENTS:

Allison Jaillet thanked the Commissioners for the opportunity to speak. She said teachers deserve more than the 3% raise and 6 weeks paid parental leave they are asking for. She said she has taught science for the last 11 years in three different states and 2 different countries. During these years she said she has had to break up physical fights resulting in her own injuries, been sexually harassed and stalked by a student with no support from administration because they said the student had to stay in her class to graduate, had weapons brought into her classroom, had a student who died from gun violence, had a student who overdosed, taken a pay cut when moving to North Carolina, had students cut themselves in her classroom, been told to go back to her own country, been screamed at by parents, had administration control her work visa, been emotionally abused by administration, and been cursed at and called names. She said in 2019 the building beside her school exploded and she sustained long term injuries. She said she returned to school after one week because her administrator did not support teachers taking off extended time. She said she developed PTSD and she still deals with the side effects. She said her husband left teaching, went back to school, and now his starting salary is her maximum salary. She said she loves being a middle

1 school teacher, but she is looking at a job as a curriculum writer that will pay \$20,000 more as a
2 starting salary than what she makes now with her masters and it has paid maternity leave. She
3 said teachers are leaving so they can afford to live and have families. She said teachers are
4 leaving due to being disrespected, injured, and insulted, and for their own safety and sanity.
5 She said teachers are leaving quicker than they can be replaced and children will suffer. She
6 said a fully funded budget is an attempt to gain back respect and make it possible for teachers
7 to live and continue to work in their chosen profession.

8 Laura Jensen, Clerk to the Board, read the following comment emailed to the Board of
9 Commissioners from Erskine Alvis at 3:38 PM:

10 "Thank you for the privilege to address you tonight via letter. I write you today as I am ill,
11 and I cannot attend the Board of County Commissioners meeting tonight to hear comments for
12 and against the budget for the County's upcoming fiscal year. If I was there, then I would
13 certainly offer my comments below in person.

14 I write you in the most vigorous language possible. I ask you to approve the budget for
15 the Chapel Hill Carrboro City School system and the Orange County Schools. I ask you to do
16 this without further delay and to do this without further delay. These two districts represent the
17 best in elementary, secondary, and community education in North Carolina. In many ways, they
18 serve as a model of education and educational leadership for so many in other parts of our
19 country. We need this clarity now more than ever as we are a people more divided than we
20 have been in 150 years since the horrors of the American Civil War.

21 In Orange County, North Carolina, we are a beacon of hope. We are all so fortunate to
22 live here.

23 I am a retired 22-year U.S. Navy Chaplain. I deployed from Japan to Afghanistan. I
24 deployed to war. I have seen the Hell of what human beings can create for each other. I have
25 seen the horror of inhumanity. And yet, it was my privilege to be in military service to our
26 country. It was my honor.

27 For the past 3 months, I have had the privilege to serve as a long-term substitute
28 teacher for the Chapel Hill Carrboro City Schools. It is a PRIVILEGE to serve. It is my honor.

29 Like my military service, I have already experienced the joys and the sorrows of
30 humanity. In my role, I have seen the hope, the clarity, and the care mixed with and incredible
31 mix of competence and commitment by our educators – be they in the classroom or elsewhere
32 – as they work so hard to do so much for so many. I include ALL staff members in the term
33 educators. This includes EVERYONE who works for the school system and in the school
34 buildings proper and within the system. They not only serve our students by their high degree
35 of professionalism, but they also serve our students' families, they serve our community, and
36 most importantly, they serve what kind of future our country needs and will have long after all of
37 us are gone from where we are now.

38 To quote the late U.S. Air Force Brigadier General Chuck Yeager from about the time
39 that he broke the sound barrier in 1947, "No bucks. No Buck Rogers." This budget represents
40 the clarity of such thinking.

41 I offer the following examples of why you need to approve this budget as presented in its
42 entirety.

43 First, there was the young student from a foreign land who is an immigrant. She
44 struggles with English. When I covered the class for her teacher one day, she asked me if she
45 had completed the work properly. Via email, I checked with her teacher. He contacted me. She
46 has done it beautifully. When I shared his affirmation of her with her, she beamed in an ear-to-
47 ear smile. She works so hard. She just wants to be part of the American Dream.

48 Second, there was the young student that queried me about military service when he
49 learned of mine. He wanted to know what it was like. He wanted to know if I was ever scared.
50 I told him, "Of course I was scared. We all were. The main thing is if you are honest with

1 yourself and with each other.” He had a better understanding of the challenges ahead of him as
2 he had enlisted in the Delayed Entry Program of one of our military branches.”

3 At this point the comment time expired.

4 Margo Ginsberg said she is the parent of a student at Ephesus Elementary in the
5 CHCCS district and a homeowner. She asked the Board to fully fund the CHCCS budget
6 request. She said in the past year the County has collected \$6 million more in sales tax than
7 was projected. She expressed her disapproval that the Commissioners have not approved
8 CHCCS budget request. She said the funds are essential to providing the highest quality
9 education to children. She said almost 50% of funding to pay teachers and staff comes from
10 Orange County and is determined by the Commissioners. She said students have gone without
11 needed services and instructors because of a historic number of open positions that have gone
12 unfilled. She said the recommended portion of the budget for education is 1% lower than the
13 Commissioners’ own target and is 10% lower than what the Wake County manager is
14 recommending. She said CHCCS is no longer in the top three for local supplement pay for
15 teachers and staff. She said it is imperative to remain competitive in compensation in order to
16 recruit and maintain the best quality educators.

17 Lindsay Bedford read the following:

18 “Good Evening Chairwoman Price, Vice Chairwoman Bedford, and County
19 Commissioners. My name is Lindsay Bedford and I am Chair of the CHCCS Special Needs
20 Advisory Council (SNAC). I come to you tonight to ask you to please fully fund the proposed
21 budget that Dr. Hamlett and our Board of Education have brought before you.

22 The education of many of the exceptional children, or EC, in our district is in crisis. EC
23 students, the most vulnerable in our schools, have been disproportionately impacted by the
24 great resignation. This is true across our nation. An NPR article published on April 21 spoke
25 about the crisis facing special needs students, and highlighted Hawaii’s efforts that started in
26 2020 to hire and retain more EC staff by increasing their pay by \$10,000. In 2019, 30% of EC
27 teaching positions in Hawaii were vacant, now the number is 15%.

28 As you can see from the data I have provided to you tonight, 1/10th of the students in
29 CHCCS receive EC services. Yet, 1/3 of the vacant positions in our district are those of
30 individuals who provide direct services to EC students. There are occupational and physical
31 therapists who are leaving because our state still considers them classified employees and pays
32 them as such. There are general education teachers who are trying desperately to pick-up the
33 pieces for students who are rapidly regressing academically, behaviorally, and socially, but do
34 not have all of the necessary training and dozens of other students to educate. There are
35 students in our district who have gone the entire year without certified EC teaching staff. Instead
36 they are being served by a revolving door of hopefully long-term substitutes who show up every
37 day and give their best, but are not trained in the specialized skills needed to provide our
38 students with the Free and Appropriate Public Education that they are entitled to.

39 A week ago, I sent you a petition that was signed by over 200 CHCCS community
40 members supporting Dr. Hamlett’s proposal to provide a 2.5% increase for EC teachers and an
41 additional 2.5% for adapted curriculum teachers. In this petition, there are 88 narratives - stories
42 of how vacancies have negatively impacted families, but also stories of how valuable our
43 teachers who are here are to us. I hope that you took the time to read the document and will
44 consider the stories you hear firsthand tonight.

45 Our nation is in crisis. Chapel Hill-Carrboro City Schools is in crisis. The profession of
46 teaching is in crisis. It is time for our society to show up and value our teachers for the
47 monumental work they do every day. I believe in Orange County and I believe we value our
48 children’s education and thus our teachers. It is time for us to be brave and bold to support the
49 future of our community.”

50 Marisa Kathard said her daughter is a junior EC student at East Chapel Hill High School.
51 She said she has been a SNAC advocate for 10 years. She said the recent staffing shortages

1 have become critical and detrimental to fulfilling the school's mission. She said that as a
2 pediatrician, it is a struggle to juggle work and be present at home to support her daughter,
3 especially when there was remote learning during the pandemic. She said her daughter has had
4 four classroom teachers in three years because of the high turnover, and no classroom teacher
5 since November 2021. She said there have been no applicants for the vacancy. She said her
6 daughter's IEP goals are not being addressed due to the absence of a certified EC teacher. She
7 said the second TA in the classroom resigned at the beginning of April, and her daughter's skills
8 are regressing. She said the school speech therapist and occupational therapist also resigned.
9 She expressed concern for EC students whose families cannot afford these services privately.
10 She said CHCCS is touted as one of the best districts in the state but are falling short. She said
11 EC resource teachers at East have 30 students instead of 17 due to vacancies. She said EC
12 students have been disproportionately impacted by teacher vacancies. She urged the Board to
13 support the CHCCS budget request and said it would allow CHCCS to recruit and retain high
14 quality EC teachers for the most vulnerable students in the county.

15 Mella Diaz said the most disadvantaged in society are always left behind. She said those
16 who choose to teach EC students are exceptional. She said being able to instill the concept of
17 what is safe and what is dangerous keeps children like her own son alive, and understanding
18 how to teach communication to EC students is paramount to their existence. She said many
19 students in the adapted curriculum classes have behavioral complexities that need to be
20 baselined, mapped, and have support built into their daily lives that enable them to access the
21 academic environment. She said the school district must have the ability to hire EC teachers at
22 competitive rates and must provide the training and support EC students need including
23 undervalued occupational and physical therapists. She said the lack of availability of teachers
24 who can facilitate much needed care for the disabled is astounding, and the few who do are
25 underpaid. She said the average salary for teachers in North Carolina is a disgrace, and the
26 workload for EC teachers is beyond the norm which is reflected in the number of vacancies. She
27 said it is regrettable that EC administration must spend countless hours searching all over the
28 country for teaching staff. She requested the Board fully fund the CHCCS Budget request to
29 support EC teachers, EC administrative staff, and resources needed to fully staff schools with
30 qualified teachers for students with disabilities. She said this is an equity and safety issue, and
31 lack of adequate support for EC students puts them at risk physically and academically.

32 Linda Gilchrist said her family moved to CHCCS district 11 years ago from the Chicago
33 suburbs. She said she and her family are passionate about public education and dedicate time
34 and resources to schools. She said she is disappointed the Commissioners will not fully fund
35 the budget requests. She said many students haven't had a Spanish teacher or CTE teachers
36 for most of the year at East Chapel Hill High School, and there is a lack of staff and assistant
37 principals. She said education is the key to the success of society and the county needs to
38 adequately fund good public education. She said she lives in a nice area of Chapel Hill, but
39 many families in her neighborhood are planning to send their children to private schools. She
40 said Chapel Hill is the cornerstone of education in North Carolina, and the community and
41 county need to support students, teachers, and staff.

42 Christina Clark said she is the president of the Orange County Association of Educators
43 and is an English teacher at Cedar Ridge High School in Hillsborough. She said the past two
44 years have been difficult for everyone in school systems, but issues have been festering for
45 years. She said after the state legislature has failed for many years to fund education and pay
46 school staff fairly, the pandemic was the last straw for many. She said those who considered
47 leaving education before the pandemic are gone, and those who never did are considering it
48 now. She said long-term substitutes have become ubiquitous in classrooms and administrative
49 roles. She said substitutes are appreciated, but students are frustrated and demoralized with
50 the disruptions and lack of relationship building. She said data shows that the most important
51 factor in student success is the relationship between students and teachers. She said a survey

1 of Orange County Schools' staff showed the top reason they would consider staying would be a
2 raise in pay. She said the OCS budget request seeks to address long-standing issues with the
3 way school staff is paid in OCS. She said one of the worst examples of the unfairness in the
4 OCS pay scale is that hourly workers don't receive a raise until they have worked in the district
5 for 22 years. She said classified staff perform numerous tasks that make it possible for
6 administrators and teachers to do their jobs. She said turnover in these positions is
7 unsustainable. She said it is not easy to learn the interworking of a school from scratch, but
8 classified staff are not paid accordingly. She said fully funding the OCS budget request is a vital
9 responsibility to this community and impacts all other areas of the Commissioners' work. She
10 said her organization is committed to pressuring OCS to spend their budget responsibly and
11 holding them accountable to investing in school staff. She said Orange County should be
12 leading the state in innovating education, not losing students to charter schools and online
13 corporate education. She requested the Board fully fund the OCS budget request.

14 Ashley Sherman said she is the school counselor at Ephesus Elementary and has been
15 with CHCCS for 10 years. She thanked the Board for their work and expressed appreciation.
16 She said she is the only counselor at her school and serves 400 students, 90 colleagues, and
17 several hundred family members. She said this is double nationally recommended average
18 counselor to student ratio. She said in the past couple of years she has been hit, stabbed,
19 punched, had a fire extinguisher sprayed on her, and run into traffic to try to prevent a student in
20 crisis from being hit by a car. She said it is not news that working in schools is hard and
21 compensation is not keeping up with the demands. She said she has seen a spike in mental
22 health concerns in students and colleagues. She said she loves her job, it is important, she is
23 good at it, and she is here tonight because she wants to be able to keep doing it. She said she
24 is also here for veteran colleagues who make less now with inflation than 20 years ago, those
25 who have put in 15 years of service and will not receive an increase for another decade, those
26 who have to use donated leave time to stay home with newborns, and the 23 colleagues that
27 have reached out this year for mental health referrals to cope with the impossible job they are all
28 doing. She said most importantly, she is here for students and families that are losing educators
29 who cannot afford to stay in the job. She said the CHCCS budget request is a first step in
30 addressing the unprecedented school staffing gap. She said it isn't fair that this need has fallen
31 to the Commissioners because in a perfect world the state of North Carolina would be leading
32 the way in across the board educator compensation. She said Orange County is lucky to see
33 increasing revenues and have the ability to meet school needs head on. She said CHCCS
34 budget request includes salary increases and family leave benefits which will demonstrate a
35 commitment to schools and directly support students. She asked the Board to amend the
36 County Manager's recommended budget to fully fund the CHCCS and OCS budget requests.

37 Brian Link said he is the president of the Chapel Hill-Carrboro Association of Educators.
38 He said all in attendance want the best for school teachers, students, and staff and asked the
39 Commissioners to keep the image of support in their minds when making budget decisions. He
40 said there is a historic amount of building taking place in Orange County, valuation of homes
41 are at historic rates, unemployment is at historic lows. He said those in education are told the
42 budget doesn't look good, but these circumstances are as good as it is going to get. He said
43 there is also historic inflation, record turnover rates and vacancies, the highest cost of living for
44 one adult and one child in the entire state of North Carolina, record concerns about
45 dissatisfaction in schools, mental health and safety, EC teachers are leaving in droves, and
46 students have gone 100 days with a teacher. He said while the budget is better than past two
47 years, it isn't historic. He said the Board gave a higher percentage in the 1980s and 1990s, and
48 what is presented now is the smallest increment other than during the Great Recession and the
49 2000 Crisis. He said this is inadequate and Orange County needs to follow Durham and Wake
50 County, who are funding more in education and are willing to raise taxes to do it. He said the
51 Board has had great initiatives like Broadband and the 203 Project, but that has meant no

1 ARPA funding for schools and prevents a bond for education until 2026-27. He said there has
2 been efforts in affordable housing but the funds that are being generated are disproportionately
3 going away from schools. He said there is a lot of discussion about equity vs. equality and
4 education having to wait for other needs, but schools need funds now. He said whether it's by
5 raising taxes by 2 cents across the board or raising the special district tax, the Board needs to
6 act now.

7 Jessica Larson said she is a first year TA in an adapted classroom. She said she loves
8 her job and works with children with varying abilities and needs. She said she is scratched,
9 bitten, and more, but loves her job anyway and doesn't know if she can keep doing her job
10 making less than \$17 an hour. She said she is a mother of two students in Chapel Hill, lives in
11 Hillsborough, and pays a lot of taxes. She said her niece currently makes more money at her
12 yoga studio. She asked the Commissioners to please help her keep her job. She said she is
13 honored to have her job and work with the students she does. She said the teacher in her
14 classroom went out on maternity leave, which required her to borrow time from coworkers, and
15 since then there has been a patchwork of substitutes who have not been able to last. She said
16 through it all, all she can do is support the students the best she can while they ask if she will
17 also be there tomorrow and as they move up in grade.

18 Zoe Read said she is an EC TA and the classroom environment requires high level
19 knowledge of behavior and behavior response that is individual to each student. She said
20 consistency, familiarity, and knowledge of individual students and their behaviors is vital to their
21 continued success and growth. She said you would think being in a career that requires such
22 expertise would be compensated in a way that is livable. She said this is her first year working
23 at Smith but has 6 years' experience in a self-contained classroom. She said her wage is 12
24 cents more than employees that have no working experience in the classroom, which values her
25 experience at only 2 cents more a year for her experience. She said a bus driver earns \$16.50
26 an hour and requires a high school diploma or GED., an Admin Assistant gets \$17.41 an hour
27 and requires a high school diploma, a secretary makes \$17.04 and requires a high school
28 diploma, and EC support staff earn \$16.05 an hour and must be highly qualified with 48 credits
29 of college, 2 years or 7 credits of core work keys. She said with one dependent for health
30 insurance coverage, her monthly income is \$1,448 as a single mom. She said having
31 experienced employees is just as important in any job, but in this job familiarity of students and
32 team is crucial to progress through daily challenges. She said safety of students and staff is a
33 daily concern. She said receiving a livable wage will help retain staff and reduce turnover while
34 creating an environment that will better serve students' individual needs. She said consistency
35 and familiarity in EC classrooms will be huge benefits to students and help them receive the
36 education they deserve. She said these students are often left behind, society does not fight for
37 them, and families are often overwhelmed. She said these students deserve better and deserve
38 a staff that knows how to teach them. She said in the grand scheme, the number of EC teachers
39 will not have a great impact on the budget, but receiving a salary increase can make a big
40 difference in the education EC students deserve and need. She said an EC teacher needs
41 experienced staff and consistency or every year is a brand new start. She said students are not
42 getting the education they deserve, and she said a significant increase in pay after continuous
43 years of service reflecting commitment and dedication will be valued.

44 Anne Tomalin said she is an ESL teacher in CHCCS. She said she has worked in the
45 district for 26 years. She said she has witnessed the lack of progress in closing the achievement
46 gap, and the school system is in a worse position than ever in this respect. She echoed others'
47 comments that the most vulnerable students are feeling the worst impacts of the lack of
48 qualified teachers available to support them. She said If Orange County truly values equity and
49 supporting most vulnerable, it's time to put money where its mouth is, otherwise comments
50 about closing the achievement gap is empty noise.

1 Julie Werry thanked the Commissioners for their leadership. She asked the Board to
2 fully fund the budget requests for both school districts. She said she has two children attending
3 CHCCS, is a homeowner, and is also the PTA co-president at Rashkis Elementary School. She
4 said she and her husband chose to move their family to Chapel Hill in 2020 because of the
5 public school system. She said the number of people who have made the same decision is
6 amazing. She said with the growth happening across the state, especially in the RTP area, and
7 the ability of people to choose where they live given that remote work is here to stay, Orange
8 County continues to attract new residents due to the school systems' record for excellence. She
9 said the record is now being taken for granted, and over the past 10 months as PTA co-
10 president, she has seen the struggles going on in schools. She said Rashkis has operated short
11 staffed all year long and they are not alone given the record number of vacancies across the
12 district. She said jobs have remained unfilled due to budget constraints and the heroes left in
13 the building are asked to do the impossible. She said a secretary position at Rashkis was
14 posted for \$12 an hour, which is less even than the going rate for a babysitter in her
15 neighborhood. She positions will not be filled at this pay scale, which means people in other
16 positions will have to pick up the duties. She said she recognizes the Commissioners have a
17 difficult job and many projects are worthy of funding without enough money to go around. She
18 thanked the Commissioners for the recommended per pupil increase they will likely support but
19 said that it is not enough. She said there are a record number of vacancies in the district and
20 said it is impossible to have excellent schools without the teachers and staff to run them. She
21 said schools are the bedrock of Orange County and attract an inflow of residents which
22 improves the tax base. She said schools are the greatest tool to leverage when thinking about
23 equity in our community. She said the county is not spending what it takes to maintain
24 excellence.

25 Cassie Ford thanked the Commissioners for their work in making Orange County a place
26 so many choose to live and build their families. She said she is the wife of a small business
27 owner, parent of two children, and PTA council president and strongly recommends the Board
28 fully fund the CHCCS and OCS budget requests including the expansion budget. She said after
29 graduating from UNC Chapel Hill, she chose to keep her family in Carrboro due to the
30 reputation of the public schools. She said this reputation cannot be taken for granted. She said
31 she was surprised to learn that Orange County allocates a much lower percentage of the annual
32 budget to education than surrounding counties. She said with the boom in remote work, people
33 have more choice about where they will live and work. She said if CHCCS and OCS continue to
34 suffer teacher losses and long stretches with open vacancies, the county will not be able to
35 continue attracting families and businesses due to its schools' reputations. She said she
36 recently learned that from the SLP and school psychologist at a CHCCS that they are not able
37 to fill many positions despite receiving approval to recruit for them. She said the district salaries
38 are well under the market rate compared to neighboring districts and nationally. She said she
39 appreciates that the recommended budget includes an increase per student, but it doesn't
40 address current need of schools. She said the state has mandated, but not funded, reduced
41 classroom sizes and teacher raises, and the continuation budget simply keeps up with these.
42 She said without the expansion budget being funded, schools will continue to pay below market
43 rates, have positions unfilled, understaffed classrooms, and underserved students. She asked
44 the Board to allocate some of the revenue growth Travis Myren spoke about to fully fund the
45 CHCCS and OCS budgets including both continuation and expansion budget requests.

46 Caroline Wang said she is an 8th grader at Smith Middle School and has been part of the
47 CHCCS community since kindergarten. She said she and her peers remember and have been
48 impacted by every teacher they have learned from. She asked the Board to fully fund the
49 CHCCS budget. She said teachers impact the education of hundreds and even thousands of
50 students, are incredibly important to the community, and encourage students. She said CHCCS
51 are below market rate locally and nationally. She said she has seen many teachers work hard

1 for their students in classrooms and even extracurricular activities, often without extra
2 compensation. She said many teachers commit years of their time to cultivating minds of
3 students despite being inadequately compensated. She said it would be unfortunate for Orange
4 County to lose these dedicated teachers. She asked the Board to put education at the top of
5 their priorities for current students, teachers, and school systems, as well as those who choose
6 Orange County as their home. She said schools and teachers are nurturing the minds of the
7 future contributors of this county, state, country, and world. She said educators pour their hearts
8 into what they do and that should be reflected in the budget.

9 Michael Kang said he is a sophomore at East Chapel Hill High School. He asked the
10 Board to fully fund the CHCCS budget. He shared his experience in Spanish class this year. He
11 said at the beginning of the year, half of his classroom peers wanted to become fluent in
12 Spanish and over half wanted to continue their education in SP Spanish the next year. He said
13 his Spanish teacher left during the second week of second quarter, so much of the work for the
14 semester was completion based with few evaluations, and was much easier than he had heard
15 from upperclassmen. By the beginning of the third quarter, only 3 people in the class wanted to
16 continue their education in AP Spanish and no one in the class indicated they were fluent
17 enough to live in a Spanish speaking classroom. He said thankfully a teacher transitioned to his
18 class in the fourth quarter. He said 3 out of 5 Spanish teachers have left this year and all
19 Spanish 1 and 2 courses were transitioned to remote learning and they have had 8 teachers so
20 far. He said this isn't just the Spanish classes that are experiencing a lack of teachers and
21 turnover. He said he would be better prepared for future Spanish learning if he had a consistent
22 teacher all year. He said securing better teachers means support for the county to the Orange
23 County academic community, and full investment is needed to keep the quality of schools so
24 students don't limit their dreams.

25 Jason Kary said he has been a resident of Orange County for 18 years. He said he
26 supports all of the educators in the room and the pay increases they are advocating for. He said
27 he had to take his daughter out of middle school because her panic attacks were preventing her
28 from learning. He said the issue is far deeper than teacher compensation and the whole system
29 needs to be looked at. He encouraged the Board not to approve the 2022-23 budget due to the
30 broadband plan. He said he lives off of Redgate Rd. and his neighborhood has been left off the
31 NorthState service map. He said the companies are reporting that his neighborhood has
32 broadband options, but there is only one option and it is only 4 MBPS. He said NorthState told
33 his neighborhood they were not part of the contract with Orange County. He said he believes his
34 neighborhood of 14 households will have to pay around \$62,000 as a whole for NorthState to
35 run fiber to their area, based on the fact the County's \$40 million contract covers 9,000
36 households. He asked the Board not to approve the budget and to help him and his
37 neighborhood get the broadband they need.

38 Whitney Robinson said she has a 1st grader at Northside Elementary. She said this is
39 her first child in the public school system and he started during the pandemic. She said she is
40 on the School Improvement Team at Northside and it has been eye opening. She said it's hard
41 to fill vacancies even just for maternity leave. She said she feels the effects of burnout even in
42 higher education, including emotional burdens, student needs, and having to do catch up. She
43 said she knows a lot of first grade teachers who are trying to do catch up for students who
44 started kindergarten during the remote learning year. She said seeing the budget on the school
45 improvement team is eye-opening because teachers don't make much money. She said the
46 budget is strategic and lean and is focused on creating positions that can best care for student
47 needs. She said she sees the challenges teachers are facing and understands why they
48 wouldn't continue doing this work. She said she understands how organizations can get into a
49 death spiral when there is continued understaffing and asking people to do more. She said it's
50 about investing now vs. letting things spiral into a greater crisis later. She said it was great to
51 see the budget presentation, but if you average out the proposed per pupil increase

1 recommended for this year with the lack of an increase the past two years, this increase isn't
2 that big. She said she would rather the issues be addressed now than have a crisis later.

3 Molly Beak said she is a teacher at a Title 1 school in Chapel Hill and also has family
4 members who were educators. She said she loves her job and wouldn't do anything else, but
5 she sees people in other jobs, administration, decision-makers, etc. throw up their hands and
6 say there just isn't money, supplies, and resources, while teachers have to go in and face
7 students every day. She said teachers can't throw up their hands because they have to face the
8 students every day. She said she understands the Commissioners have to make hard
9 decisions, but asked them to imagine if they had to walk into a classroom the next day. She said
10 she only has three students who speak English at home and got 5 new students between
11 Thanksgiving and Christmas, including 2 from Afghanistan who had been in refugee camps.
12 She said she didn't throw up her hands, she got to work and all of her students have grown.
13 She said teachers have to continue to do their job every day no matter what they are given, and
14 then have to beg for more pay. She said the only time she throws up her hands is when her own
15 child wants something and she tells him it will have to wait until the end of the month. She said
16 she loves her job and wants to continue to do it, and asked the Commissioners to imagine that
17 they have to go into a classroom and tell students why they made the decisions they did.

18 Hope Love said she is a theater teacher at East Chapel Hill High School, married to a
19 science teacher, and has a child who attended elementary school in CHCCS. She said she was
20 going to discuss a metaphor. She said there is a lot of equivocating and debate in her
21 household. She said she asked her son to do something on Mother's Day and he explained to
22 her that it wasn't a job for him and it was too hard. She said her husband told their son that his
23 mother does things he asks her to all the time without explaining how she gets it done and
24 instead of gifts, she needs his help when she rarely asks. She said educators have asked.

25 Auburn James said she is a science teacher at East Chapel Hill High School, and it is
26 her 7th year teaching. She said her third year of teaching was the best year, which was also
27 when she started working at East Chapel Hill High School, and felt like she won the lottery
28 getting to work in CHCCS. She said that this year has been the worst of her career and is
29 working 3 times harder than any time before to make up for learning loss from last year. She
30 said she has held over 30 evening virtual office hours for her students to give them extra help
31 and prepare them for AP exams. She said she can't keep working like this without appreciation.
32 She said the rate of inflation is causing her grocery bill to go up. She said she doesn't know if
33 she can afford to be a teacher anymore. She said she doesn't have a spouse's income and she
34 pays her own mortgage. She said she wants to continue doing her job for her students and
35 colleagues who deserve her best and asked the Board to fully fund the CHCCS budget request.

36
37 A motion was made by Commissioner McKee and seconded by Commissioner Richards
38 to close the public hearing.

39
40 **VOTE: UNANIMOUS**

41
42 Chair Price said that the Board will continue to work on the budget and there will be
43 another budget public hearing in June. She said the Board was listening to all of the comments
44 and appreciates everything they do and thanked the students who spoke for their words.

45 Commissioner McKee said the fund balance of CHCCS as of the end of December 2021
46 was \$15 million. He said their required fund balance is 5%, or about \$3 of \$4 million, so there is
47 \$11 million in fund balance that the school board could allocate. He said a 3% pay increase
48 would cost \$1.4 million. He said he appreciates everyone for coming out and for speaking
49 because the Board is responsible for allocating funds to the school boards, but the CHCCS
50 school board could do something about this now.

51 Chair Price asked for the person who spoke about broadband to provide their address.

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The Board transitioned to a Work Session.

4. Discussion on the Orange County Food Council and Next Steps

The Board received a progress report from the Orange County Food Council regarding its work from 2019 through spring 2022 and discussed next steps.

BACKGROUND: The Food Council Coordinator was hired in July 2019. This new Coordinator position was established through an inter-local agreement process and is jointly funded by Orange County, Chapel Hill, Hillsborough and Carrboro. The Coordinator is charged with coordinating the Food Council and helping it achieve its goals. This presentation and discussion will provide an update of the Coordinator’s work and progress since late 2020 and an overview of the Food Council’s plans for the 2022-2023 Fiscal Year.

Ashley Heger, Food Council Coordinator, gave the following PowerPoint presentation:

Slide #1



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1 Slide #2

Orange County Food Council

Who we are: Coordinator, elected liaisons, council members, community partners

Mission: Grow a sustainable and equitable local food system

How we work: Invest in relationships, work with community experts to identify issues and opportunities, research and develop solutions, and build bridges between community wisdom and decision-makers

2
3 Ashley Heger said the council includes one paid coordinator, four elected liaisons, a
4 number of at-large council members, and designated members from Cooperative Extension, the
5 AG Preservation Board, a food-access practitioner, or someone with an experience or expertise
6 in food-access to make sure to hold space for people with lived experience. She said they also
7 have very important community partners and stakeholders that drive the work.

8
9 Slide #3

2020 - 2022 Accomplishments & Projects

Our work in 2020 included...

- Developed a racial equity scorecard & report for the county food system
- Presented a food access report at the County Commissioners annual retreat
- Completed an equity assessment of 2 agricultural programs
- Supported the development of the Orange County Black Farmer Group
- Hosted weekly then monthly covid food system coordination calls
- Facilitated community feedback to emergency food assistance programs

Projects 2021 to now...

- Community food access assessment
- Growing local food markets pilot program
- 'Community-Rooted' Development Training with Communities in Partnership
- Farmworker Advocacy Network

10
11 Ashley Heger said that this is a brief overview of their most important work in 2020 and
12 projects from 2021 to date. She said that a couple of actionable items came out of the annual
13 retreat which have since been followed up on.

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1 Slide #4

Equity Framework (how we work part 2)

Lessons learned

- It's not just what you do, but how you do it

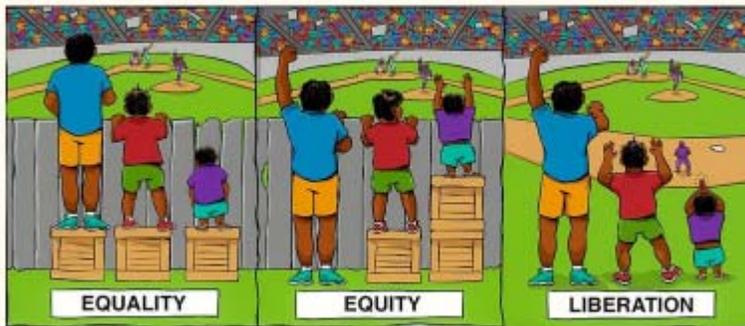
Operationalizing equity

- Moving at the speed of trust / relationships
- Ask: Who makes decisions for whom, and how?
- Shifting power and resources to those most impacted
- Lived experience = subject matter expertise

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She said they learned that it is not so much what you do but how you do it that makes the impact and they have moved away from value statements around equity and environmental sustainability to operationalizing that work. She said they are trying to make it practical and start dealing with the issues. She noted that lived experience is expertise.

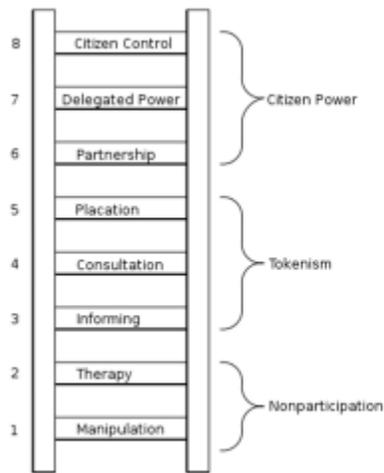
8 Slide #5



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Ashley Heger showed this slide depicting the differences between equality, equity, and liberation. She said that equality was once the goal, now we have a better understanding of equity, and can strive for removing the barrier. She said that cultural and political norms change and it is okay that they do.

1 Slide #6



“citizen participation is a categorical term for citizen power. It is the redistribution of power that enables the have-not citizens, presently excluded from the political and economic processes, to be deliberately included in the future. It is the strategy by which the have-nots join in determining how information is shared, goals and policies are set, tax resources are allocated, programs are operated... There is a critical difference between going through the empty ritual of participation and having the real power needed to affect the outcome of the process.”

Source: lithgow-schmidt.dk/cherry-smutsein/ladder-of-citizen-participation_en.pdf

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3
4 Ashley Heger said that looking at the ladder, the Food Council still often finds itself in the tokenism range because they work in a structure that does not allow for full citizen power. She said this ladder is a description of how decisions are made and access to power. She said that for anyone on the Board that has been participating in the ONE Orange GARE process, they are aware they this group is also struggling with how to move away from tokenism to citizen power within the existing structures.

10 Slide #7

Community Food Access Assessment

The what & the how:

- Design process
- Timeline
- Methods
 - ◆ Shifting power
 - ◆ Centering community experts

Consultation → Partnership

Final Report will include:

- Community-led analysis of budget data
- Community experts gaps analysis
- Recommendations for decision makers from the most impacted communities
- Stories and wisdom from lived experience that can guide future decisions

11
12
13 Ashley Heger said that when reaching out to community partners, they said they wanted to hear about what is going on within these institutions. She said that circumstances were more precarious than originally thought. She said the assessment engaged citizens in the design process. She said they have been able to compensate the community leaders that provided insight into the process and work on the research team. She said their guidance and direction is being used to see how the county invests in ending hunger. She said they have been reviewing the county's last five fiscal year budgets and have been collecting data on anything directly related to food access. She said they have been grappling with how to shift power and defer to those who are directly impacted. She said they are moving from consultation to partnership. She said they hope that they can come to present at a work session in the next year to provide

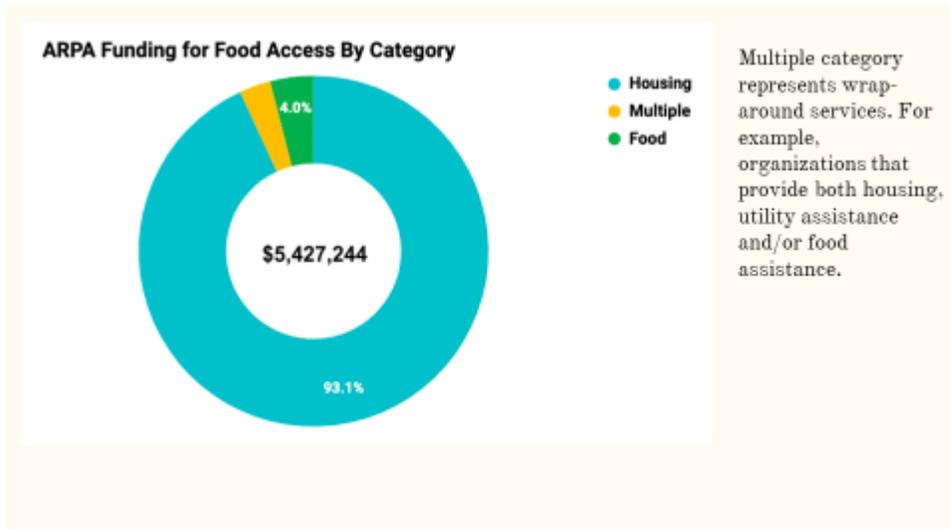
1 additional information on that work. She said that another group of four community experts go
 2 through a multi-week photovoice project that has led to the collection of very important
 3 information being collected in diary format along with photo and video. She said they are about
 4 to present the budget data they have been collecting to another group of eight community
 5 experts from the most impacted areas in Orange County: the refugee and immigrant, Black,
 6 rural, and Latinx communities. She said they will go through a process of analyzing the budget
 7 data and then conduct a gaps analysis. She said they will create recommendations for the
 8 decision makers in the county to consider.

9
 10 Slide #8



11
 12 Ashley Heger said they took the social determinants of health and turned it into the
 13 social determinants of food access. She said these are the five key areas that were included
 14 when analyzing the budget over the past few years.

15
 16 Slide #9



17
 18 Ashley Heger said this is an example graph they will be sharing. She said that the
 19 multiple category is 2.9%. She said this is the ARPA funding collected in those years.

20 Chair Price asked Ashley Heger to explain the difference between the slide on the
 21 screen and the one they received in their packet.

1 Ashley Heger said that the slide in the packet was the wrong slide and the one on the
 2 screen is correct. She apologized and said not to consider slide #9 in the packet. She said they
 3 created a category called "multiple" to include the Inner Faith Council and others that provide
 4 wraparound services.

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 6 Slide #10

Expanding Local Food Markets Pilot Project

At the recommendation of the chair of the Orange County Board of County Commissioners, the Food Council and Cooperative Extension have been exploring options for a pilot program to expand markets for Orange County growers and increase access to local foods for regional buyers.

- Stakeholder interviews
- 18 month pilot program
- Support 6-8 growers in an online selling/marketing platform to connect to regional buyers
- Pilot participants will help advise program implementation and evaluation
- Data collection and 2-4 staff reports annually
- Intended timeline: July 2022 to December 2023

7
 8 Ashley Heger said that in Spring 2021, Chair Price recommended that the Food Council
 9 work with Fresh Fire. She said they asked for feedback from stakeholders, including the Black
 10 farmer group they've worked with, and asked them what they think about this. She said that she
 11 has worked with Cooperative Extension to complete those stakeholder interviews. She said they
 12 chose from a wide spectrum of food producers in the county, and they selected a diversity in
 13 product, size, and how long they have been around. She said they said they were already
 14 engaged in wholesale markets or looking to do so. She said that five years ago, the Board had
 15 created a gap fund for farmers, and they thought there would be a line out the door to help get
 16 them certified but farmers in the county were doing direct sales and said there was no desire to
 17 move beyond that. She said that now there has been a switch and there is a higher demand
 18 here for local goods. She said that this pilot program will help small local growers expand into
 19 wholesale. She said they are proposing an 18-month pilot that would start in July. She said the
 20 funding would support eight growers in the county to become able to participate in online
 21 wholesaling. She said this would cutout the middleman and allow more local engagement. She
 22 said they hope they can also supplement the buyers, but they are not quite sure what they
 23 buyer side looks like at this point. She said that the third portion of funding will be for more
 24 frequent and more detailed data on the local food system. She said that the Fresh Fire
 25 specialized in data collection and can do customized reports, help interview, and give them key
 26 information on how program is working or if it is not.

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1 Slide #11

MOU Renewal

Original MOU was signed in 2019

Executive Committee Recommendations for an updated MOU

- Remain in effect for 5 years
- Update funding percentages with 2020 census data
- Remove the number of council seats from the MOU
- Include reference to racial work

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3
4 Ashley Heger provided information on the history of her position and the original MOU.
5 She said it is an Interlocal agreement between Orange County, Chapel Hill, Hillsborough,
6 Carrboro. She said it is similarly modeled after the Partnership to End Homelessness. She said
7 the MOU expired in March 2021 and that the executive committee of Food Council is
8 recommending it be renewed. She said that a redlined version of the new MOU will be provided
9 in the next couple of weeks.

10 Slide #12

Questions & Discussion

Ashley Heger

aheger@orangecountync.gov

11
12 Commissioner Richards asked when the community assessment final report would be
13 done.

14 Ashley Heger said it should be provided to the Board in sometime in July or August. She
15 said the community consultations will end in May and afterwards they will just be writing it.

16 Commissioner Richards asked if it will be when they come back from break.

17 Ashley Heger joked that the Commissioners will not be overwhelmed at all when they
18 come back from break. when the pilot project will be started.

19 Commissioner Richards asked if the pilot project will end in June.

20 Ashley Heger said the Expanding Local Markets pilot will likely come back as a budget
21 amendment in June but said they would need to confirm this with Travis Myren. She said this

1 would hopefully allow it to start in July. She said the reason is they would like to cover two
2 growing seasons and run it for 18 months. She said they would cover half of one growing
3 season in the first phase and then a full growing season in the next.

4 Commissioner Richards asked if the assessment would be after the pilot project.

5 Ashley Heger said they are two completely different projects. She said the assessment
6 will be available to the Commissioners upon their return from break and at that same time, they
7 hope to be at the beginning of the pilot program.

8 Commissioner Richards said in the summary for work plan, it would be helpful to show
9 the amount things increased.

10 Ashley Heger said they can certainly put that in.

11 Commissioner McKee asked what the cost is for the pilot program.

12 Ashley Heger said \$25,000 over 18 months.

13 Commissioner McKee asked if that would support six growers.

14 Ashley Heger said they hope to support eight growers and between 1 and 3 regional
15 buyers. She said the remaining amount would go to data collection efforts.

16 Commissioner McKee asked how many growers there are in Orange County.

17 Ashley Heger said she does not have that number, but this pilot program would be for
18 growers with consumer ready products. She said this will not involve those that are producing
19 meat.

20 Commissioner McKee asked if it would include growers of corn or butter beans because
21 that is crucial for him to know. He asked how many growers this program has made contact
22 with.

23 Ashley Heger said she feels like she has received this question a few times and that she
24 is only one person and must rely on a network of partnerships because one person can only do
25 so much. She said she utilizes partnerships with community organizations, such as the Ag
26 Preservation Board, Cooperative Extension, and Breeze Farm. She said that she wants
27 Commissioner McKee to know that if he ever has any farmer, or group of farmers, that he would
28 like her to make contact with, she will show up for that. She said there is no master contact list
29 in the county for farmers.

30 Commissioner McKee said there is a list for certain products.

31 Ashley Heger said that is correct but Cooperative Extension maintains that and they will
32 not share it unless she has a very specific reason for needing it because the farmers on the list
33 have requested not to be contacted.

34 Commissioner McKee said that is a problem she is going to have and that he is a retired
35 farmer that wholesaled his product. He said it was not food, but it was a farm product. He said it
36 is an extraordinarily difficult market to break into. He said that \$25,000 will not scratch the
37 surface of the need. He said that his comments are not a direct attack on Ashley Heger or of the
38 Council but that he has not ever thought this program would put food on the table and he is still
39 of that mind. He said that farmers markets exist at several locations now in the county. He said
40 other farmers are involved in direct marketing or selling directly from their farms. He said he fails
41 to understand what this program is trying to do and where it is going. He said he has real issues
42 spending as much time and effort on this and he does not know where this is going. He said
43 there is massive hunger in areas of the county, but this is not being addressed. He said he does
44 not want to look at data points, but wants to see providing food. He said there are other
45 organizations in the county that are providing food directly to people.

46 Ashley Heger said that is correct and that it is her understanding that she was not hired,
47 nor was the coordinator position designed, to be a direct service but rather to coordinate
48 systems-based issues. She said for example if they saw the email that she forwarded them from
49 Commissioner Bedford, it is her job to stay in the know of what is happening across the region
50 as well as coordinate direct action to the most impacted communities.

51 Commissioner McKee said he understood.

1 Chair Price said she was also interested in seeing food on the table and when she was
2 contacted by the co-chairs of the fresh buyers, that their data is about getting farmers in touch
3 with consumers so they can get the food on the table that people actually want rather than just
4 handing people a bag of food. She said that data will help them go from a philosophy to more of
5 practical measures.

6 Ashley Heger said this would include costs so they would get feedback from the buyers
7 and the sellers of if this makes economic sense. She said the question that could be answered
8 is can someone grow lettuce in Orange County, then sell it to Weaver Street Market, and that be
9 an affordable and accessible good in that space.

10 Commissioner McKee said the farmers do not need that. He said they are educated and
11 capable of figuring out their own numbers. He said that he is not intending to hound her over
12 this and that he does not mean to. He said that whatever the county does for food access, they
13 need to be dealing with food access. He said he does not understand how this organization
14 helps the farmers and those who have a lack of nourishing food. He said he sees that work is
15 being done, but he does not understand how this is better than a facility that would collect
16 aggregated product. He said that there is no way a small farmer in Orange County can supply
17 the theoretical one hundred boxes of lettuce on their own.

18 Ashley Heger said there is an issue with aggregation.

19 Commissioner McKee said he thinks there is a regional collection facility in Durham
20 County. He said he does not know how the logistics of putting UNC Hospitals in touch with local
21 farmers is going to work and that it can be guaranteed. He said he thinks the effort does not
22 seem to help the farmer make contact with the people that they need to sell to. He said when he
23 was a farmer, he would have to do the legwork to convince them that they needed to buy from
24 him. He said that help would be fine, but have they not been dealing with this for 5 or 6 years.

25 Ashley Heger said they have only been dealing with her since 2019.

26 Commissioner McKee said they are still at the 30,000-foot level.

27 Ashley Heger said that Cooperative Extension, the Ag Preservation Board, and
28 Economic Development that could be grappling with the larger issues he is talking about. She
29 said that her job as coordinator is to examine those that have been most impacted by the
30 systemic racism in our food system and how does she work with them to provide a bridge into
31 this institution while also building out the capacity of the institution. She said coming back to the
32 idea of moving at the urgency of those most impacted, she feels that it should not be her
33 deciding what farmers feel is and is not urgent. She said that the design of this particular pilot
34 program is to work with a very small group of growers to understand the impacts of them getting
35 the kind of support that Commissioner McKee is talking about and to identify the gaps. She said
36 some the already anecdotally know. She said that most farmers cannot afford a \$30,000
37 refrigerated truck and there is no aggregation center in the county. She said that the
38 aggregation center in Durham will only take GAP certified products and there is only one GAP
39 Certified farmer in the county. She said that a number of farmers interviewed for pilots are
40 already doing this work together. She said there is one farm that has already helped incubate
41 two additional farms and they also have a contract with Weaver Street Market to grow and sell
42 celery. She said that instead of taking a \$100 thousand plus contract for himself, he split it
43 between him and two other farms. She said that farmers, as Commissioner McKee knows
44 firsthand, know it takes a community, a network and that they are very wise and very
45 experienced. She said that it is not her directing people what to do, but rather asking for input
46 from farmers about what is working well and what supports they need. She said that the pilot
47 project will allow farmers to benchmark and lead the direction to say what is and is not working.
48 She said they will have regular meetings with the cohort and the data from Fresh Buyer to
49 inform the work. She said she hears Commissioner McKee's frustration, does not take it
50 personally, and knows there are always more farmers to reach.

1 Commissioner McKee said the county is already working through this through economic
2 development loans and grants and the farmers using Breeze Farm.

3 Ashley Heger said those farmers were interviewed and they said they could use help in
4 bridging the gap between incubator farm and wholesaling.

5 Commissioner Bedford asked when the MOU will come back to the Board.

6 Ashley Heger said hopefully very soon. She said this is an update and that she has to
7 work with the Attorney's Office to finalize the MOU and that the Board can see the redlined
8 version.

9 Commissioner Bedford said the Climate Reorganization Subcommittee reviewed the
10 MOU and Council Member Slade said the Food Council members choose their own members.
11 She asked who approves their bylaws. She said that she does not want to create a group that
12 the Board has no control over.

13 Ashley Heger said this is the tricky part of embracing relationships and not seeing that
14 as some form of nepotism or playing favorites. She said she is open to as much transparency
15 as possible. She said that she can walk them through how they became a hybrid group of the
16 county. She said in 2019 there was a desire that the Food Council remain an autonomous body
17 that she would help coordinate and they could engage in state level advocacy work. She said
18 now they are not getting close to that type of work. She said if there is a group, like the NC Food
19 System Advocacy Coalition, then they can participate in it. She said they are not a formal
20 advisory board and that one of the reasons is the community said they have disengaged from
21 participating in most of these advisory boards because we see no return and is often a space
22 that is not designed for us. She said when original legal agreement came through, it was
23 decided that the executive committee would have all elected official liaisons and that committee
24 would oversee all final decisions. She said the way members are selected is through a
25 campaign for new members. She said the application asks for information about where people
26 live, work, and how much money they generate. She said they want that information to know if
27 the council is representative of the community and every part of the food system. She said the
28 executive committee make the final decision after reviewing the applications. She said that
29 probably feels informal because that is different than how other advisory boards work in the
30 county.

31 Commissioner Bedford asked for Ashley Heger to provide demographic information on
32 the board.

33 Ashley Heger said up until 2020 they were a majority non-white council. She said age
34 ranges from eighteen and beyond. She said that gender-wise, it is heavily female. She said she
35 would be happy to share trends overtime.

36 Commissioner Greene said she is the elected liaison to the Food Council and has been
37 involved in it since the beginning. She said if the Board is going to say the Council is not
38 working because they are not putting food on tables then that is not going to get anywhere
39 because that is not the purpose of the Food Council and that has never been the purpose. She
40 said that the purpose of the Food Council is to work within and strengthen the food system in
41 Orange County. She said this work is to help farmers that are already mission driven to be a
42 networking farmers and to help them take advantage of changes that the Council can bring to
43 the system. She said that they can use the help of the Council to gain access to places that they
44 had not before. She said they saw during COVID what happens when the food distribution
45 system breaks. She said that there was milk being destroyed in Midwest because they had put it
46 in containers for school children and they did not have the big containers to send it to the
47 grocery store and they found they could not switch on a dime and had to dump the milk down
48 drains. She said that now there is a greater awareness of the need and interest in making local
49 food production and distribution system more robust. She said the comparison is to the
50 Partnership to End Homelessness. She said the Climate Council never had an MOU to begin

1 with. She said that this process is innovative and there is a lot of control from the executive
2 committee. She said that it has a unique mission and unique history.

3 Ashley Heger said it was modeled after the Partnership to End Homelessness. She said
4 that is why the executive committee has so much power and that design was also what the
5 citizen group gave up to gain more structure, resources and support. She said they still wanted
6 to maintain the connection to values and communities they work with.

7 Commissioner Fowler asked how the chair and co-chairs are elected and how long their
8 terms are.

9 Ashley Heger said there is a process every 1-3 years where people nominate
10 themselves or others to become co-chairs on the Food Council. She said the Food Council
11 votes. She said that the co-chairs choose the duration. She said that comes back to the
12 community they work with and that there are no paid positions on the Council, and this is
13 essentially free work provided by the members. She said who has the privilege to volunteer their
14 time. She said they are still grappling with available free time. She listed the co-chairs since
15 2020 and said they were all nominated and elected by their peers and get to decide if they serve
16 a 1–3-year term. She said they will be updating bylaws at June meeting and will provide to the
17 Board.

18 Commissioner Fowler asked why 5 years for the MOU.

19 Commissioner Greene said the model from the Partnership is 5 years.

20 Ashley Heger said Chapel Hill wanted 2 years in 2019 but all other entities agreed with
21 five.

22 Commissioner Fowler asked if this was something that is needed forever, or if there
23 would be an endpoint to the work.

24 Ashley Heger said she would love to work herself out of this job. She said that she thinks
25 it will be needed longer than she hopes. She said that there are other models besides a Food
26 Council Coordinator and it can be measured to see what is working. She said that Durham
27 created a food access coordinator in Cooperative Extension. She said they are only dealing with
28 access, not system-wide organizing or dealing with farmers. She said that she works closely
29 with them and has drawn them into the TJCOG space because you can't separate those issues.
30 She said that from the beginning, it has been said that housing cannot be left out of food
31 access. She said that it is not just one coordinator's work. She said that the work could be
32 disbursed because there is more work than one person can actually do. She said that more
33 strategic alignment across all departments would likely be beneficial.

34 Commissioner Fowler said that is true for a lot of the different work the county is doing
35 and that most of them have some overlap. She said that is kind of the point – do we continue to
36 make special projects or do we start working to bridge the overlap.

37 Commissioner Hamilton said it is hard in this current iteration to be clear what the targets
38 are and that it is too much. She said there is not the ability to be effective by getting the data
39 and homing in on the work. She said she is concerned about the effectiveness and how it is
40 currently designed. She said she wants to see the data to see what would make sense.

41 Ashley Heger said the coordinator position was originally created to coordinate
42 community spaces to align with the Board's social justice goals. She said she could help
43 convene the impacted community members and bring that back to the Board. She said that at
44 one time she was once coordinating a food access group and a food waste group and then they
45 cut back and decided to only focus on the local food economy and food access. She said that
46 nationally, as well as in other countries, all are grappling with what the correct metrics are. She
47 said it is about capacity building within the organization. She said that data is important but is a
48 flattened piece of information and the question is how to move beyond simplified data while also
49 embracing that there is knowledge and wisdom beyond it. She said Commissioner Richards and
50 Commissioner Greene came with her to visit a couple of farms and hopefully can do more of

1 that. She said that they can be doing better by doing a local ag census that is independent of
2 USDA.

3 Chair Price asked how many people are on the entire council.

4 Ashley Heger said sixteen, but five are open seats. She said they are requesting to have
5 stipends to grapple with the issue of free work because they do not want to create a Council
6 that is majority filled with those that have privilege and access.

7 Chair Price clarified that the co-chairs are not elected representatives.

8 Ashley Heger said that is correct.

9 Chair Price said she was skeptical in 2018 but sees that this is getting somewhere now.
10 She said that she can see the need. She said she hopes the pilot works and that Ashley Heger
11 has actually brought the Food Council a long way. She asked about the proposed 5 years for
12 the MOU. She said she hopes it is five years. She said she does not think Ashley will work
13 herself out of this job because the need will be continuous and ever evolving. She said she is
14 thinking about three years instead of five.

15 Commissioner McKee asked if she was advocating for a separate ag center from USDA
16 and Extension.

17 Ashley Heger said she said a separate census. She said that the USDA does one every
18 seven years and that she wants to do one locally. She said they have talked about doing one
19 multiple times but they always come back to the same issue – who do we talk to, what data are
20 we collecting. She said that if that does not change and if they only get input from those already
21 connected then the data will be there but how good will it be. She said that is why they decided
22 to start small and a way directly connected to those on the ground. She said that hopefully this
23 pilot project could lead to a local census.

24 Commissioner Bedford said she loves the idea of a census. She said that she would like
25 more information, or numbers, because she is not clear on what marginalized communities she
26 is talking about. She said more numerics help her. She said that she thinks the Board needs
27 better ways to share information because they are all liaisons to committees, but they do not
28 really share any of that information with the full Board. She asked the Board to think about it
29 because there has to be a better way.

30 Chair Price said they all can give reports at the beginning of meetings, but she
31 understands that is not likely enough. She said even though the Board is looking at what is
32 happening now, the project can also help support new farmers if they know there is a place for
33 them. She said this could encourage new and younger farmers to start.

34 Ashley Heger said it would be a launching pad.

35 Chair Price said that she has talked to some of the new Black farmers, and they are
36 excited to get into Weaver Street but that is not insurance and they would be happy to get more.

37 Ashley Heger said that Fresh Fire works with restaurants, stores, and institutions with
38 buyers spanning from US Foods to Weaver Street.

39 Commissioner Greene said that Breeze Farm moved from the model of accepting brand
40 new farmers, so that left a gap there. She said this highlights the importance of working with a
41 more informal network.

42 Ashley Heger said it will always be “both and.” She said she fully hears the criticisms
43 and understands because they really are flying the plane and building it at the same time with
44 this work. She said moving toward equity is challenging.

45 Chair Price said not to think about them as criticisms but rather comments.

46
47

1 **5. Additional Discussion on Regulation of Large Gatherings**

2 The Board discussed the regulation of large gatherings in Orange County.

3
4 **BACKGROUND:** The Board of Commissioners requested information on possible options for
5 the County to potentially regulate protests or large gatherings in Orange County. The Board
6 initially received information on this subject at its March 10, 2022 work session. At that work
7 session, the Board discussed many aspects of this type of regulation including prohibiting large
8 gatherings on certain public-school properties. The attachments include a legal overview of the
9 regulation of protests and gatherings that was provided at the work session, some relevant state
10 statutes, and a draft County ordinance.

11
12 The draft ordinance generally:

- 13
- 14 • Covers parades and picketing.
- 15
- 16 • Establishes requirements for the content of permit applications and notice and assigns
- 17 responsibility for oversight of the ordinance to the Clerk to the Board in consultation with
- 18 the Sheriff.
- 19
- 20 • Provides for an appeal to the County Manager if a permit application is denied.
- 21
- 22 • Establishes standards of conduct for participants and organizers of Parades and
- 23 Picketing.
- 24
- 25 • Establishes the locations at and upon which Parades and Picketing may occur. Not all
- 26 county property is what's known as a public forum and so limits access to only certain
- 27 county properties.
- 28
- 29 • Prohibits Parades and Picketing within five hundred feet of school property and
- 30 playgrounds; and
- 31
- 32 • Declares violations to be subject to a \$500 fine and equitable relief.
- 33

34 John Roberts said they had previously talked about this in March. He said that sample
35 ordinals were presented at that time and that he has drafted an ordinance based on Wake
36 County's but is different because it has portions dealing with schools that this Board wants
37 included. He said that this ordinance also includes parades and picketing. He said that those
38 usually happen in city jurisdiction, but this will be county jurisdiction. He said that this also
39 includes application information for a parade and that the Clerk's office has graciously
40 volunteered to be the application director and to hand out permits. He said there is not an
41 application or permit process for picketing, but it would require notice. He said the Clerk would
42 then consult with the Sheriff. He said that if there is a permit denied there is an appeal process.
43 He said that it establishes standards of conduct for those participating in picketing. He said that
44 it will have designated locations for picketing if the Board so chooses to keep those included.
45 He said that it would be up to the Board to determine what is considered public forum. He said
46 that it prohibits parades or picketing within five hundred feet of a school playground even on
47 private property. He said he specifically did not put in misdemeanor provisions because the
48 General Assembly made it very difficult to get a conviction of a local ordinance misdemeanor.

49 Chair Price said the Efland Christmas Parade is in the county.

50 Commissioner McKee said there are a few and asked if those would require a permit.

1 John Roberts said if it is on a state-maintained highway, the permit would not be
2 applicable here.

3 Commissioner Greene she understands where it is not applicable and asked what
4 streets are left.

5 John Roberts said the county does not control roads in the county's jurisdiction. He said
6 he did not see any that would apply, currently. He said if the county is temporarily in control of
7 the road, he really is not sure. He said that the ordinance does not allow the impediment of
8 traffic as it is written and does not apply to vehicular roadways.

9 Commissioner McKee asked if including parade language is a solution looking for a
10 problem.

11 John Roberts said it is and he is not going to recommend the Board adopt parade
12 language.

13 Commissioner McKee asked what authority or justification there is for five hundred feet.

14 John Roberts said that is for the Board's discussion and five hundred feet is just a
15 number at this point. He said that he understood there was concern that people were too close
16 to school property, students, and staff, so the number is up for Board consideration.

17 Commissioner McKee asked if the protestors were actually on school property during the
18 incident in question.

19 John Roberts said he does not know what incident gave rise to this.

20 Commissioner McKee said it was a Board of Education meeting.

21 Chair Price said there was a football game at Orange High and there were board
22 members and parents who were concerned. She said it was hard to determine where they were.

23 Commissioner McKee asked of if they were on public or private property.

24 Chair Price said she understood that they were in the road.

25 Commissioner McKee said that football stadium is maybe 1,000 feet from the roadway.
26 He said that there are people on the street in Hillsborough and he does not see the difference.
27 He said he wants to make sure they get this right. He said that it is the same with parades. He
28 said he wants to make sure he knows why they are picking 500 feet. He said that with restricting
29 the public right of way or private property he is concerned about how this affects free speech.

30 Chair Price said if someone wants to have a parade who currently issues a permit.

31 John Roberts said currently there is no permit issued, but the Clerk would do it going
32 forward.

33 Chair Price asked if Churton Street is a state road.

34 John Roberts said Churton Street is a state road but is within the Town's jurisdiction.

35 Chair Price asked about Orange High School Road.

36 John Roberts said it is a state road.

37 Chair Price said the Town of Hillsborough authorizes parades on Churton Street even
38 though it is a state road.

39 Commissioner Richards asked if there is a way to say, "...during school activities."

40 John Roberts said it could be limited to school hours, school activities, or anywhere a
41 property is holding a school athletic event.

42 Commissioner Hamilton said she made this petition as an attempt to protect children.
43 She said that children can be harmed with speech and if they feel unsafe in school then they will
44 not learn. She asked if the activity chairperson is relevant to picketing and parades.

45 John Roberts said yes.

46 Commissioner Hamilton asked if county owned property includes schools.

47 John Roberts said some schools are owned by the county and would apply to them.

48 Commissioner Bedford said for Carrboro High School, the county has part ownership so
49 they could get the sales tax.

50 Commissioner Fowler asked about 15 feet between picketers and asked if that is what
51 other counties have used.

1 John Roberts said he thinks that part came from Wake County, and it is all for Board
2 discussion and decision.

3 Commissioner Fowler said it seems like a large amount of space.

4 Chair Price asked if the section on private property for gathering, does that mean that
5 the county can control what is happening on private property.

6 John Roberts said there is case law to support that if private property is regularly used
7 for public purposes.

8 Commissioner Bedford said she would like some input from the Sheriff on what is
9 realistic for the deputies to enforce. She said there are some Confederate Flag waivers and
10 asked if the Sheriff was consulted.

11 John Roberts said he ran it by the Sheriff who said it looked good and he would enforce
12 it, he just did not want to be the permit issuer.

13 Commissioner Greene said she would like to remove the parade references. She said it
14 would be helpful if the Sheriff can attend the next Board discussion of this item.

15 Commissioner McKee asked if anyone else had an issue with the \$500 fine. He asked if
16 the fine would that apply to multiple people within the same event.

17 John Roberts said yes.

18 Commissioner McKee asked how that was not suppression of free speech.

19 John Roberts said their free speech is not suppressed if they are abiding by the terms of
20 the ordinance.

21 Commissioner McKee said he has a hard time imagining a picket being allowed at the
22 Orange High School with this ordinance. He asked if he stands at Orange High School Road
23 holding a sign that someone does not agree with, and they call the Sheriff since he would be
24 within five hundred feet of the school.

25 John Roberts said that right now that person could be removed if they were obstructing
26 traffic.

27 Commissioner McKee said that he is not talking about being in the roadway.

28 John Roberts it would be in violation if he is within five hundred feet of the school the
29 way it is drafted but the Board can choose any distance, they deem appropriate.

30 Commissioner McKee said that would impede his free speech.

31 John Roberts said free speech is not unlimited.

32 Commissioner McKee said he understands but that he does not want to tighten this
33 down to where someone would feel that they cannot express their opinion. He said that short of
34 someone making physical moves he does not feel threatened by someone standing with a sign
35 or yelling their opinion out. He said everyone sees the situation differently, but he wants people
36 to be able to express their opinion because that is the bedrock of this country.

37 Commissioner Hamilton said there are benefits to having an ordinance to regulate close
38 to the schools. She said if there are two groups with opposing views, demonstrating at the same
39 place and at the same time, this ordinance would give law enforcement the heads up that they
40 would be there and would also allow for planning to make sure that the opposing groups were
41 far enough apart from one another. She said that will help create a systematic response and
42 decrease chance that there would be some unhelpful interactions and be sure that both sides
43 can get their point of view across. She said that she wants free speech but not in a way that
44 harms children. She said this helps them know when things are happening, provides rules for
45 the demonstrators, and helps other people know what to do if there is a need to call law
46 enforcement.

47 Commissioner Richards said she remembers the messages the Board received from
48 students and parents and teachers, and they said they felt unsafe, devalued, and threatened by
49 the comments and the signs. She said they have a responsibility to provide a safe learning
50 environment for the students and that is what she wants to make sure they protect that. She
51 said that is the balance that is needed and asked how they create rules around that. She said

1 that she still goes back to those comments and wonders if there is a way to make this when
2 students are around.

3 Chair Price said having a safe learning environment is core to a sound basic education.
4 She said the concern for her and where this originated was around the schools and how to
5 address this so that kids could come to school without being intimidated. She said she is a
6 proponent of free speech, but in a more appropriate location than in a place where children are
7 impacted. She said she likes the five hundred feet from a school but maybe the distance could
8 be 1,000 feet.

9 Commissioner Richards said to go that far, the ordinance needs to cover all protests.
10 She said they have gotten complaints about one side being treated one way. She said the
11 section about schools should just be more specific.

12 Commissioner Greene said she is thinking of how to separate a parade from picketing.
13 She said if there is a parade, there is an organizer, but that is not always true for picketing. She
14 asked if this would require a permit for picketing.

15 John Roberts said no permits are required for picketing, but notice is required.

16 Commissioner Greene asked who would give the notice.

17 John Roberts said the event organizer, but that he will confirm that.

18 Commissioner Greene said pickets are by nature often spontaneous and sometimes do
19 not have an organizer or the chance to provide notice. She said she trying to figure out how this
20 would work so that law enforcement has advance notice of the events, and everyone can know
21 the rules.

22 Commissioner Hamilton said she is wondering about the process and asked how the
23 process works leading up to adoption. She said it seems more input is needed from the Sheriff
24 and the schools.

25 John Roberts said this does not require a public hearing. He said that the Board will
26 discuss it at work sessions, then discuss it at a business meeting, where the public can
27 comment, and then the ordinance can be adopted that night or a different night. He said that if
28 adopted, this would be a county ordinance and only applicable to areas in the county's
29 jurisdiction.

30 Commissioner McKee said he is fine with five hundred feet within schools and
31 playgrounds. He said he does have issues with the \$500 fine and the language around private
32 property.

33 Chair Price asked about school property that is owned by the county but outside of the
34 jurisdiction.

35 John Roberts said county ordinances apply to county-owned property.

36 Chair Price asked about Central Elementary School.

37 John Roberts said that if the county has an ownership interest in Central Elementary this
38 would apply. He said that River Park is in Hillsborough town limits, and this would not apply
39 there.

40 Chair Price said she thinks they have ownership interest in Carrboro High School.

41 Commissioner Bedford said she thinks they have a 20-year ownership interest and that
42 the school is not that old yet. She asked if there was consensus about removing the parade
43 portion.

44 Chair Price said yes, and they have consensus with \$500 feet. She asked that the draft
45 be sent to Sheriff Blackwood for review.

46 Commissioner Greene said she would like to have another work session with the Sheriff
47 present.

48 Chair Price said she agrees.

49 Commissioner Hamilton suggested inviting school staff and the school board to speak as
50 well.

51

1
2 **6. Agricultural Preservation Board – Appointment Discussion**
3

4 The board discussed appointments to the Agricultural Preservation Board.
5

6 **BACKGROUND:** The Agricultural Preservation Board is charged to promote the economic and
7 cultural importance of agriculture in the County, and to encourage voluntary preservation and
8 protection of farmland for future production.
9

10 The Board of County Commissioners appoints all 15 members, including eight (8) At-Large
11 members, and one (1) member from each of the seven (7) Agricultural Districts in the County.
12

13 The following individuals are recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Jeff Sykes	At-Large	Second Full Term	06/30/2025
Beth Myers	At-Large	Second Full Term	06/30/2025
Michael McPherson	Cane Creek/Buckhorn Voluntary Agricultural District	Second Full Term	06/30/2025

14
15 If the individuals listed above are appointed, the following vacancy remains:
16

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
Cedar Grove Voluntary Agricultural District	06/30/2023	Vacant since 11/20/2020

17 Tara May introduced the item.

18 The Board agreed by consensus on the recommended applicants.

19 Commissioner Bedford asked about the vacancy on the Cedar Grove position.

20 Tara May said this board has very specific seats and the Cedar Grove position requires
21 a person that is the owner of a qualifying farm enrolled in voluntary agricultural district and the
22 farm has to be located within the boundary of the Cedar Grove voluntary agricultural district.
23 She said since it is so specific the board has had a hard time finding someone who qualifies to
24 apply but recruitment is ongoing.
25

26 Chair Price said it became vacant during the pandemic and now that people are getting
27 out and talking to one another there might be more opportunity.
28
29
30

1 **7. Animal Services Advisory Board – Appointments Discussion**

2
3 The board discussed an appointment to the Animal Services Advisory Board.

4
5 **BACKGROUND:** The charge of the Animal Services Advisory Board is to advise the Board of
6 County Commissioners on matters of concern regarding animal issues and animals services in
7 Orange County and to work with the Animal Services Director (or designee) on various policy
8 concerns and issues regarding County animal services.

9
10 The Board of County Commissioners appoints all thirteen (13) members with representation
11 from various related fields and municipalities.

12
13 The following individual is recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Mark J. Solomon	Town of Hillsborough	First Full Term	06/30/2024

14
15 If the individual listed above is appointed, the following vacancies remain:

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
Town of Carrboro	06/30/2024	Vacant since 06/30/2021
Town of Chapel Hill	06/30/2024	Vacant since 06/30/2021
Animal Welfare/Animal Advocacy	06/30/2023	Vacant since 04/20/2022
Owner/Manager Retail Pet Services	06/30/2023	Vacant since 01/05/2022

17
18 Tara May introduced the item. She described the vacancies. She said there are no
19 applicants for the Town of Carrboro seat or the Owner/Manager Retail Pet Services. She said
20 that Denise Dolin would be eligible for Town of Chapel Hill seat. She said that depending on the
21 Board's opinion there could be people eligible for the Animal Welfare/Animal Advocacy seat.
22 She said that Lee Hethcox, Denise Dooland, and Jennifer Stout may be eligible for that seat.

23 Commissioner Greene asked about Celie Richardson for the Town of Chapel Hill seat.

24 Tara May apologized for not including her and said that was unintentional when she was
25 reading the applicant names.

26 Chair Price asked about Mark Solomon for the Town of Hillsborough seat. The Board
27 agreed by consensus to appoint Mark Solomon to the seat.

28 Commissioner Greene nominated Celie Richardson for the Town of Chapel Hill seat.
29 The Board agreed by consensus to appoint Celie Richardson to the seat.

30 Commissioner Fowler asked about Denise Dooland and Lee Hethcox.

31 Commissioner Bedford said Denise Dooland is a social worker and loves animals and
32 had previously volunteered with animal services.

33 Tara May said that Celie Richardson lives in the ETJ rather than the Town limits and that
34 makes them ineligible for the Town of Chapel Hill seat.

1 Chair Price said Denise Dooland for Town of Chapel Hill seat. The Board agreed by
 2 consensus to appoint Denise Dooland to the seat.

3 Chair Price asked if Celie Richardson is eligible for the Animal Welfare seat.

4 Tara May said for the Animal Welfare and advocacy seat it requires a person who has
 5 experience in rescue work, service, advocacy, and support, volunteerism in animal shelter.

6 Commissioner Fowler reviewed Denise Dooland’s qualifications.

7 Commissioner Bedford asked about Cynthia Stubbs and said she is a retired vet and a
 8 farmer.

9 Chair Price said they could wait if necessary.

10 Commissioner Fowler suggested Lee Hethcox for the animal advocacy seat. The Board
 11 agreed by consensus to appoint Lee Hethcox to the seat.

12
 13
 14 **8. Arts Commission – Appointments Discussion**

15
 16 The board discussed an appointment to the Arts Commission.

17
 18 **BACKGROUND:** The Arts Commission recommends strategies to promote the artistic and
 19 cultural growth of Orange County, advises the Board of Commissioners on matters involving the
 20 arts, and acts as the granting panel for funding programs available to individual artists and non-
 21 profit groups sponsoring arts projects in Orange County.

22
 23 The Board of County Commissioners appoints all fifteen (15) At-Large members.

24
 25 The following individual is recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Victoria E. Danielik	UNC Student Representative	One Year Term	06/30/2023

26
 27 If the individual listed above is appointed, no vacancies remain.

28
 29 Tara May introduced the item.

30 The Board agreed by consensus on the recommended applicant.

31
 32
 33 **9. Economic Development Advisory Board – Appointments Discussion**

34
 35 The board discussed an appointment to the Economic Development Advisory Board.

36
 37 **BACKGROUND:** The Economic Development Advisory Board works cohesively with the
 38 County’s Economic Development staff and other economic development partners to position
 39 Orange County as a competitive location for business opportunities.

40
 41 The Board of County Commissioners appoints all ten (10) members, with representation from
 42 various fields.

43
 44

1 The following individual is presented for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Hasan A. Abdullah	Core Business Community	First Full Term	06/30/2025

2

3

If the individual listed above is appointed, no vacancies remain.

4

5

Tara May introduced the item.

6

The Board agreed by consensus to reappoint Hasan Abdullah.

7

8

9

10. Orange County Board of Adjustment – Appointments Discussion

10

The board discussed appointments to the Orange County Board of Adjustment.

11

12

13

BACKGROUND: The Board of Adjustment hears and decides on variance applications, appeals submitted related to official decisions/determinations made by the Planning Director, reviews and takes action on Class B Special Use Permit applications, as well as matters required to pass by the Unified Development Ordinance.

14

15

16

17

The Board of County Commissioners appoints all seven (7) members. The Board of Adjustment does not make recommendations.

18

19

20

The following individuals are presented for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Leon Meyers	At-Large	First Full Term (re-appointment)	06/30/2025
Nathan Robinson	Alternate	First Full Term (re-appointment)	06/30/2025

21

22

If the individuals listed above are appointed, no vacancies remain.

23

24

25

Tara May introduced the item and reviewed the recommended individuals.

26

The Board agreed by consensus to reappoint Leon Meyers.

27

Tara May said that earlier in the day she learned that the Board of Adjustment is having difficulty getting the full five-member board present. She said that they have requested to move Nathan Robinson and Beth Bronson from the alternate positions to regular member seats on the Board of Adjustment. She said they also ask that the applicants be appointed to the alternate seats. Board agreed by consensus on the proposal.

28

29

30

31

The Board considered appointing two alternates to the Board of Adjustment. They agreed by consensus on Adam Beeman and Roderick Jones.

32

33

34

35

36

1 **11. Orange County Parks and Recreation Council – Appointments Discussion**

2
3 The board discussed an appointment to the Orange County Parks and Recreation Council.

4
5 **BACKGROUND:** The Orange County Parks and Recreation Council consults with and advises
6 the Department of Environment, Agriculture, Parks and Recreation, and the Board of County
7 Commissioners on matters affecting parks planning, development and operation; recreation
8 facilities, policies and programs; and public trails and open space.

9
10 The Board of County Commissioners appoints all twelve members with representatives from
11 each of the county's townships plus its municipalities.

12
13 The following individual is recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Roderick Jones	Hillsborough Town Limits	Partial Term	09/30/2022

14
15 If the individual listed above is appointed, the following vacancy remains:

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
Chapel Hill Township	03/31/2023	Vacant since 10/13/2021.

16
17
18 Tara May introduced the item.

19 The Board agreed by consensus on the recommended applicant.

20
21
22 **12. Orange County Planning Board – Appointment Discussion**

23
24 The board discussed an appointment to the Orange County Planning Board.

25
26 **BACKGROUND:** The Planning Board studies Orange County and surrounding areas to
27 determine objectives in the development of the County. It prepares and recommends plans to
28 achieve that development, including the suggesting of policies, ordinances, and procedures. It
29 reviews development applications and makes recommendations to the Board of
30 Commissioners.

31
32 The Board of County Commissioners appoints all twelve (12) members. The Planning Board
33 does not make recommendations.

34
35 The following position is available for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
BOCC Appointee	Bingham Township	Partial Term	03/31/2024

1 If the position listed above is filled, no vacancies remain.

2
3
4
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7
8

Tara May introduced the item. She said two applicants, Stephen Kaufman and Nathan Robinson, would qualify for the vacancy.

Chair Price recommended Stephen Kaufman.

The Board agreed by consensus on Stephen Kaufman.

9 **13. Adjourn**

10
11
12

A motion was made by Commissioner McKee and seconded by Commissioner Fowler to adjourn the meeting at 10:27 p.m.

13
14

15 **VOTE: UNANIMOUS**

16
17

Renee Price, Chair

18
19
20

21 Recorded by Tara May, Deputy Clerk to the Board

22
23

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

1 **DRAFT**

2 **MINUTES**
3 **ORANGE COUNTY**
4 **BOARD OF COMMISSIONERS**
5 **BUDGET WORK SESSION**
6 **May 12, 2022**
7 **7:00 p.m.**

8 The Orange County Board of Commissioners met for a Budget Work Session on Thursday,
9 May 12, 2022 at 7:00 p.m.

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

14 **COUNTY COMMISSIONERS ABSENT:** None.

15 **COUNTY ATTORNEYS PRESENT:** John Roberts

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

18
19 Chair Price called the Board of County Commissioners meeting to order at 7:00 p.m.

20
21 Chair Price welcomed everyone to the budget work session.

22 Chair Price said the County Attorney, John Roberts, requested that a closed session be
23 added to the end of the meeting.

24
25 A motion was made by Commissioner McKee, seconded by Commissioner Fowler, to
26 add a closed session at the end of the budget work session.

27
28 **VOTE: UNANIMOUS**

29
30
31 **1. FY 2022-23 Operating and FY 2022-32 CIP Budget Discussions, with Chapel Hill-**
32 **Carrboro City Schools and Orange County Schools**

33
34 Dr. Nyah Hamlett, Superintendent of Chapel Hill-Carrboro City Schools, made the
35 following presentation:

36
37 Slide #1



1 Slide #2

- ✓ Keeping equity at the center of all that we do and all that we are
- ✓ Developing a data driven culture
- ✓ Using strategic planning to inform our work

Fiscal Year 2022-23 Superintendent's Message



How did we arrive at this plan? Many representatives of our schools and the communities they serve were asked to get involved. For example, principals engaged their School Improvement Teams to identify and prioritize needs. Principals then collaborated with one another to develop needs-based presentations that demonstrated in specific detail what will best support students as they progress from elementary to middle to high school.



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Slide #3

CHCCS Leads the State



U.S. News & World Report's 2022 Best U.S. High Schools

Our three traditional high schools are ranked #1 (East), # 2 (Chapel Hill), and #3 (Carrboro) out of 29 high schools in the Durham Metro area. Schools are ranked on performance on state-required tests, graduation, and how well students are prepared for college.

(Durham Metro area: CHCCS, Chatham, Durham, Granville, Orange, Person)

ACT (2020-21)

Highest percentage (48.4%) in NC for students meeting all four benchmarks (English, Math, Reading, Science). Wake County was 3rd at 27.2%.



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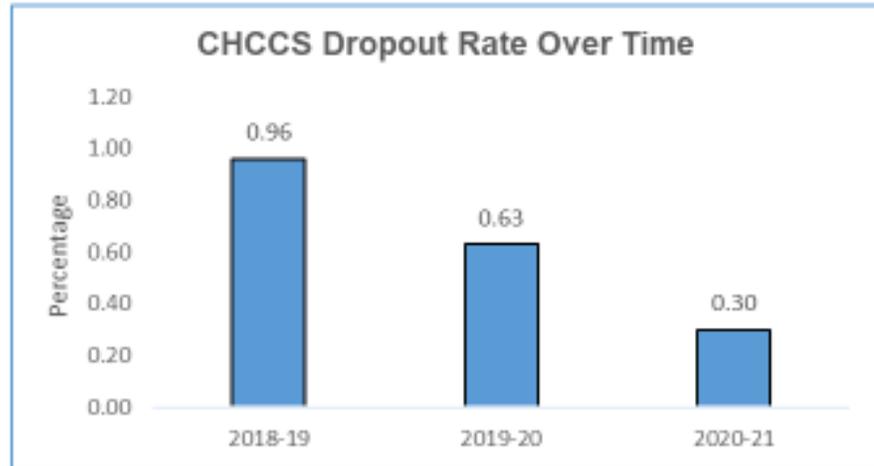
1 Slide #4

CHCCS Leads the State

Dropout Rate

CHCCS is in the top 5 of all NC districts for the lowest dropout rate.

The District's dropout rate has decreased from 0.96 in 2018-19 to 0.30 in 2020-21.



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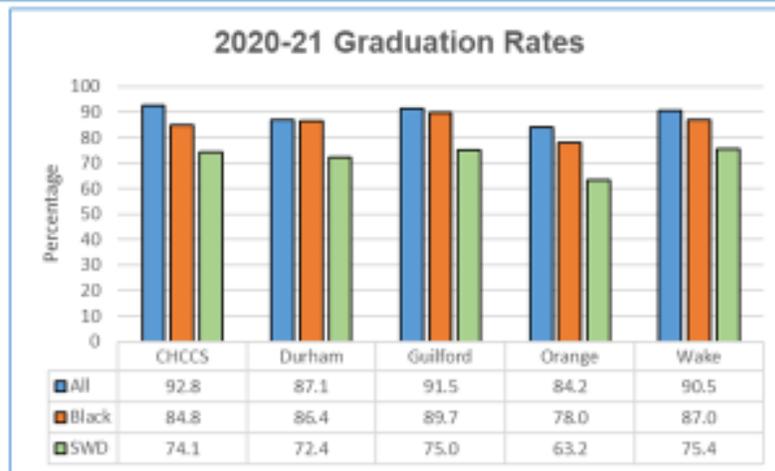
Slide #5

CHCCS Leads the Way

Graduation Rate

CHCCS had the highest overall graduation rate of these comparable districts.

However, there is need for improvement for Black students and Students with Disabilities (SWD).



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1 Jonathan Scott, Chief Financial Officer of Chapel Hill Carrboro City Schools, continued
 2 the presentation:

3
 4

Slide #6

Fiscal Year 2022-23 State Funding

Currently there are no increases anticipated to CHCCS current level of State funding. There is no indication that the held harmless status in State funding that was in effect since the onset of the pandemic will continue this year.

FY 2021-22 Budgeted ADM: 12,227 (Held)

FY 2021-22 40th Day ADM: 11,412 (Actual)

Average Daily Membership (ADM) is expected to decrease by 785 students relative to the FY 2021-22 State allotted ADM:

Estimated Enrollment 11,466

(Less) Out of District Enrollment (229)

Charter School Enrollment 205

Projected FY 2022-23 ADM 11,442



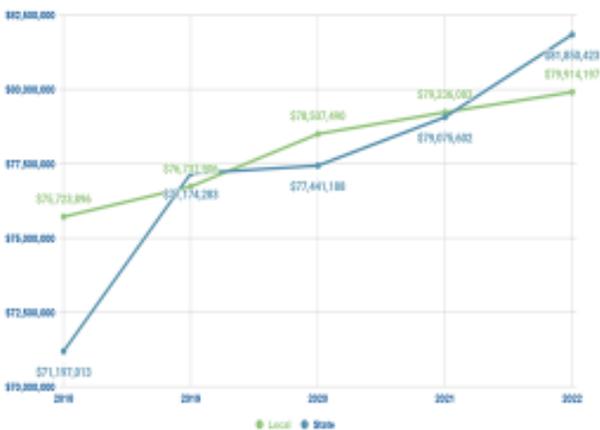
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Jonathan Scott said they expect a funding cut from the state of approximately \$6,000 per student due to the decrease in Average Daily Membership projections. He said that due to lower ADM projections, Chapel Hill-Carrboro City Schools will only receive about \$1.1 million from the County Manager's recommended increase for schools. He said that the school system will have to use most of their share of the increase to cover the costs of mental health and social and emotional learning that the county gave a grant for in FY22. He said that cost is about \$880,000 and will leave about \$200,000 as an actual increase.

Slide #7

5 Year State and Local Revenue Comparison



Revenue from State funding sources has outpaced local operating revenue growth over the previous five fiscal years

This is mainly due to State mandated salary and benefit rate increases coupled with a stagnation in local funding over the past several years

In preceding two budget cycles, local revenues have remained unchanged, with slight adjustments due to ADM shifts between school districts

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1 Slide #8

Fiscal Year 2022-23 Continuation Requests

Budget Item	Increase	Total Cost
Certified Salaries	2.5% include included in North Carolina Biennial Budget	\$470,000
Classified Salaries	2.5% include included in North Carolina Biennial Budget	\$380,000
Local Supplement	2.5% to match certified and classified salary increases	\$305,000
FICA (Social Security and Medicare)	2.5% to match certified and classified salary increases	\$90,000
State Retirement Matching (TSERs)	Rate increase from 22.89% to 24.19% and increase to match certified and classified salary increases	\$860,000
Employer Health Insurance Cost	Rate increase from \$7,019 to \$7,397	\$265,000
Total Cost for Continuation Budget		\$2,370,000

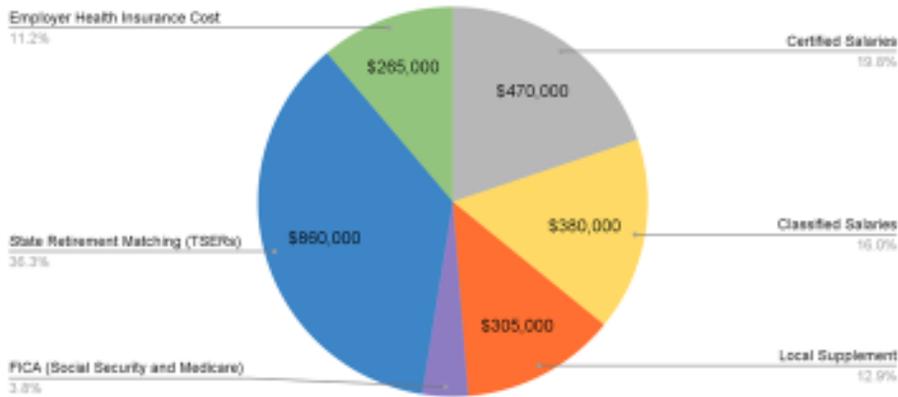


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Slide #9

Summary of Fiscal Year 2022-23 Continuation Budget

Continuation Budget Summary



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1 Slide #10

Fiscal Year 2022-23 Expansion Requests

The expansion budget represents expenditures that require additional recurring funding beyond the base funding of the prior year budget and the requested continuation costs

In the wake of the pandemic our people must be our core focus. Our request is centered several prevailing factors:

- **“The Great Resignation”** - This paradigm shift in the labor market has resulted in high turnover and the struggle to retain existing staff in the highly competitive Research Triangle market
- **Over-burdened and increasingly fatigued staff members** whose burden continues to grow with each colleague’s departure
- **An ever-shrinking pool of qualified education workers**

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Slide #11

Classified Compensation Study Findings

In the fall of 2021, Evergreen Solutions, LLC (Evergreen) was retained to conduct a compensation study for all classified employees. Notable findings from the study are summarized below:

- CHCCS does not have a well-defined, current classified pay structure
- CHCCS employees fell, on average, slightly above the minimum of the market pay ranges
- There were only five positions total (out of 84) that returned pay rates above the market average pay for market peers
- 34 classifications had a current actual average pay that was below the market minimum for that position
- The remainder of positions with data had average pay that was above the market minimum but below the market midpoint
- The overall average pay for CHCCS does appear to be below market

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1 Slide #12

Classified Compensation Study Implementation

- **Closest Step** – places employees in the newly recommended ranges at the closest step (rounding up). This is the least expensive option to “turn on” the newly recommended system.
- **Class Years Placement** – places employees in the plan on the basis of their time in current classification. This would grant one step for each year of service in their current class title.
- **Next Step Placement** – places employees in the plan on the basis of their current step placement. Preserves all steps that employees have gained thus far, and grants one additional step for a year of service in 2022.
- **Capped Approach** – places employees in the plan using the “Next Step” placement, but caps increase to a certain number of steps. Costs shown are for a cap at a five-step increase, but could be adjusted.

Type	Salary Cost	Employees	Average	% of Payroll	FICA	Retirement	Total Cost
Closest Step	\$ 316,411.76	611	\$ 517.86	1.7%	\$ 24,205.50	\$ 76,255.23	\$ 436,872.49
Class Years Placement	\$ 2,147,718.19	611	\$ 3,525.09	11.5%	\$ 384,300.44	\$ 517,600.08	\$ 2,829,618.72
Next Step Placement	\$ 2,544,330.98	611	\$ 4,164.21	13.7%	\$ 194,641.32	\$ 413,183.77	\$ 3,152,156.07
Capped Approach	\$ 1,332,782.64	611	\$ 2,181.31	7.2%	\$ 201,957.87	\$ 321,200.62	\$ 1,755,941.13



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Slide #13

Certified Supplement Band Increases

Supplement Band	Proposed Increase	Total Cost
0 - 19 years	17% to 20%	\$1,510,000
20 - 24 years	21% to 23%	\$220,000
25+ years	26% to 27%	\$118,000

- In the **0-19 year band**, the cost equates to approximately \$504,000 for each 1% raise in the supplement percentage.
- In the **20-24 year band**, the cost equates to approximately \$110,000 for each 1% raise in the supplement percentage.



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1 Slide #16

6 Weeks Paternity Leave

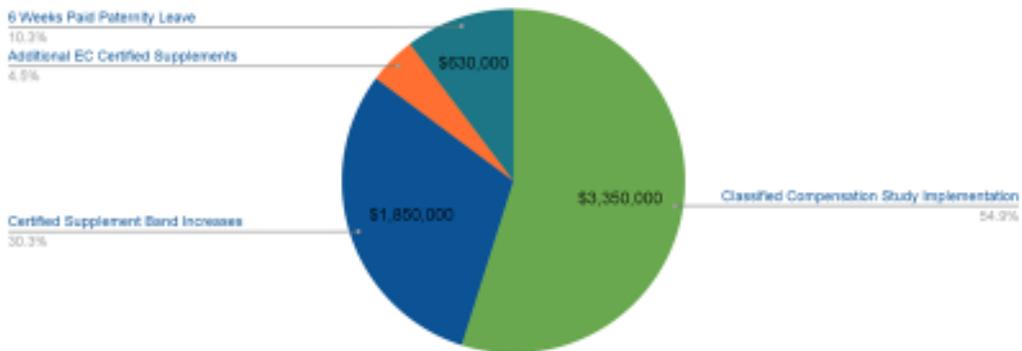
- Parental leave would provide multiple important benefits for our employees, their families, and children. Providing paid parental leave will assist the District in enhancing the employee experience.
- Parental leave supports parent-child bonding, improves children's outcomes, and may increase gender equity in the workplace.
- Historical data was used to determine an average of 75 employees annually were on FMLA for the birth of a child or adoption.
- Provides parental leave supplemental income for up to six weeks at 100%. This will help the District provide a competitive benefit to attract and retain our teaching staff.
- Using the historical data, the estimated cost incurred from this benefit would be \$630,000.

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Slide #17

Expansion Requests Summary

Summary of the Expansion Requests

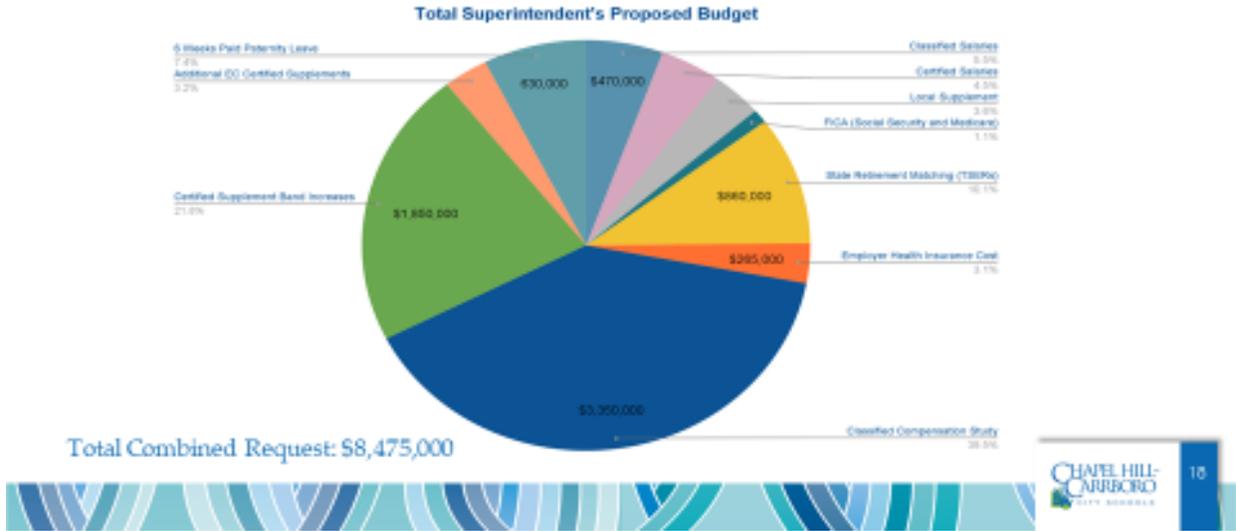


Total Expansion Request: \$6,105,000

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1 Slide #18

Total Board of Education's Budget Request Summary



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Slide #19

Local Revenue Changes

The Board of Education's budget request includes several changes in revenue sources such as interest revenues and the Special District Tax:

- Estimates indicate a revenue decrease of \$25,000 for next year as a direct result of the reduction in interest rates on the District's funds held in the NC State Treasurer's Short-Term Investment Fund (STIF).
- The budget also includes an estimated increase of \$335,000 in revenues from the Special District Tax.
- The net of these changes provides an additional \$310,000 available in the local budget.



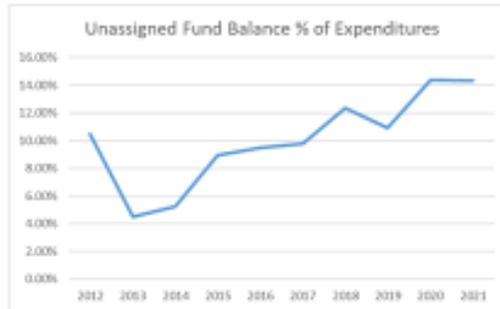
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Jonathan Scott said that the estimated increase of \$335,000 in special district tax revenue is a little high and he would have to revise the estimate.

1 Slide #20

Fund Balance

- When the District does not spend all of its local revenue in the current fiscal year, the excess carries over into the next budget year is what is known as “fund balance”
- The current estimate of fiscal year end local unassigned fund balance is \$12 million before any fund balance is appropriated to balance the FY 22-23 local operating budget
- This is approximately \$7.5 million above the District’s minimum target of 5.5% or \$4.5 million
- To date, the District has appropriated a total of \$5.5 million in fund balance in its amended FY 2021-22 local operating budget
- At this time, this budget request does not include any appropriation of local fund balance



Jonathan Scott said the district used about \$300,000 in fund balance in the previous fiscal year. He said that the district used almost \$12 million in ESSER and ARPA funds to mitigate losses and offer bonuses to staff to reduce turnover. He said that on June 30, 2021, the unassigned fund balance was \$11.3 million. He said the school district appropriated \$2.5 million to balance the FY22 budget. He said the district later appropriated \$3 million for COVID-19 mitigation strategies and retention bonuses for staff. He said his current estimate of fund balance is about \$8.5 million. He said the district expects to use an additional \$1-2 million in fund balance prior to the end of the fiscal year due to unanticipated expenses.

12 Slide #21



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1 Commissioner Richards asked if any of Governor Cooper's budget proposals, which
2 includes raises for teachers, were factored into Chapel Hill-Carrboro City Schools' budget
3 proposal. She reviewed the anticipated increases.

4 Jonathan Scott said that they were not and that he was just made aware by her
5 statement that Gov. Cooper's budget had been released that day.

6 Commissioner Richards said that Governor Cooper just released it today. She said it has
7 an additional 2.5% for state employees and teachers, bringing their raises to 7.5%. She said
8 that retention for teachers is \$2,000 bonus for those making less than \$75,000. She said that the
9 budget is generous. She asked how long will it take the school system to look at that and
10 incorporate it into their budget.

11 Jonathan Scott said it is not part of this request but would be built into the continuation
12 budget. He said that he was hesitant to put a number out, but it would, at minimum, increase the
13 continuation budget request by \$800,000 and then include supplements but he said it would be
14 over \$1 million. He said they do not have a plan for that and once it becomes law they will circle
15 back and get a firm estimate of the cost. He said they may come back to request additional
16 money or look internally for funds.

17 Commissioner Fowler asked if paternity leave included maternity leave.

18 Jonathan Scott said it includes both genders and applies to both.

19 Commissioner Fowler asked if the district does not currently have that available.

20 Jonathan Scott said they do not. He said that currently employees are eligible for what
21 they would qualify for under the Family and Medical Leave Act and have to use either sick or
22 annual leave to cover those days off. He said this would allow the employees to retain their
23 accrued leave. He said a lot of employees are early in their careers and only earn 12 days of
24 leave per year and that they are made to take that leave during their family leave.

25 Commissioner Bedford clarified that Chapel Hill Carrboro City Schools did not lose over
26 900 students. She said the actual loss was 262 students. She said Orange County Schools
27 gained 65 students. She said the budget used state projections, which are high. She said it is a
28 drop in state funding, but the actual students did not leave.

29 Commissioner McKee asked for the fund balance amount on 12/31/2021.

30 Jonathan Scott said on June 30, 2021, they had \$11.35 million in unassigned fund
31 balance. He said that did not include \$2.5 million appropriated by the board to balance the
32 budget last year for continuation. He said from June to December, that appropriation rose to
33 \$5.5 million. He said they did that to build outdoor eating and learning areas, a per pupil
34 allotment for COVID mitigation, and employee bonuses. He said the approximate number is
35 around \$8.3 million in unassigned fund balance.

36 Commissioner McKee said one of the main drivers of the public attending the budget
37 public hearing on May 10, 2022, was that they needed a 3% raise. He said he knows there are
38 a lot of factors to weigh into that. He said an across the board of 3% would be roughly \$1.4
39 million dollars and leave enough budget in the reserve to meet the minimum. He said he was
40 questioning why there was no recommendation going into the last school year to increase
41 salaries to attract more teachers.

42 Jonathan Scott said that is an excellent question. He said that they do not want to add
43 recurring expenses to a budget without funding available.

44 Commissioner McKee said he understands that but all he is hearing is that they are in an
45 emergency situation. He said that includes the loss of teachers. He said he is not an advocate
46 of a school board sitting on a fund balance that is more than what they are required to have. He
47 said that they knew there was a situation of losing personnel and teachers but there was not an
48 attempt to solve that but to come back and ask for an increase of funding, which he is in favor
49 of, but there are lingering questions about the mechanics of it. He said in his mind, they are
50 running a year late. He said he is concerned that there was a large sum of money that could

1 have been used 9 or 10 months ago. He said on the projected number vs. the actual number,
2 they are funding for children who are not there.

3 Jonathan Scott said he was correct. He said they offer that to further inform the board
4 and public that the total funding is not expected to go up.

5 Commissioner McKee said historically, we have funded at a higher rate than the actual
6 numbers came in. He said that Chapel Hill Carrboro City Schools is highly funded. He said that
7 he does not begrudge that, but there are issues over the salary, and they should have been
8 addressed earlier. He said he understands it is not his decision to make but he has that
9 concern and has for quiet awhile.

10 Commissioner Hamilton asked if the EC certified supplements include TAs getting an
11 increase in salary.

12 Jonathan Scott said it only covers certified ECs and that the EC TAs would be covered
13 in a separate salary study.

14 Commissioner Hamilton asked if they get additional money because of their duties.

15 Jonathan Scott said he does not know that answer. He said that the board raised the
16 TAs salary years ago and they are paid higher than the general curriculum.

17 Commissioner Fowler thought when she was on the school board, they included 50
18 cents more per hour for the EC TAs.

19 Chair Price asked for clarification on parental leave, she asked if it is more than
20 paternity.

21 Dr. Nyah Hamlett said yes, the slide had a typo, and it is parental.

22 Chair Price asked about the unassigned portion of fund balance.

23 Jonathan Scott said it was about \$8.5 million. He said it is made of several components.
24 He said there is a reservation for year-end expense, and they do not have that anymore. He
25 said that it is hard to give them an exact picture without a certified financial statement.

26 Chair Price asked if the minimum they should keep is \$4.5 million.

27 Jonathan Scott said that was the amount set by the Board of Commissioners. He said
28 that the 5% level is two weeks of operating cash.

29 Chair Price asked for the estimate for next year.

30 Jonathan Scott said he is estimating that expenditures will exceed revenues by \$1-2
31 million dollars. He said before they appropriate any money to balance the budget, they would be
32 somewhere around \$12.5 million, recognizing that they will have to appropriate some money to
33 balance the budget.

34 Chair Price asked if they did not appropriate money from the fund balance the expenses
35 over revenues would be \$12 million?

36 Jonathan Scott said no. He said that, for example, if the Board of Commissioners fully
37 funded the school's budget request this year, and the school board did not have to appropriate
38 any fund balance, he estimates that it would be at \$12 million. He said that is prior to them
39 having to allocate any of the fund balance.

40 Commissioner Hamilton asked if currently it is about \$8 million and at the end of next
41 fiscal year, would be about \$12 million.

42 Jonathan Scott said fund balance always depends on operations. He said that it is \$8.5
43 million right now because the Board assigned additional fund balance for expenditure. He said
44 that it is kind of an arbitrary number right now, but they allocate some to balance the budget. He
45 said that is \$5.5 appropriated now, but he does not anticipate spending all of that. He said he is
46 anticipating \$12 million available at year end of 2022.

47 Commissioner Hamilton asked if at the end of the current fiscal year, given what they
48 know now, is the unassigned \$8.5 million.

49 Jonathan Scott said he thinks at the end of the year it will be \$12 million unassigned. He
50 said that some of that will be allocated to balance the budget.

1 Commissioner Hamilton asked what gets the fund balance from \$8.5 million to \$12
2 million.

3 Jonathan Scott said that out of the \$5.5 million they have appropriated, he thinks they
4 will only spend \$1.5-2 million. He said they are required to pass a balanced budget.

5 Commissioner McKee asked what the minimum fund balance is supposed to be.

6 Jonathan Scott said it is 5.5% or roughly \$4.5 million.

7 Commissioner McKee asked if the required amount is \$4.5 million, what is the purpose
8 of having a fund balance projection of \$12 million.

9 Jonathan Scott said the purpose of the \$12 million is where they will end at the end of
10 the year, and it gives his Board direction on what will be needed to balance the budget.

11 Commissioner Bedford said that part of the fund balance issues is just timing. She said
12 that the school system received federal allotments, but they did not know how much
13 beforehand. She said that you do not have to spend all the money in one year, but the timing
14 does allow the use of future fund balance that is from the federal dollars.

15 Commissioner McKee said that is logical, but his concern is that it is a trend of very high
16 fund balances of the Chapel Hill Carrboro City Schools systems to have above what is required.
17 He said that by carrying more than what it is needed, they are not addressing concerns and they
18 are losing teachers and are unable to recruit new ones. He said the county has allocated more
19 cumulative increases per student than the 20th funded in the state and he is trying to understand
20 it. He said if it is funded, it will require a 1 cent tax increase. He said that it will not affect a lot of
21 people but there are thousands that it will. He said that he needs to be able to understand why
22 the system needs to carry the fund balance.

23 Dr. Nyah Hamlett said the Board uses fund balance to balance the budget and to
24 address non-recurring expenses. She said they used fund balance for bonuses.

25 Jonathan Scott said they also purchased shade structures with it. He said that if they
26 appropriated \$8 million to balance the budget, then they would have \$4 million in
27 unappropriated fund balance and if they spend it all, they will have an \$8 million reoccurring
28 expense and he would have to request \$8 million next year from the county. He said that would
29 just be a request to cover the costs from the previous year and would not even begin to address
30 continuation costs for the next year. He said that if they do that, he will have an \$11 million
31 request and only have \$4 million in fund balance. He said that using fund balance for recurring
32 expenditures is dangerous because they can quickly find themselves at a significant funding
33 cliff.

34 Chair Price said teachers said they are still using their own funds to fund school
35 supplies. She asked if fund balance could be used for that.

36 Dr. Nyah Hamlett said they used ESSER funds to allocate \$20 per student across the
37 district so they could use that funding for instructional materials and supplies so there have
38 been funds allocated for those purposes. She said there are other sources that provide support
39 for those services.

40

41 Dr. Monique Felder, superintendent of Orange County Schools, made the following
42 presentation:

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1 Slide #1



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FY 2023 Local Budget Request

May 12, 2022

Dr. Monique Felder, Superintendent

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4 Slide #2

OCS at a Glance

7,292 students

33 different languages spoken at home other than English

36.34% Free & Reduced-Priced Meals (4.30.22)

14 schools

- 6 traditional elementary schools
- 1 year-round elementary school
- 3 middle schools
- 3 high schools

1,100 employees

- 91 National Board Certified teachers
- 318 licensed staff with advanced degrees

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7 Slide #3

STUDENTS FIRST:
Orange County Schools' Strategic Plan
2021 - 2026

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11 Dr. Monique Felder said that in order to serve students well, the district must have a plan--a strategic plan. She said they launched a new five-year strategic plan to serve as their north star and road map for improving outcomes for students. She said by leveraging pre-

1 pandemic “Listen & Learns,” the district asked what the community’s hopes and dreams are for
2 students, what their concerns were, and what they already love about the district. She said they
3 analyzed more than 1,000 comments from families, students and staff members. She said they
4 asked stakeholders to share their thoughts about what they want to see reflected in the plan
5 specifically. She said they received hundreds of entries. She said they also received feedback
6 from the school board, staff, students, families, and across the entire community. She said the
7 new district plan explains the district’s mission and vision, how they will achieve their goals, and
8 how they will measure our progress. She said it includes their belief statements. She said the
9 plan has four goals and each is inextricably aligned to their equity plan. She said each goal has
10 its own equity emphasis. She said that because accountability is important in the district, they
11 defined how they will measure success for each of the four goals. She said that over the next
12 five years, the district will collect and analyze data on progress. She said they will publish the
13 results in a public scorecard. She said that through this strategic plan, the district will remain
14 focused and accountable as they strive toward greatness for our students.
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16 Slide #4



17 Dr. Monique Felder said the vision statement answers the question: “If our school district
18 fulfills its mission, what will OCS look like in the future?”
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21 Slide #5



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1 Slide #6



BELIEF STATEMENTS

1. Value Diversity
2. Put Students First
3. Excellence in All We Do
4. Prioritize Equity
5. Provide a Safe Environment
6. Serve the Whole Child
7. Inclusive Culture & Climate Starts with Us
8. Accountability
9. Collaborate To Do Great Work

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Slide #7

4 Strategic Plan Goals

Goal 1: Teaching Tomorrow's Leaders

Goal 2: Excellence & Efficiency

Goal 3: Exemplary Staff

Goal 4: Empowering Culture



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Dr. Monique Felder introduced the districts four strategic plan goals. She started with goal 4. She said that goal four is about cultivating supportive partnerships among families, schools, and community stakeholders to support students' well-being and academic growth. She said the focus of goal 3 is to recruit, hire, support, and retain culturally proficient and high-quality staff committed to providing all students with an excellent education in a welcoming environment. She said the focus of goal 2 is for the district to provide exemplary operational support to schools, staff, and the community to ensure a focus on student learning. She said that goal 1 is the whole purpose for goals 2, 3, and 4– teaching tomorrow's leaders.

1 Slide #8



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Dr. Monique Felder asked rhetorically how the district will recover and accelerate learning, and said it will be when everything they do is rooted in equity to ensure all students receive what they need to succeed. She said that when they:

- Focus on the four strategic plan goals;
- Start with good core instruction;
- Provide data analysis so that teachers are able to personalize and differentiate instruction to support students’ needs whether through enrichment or remediation through tiered intervention and instruction;
- Ensure that teaching and learning is mindful of the social and emotional learning of students and staff in order to develop the whole child/person;

then they will recover learning and accelerate growth for every student.

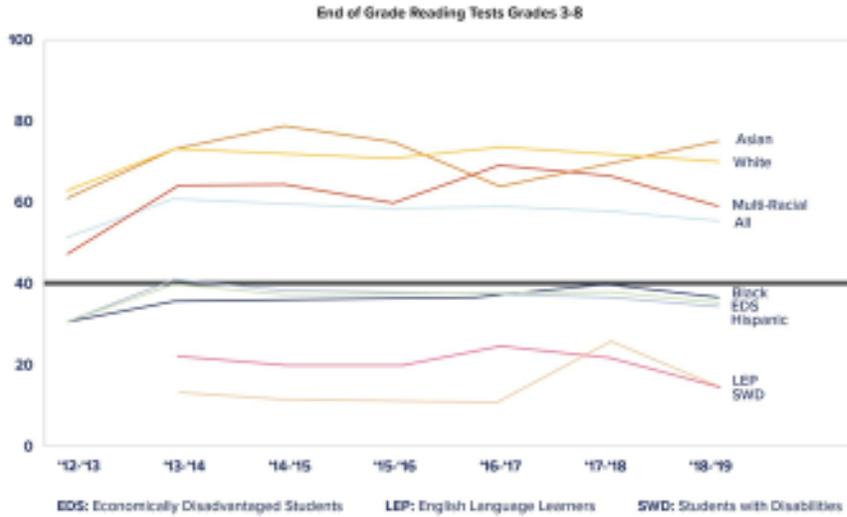
Slide #9



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1 Slide #10

Goal 1: End of Grade (EOG) Literacy Data Grades 3-8



This is trend data pre-Covid.

Post-Covid there was a steep decrease across all groups.

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4 Slide #11

Goal 1: 2013-2021 Grade 3 Reading Data



Composite is an average of the grade level proficiency for all EOG's that had data provided for that year. 2020-21 is only data from before re-tests.

20-21 Preliminary Data

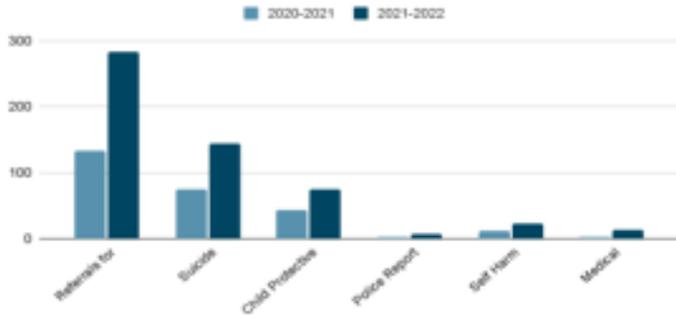
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1 Slide #12

INCREASE IN NEED FOR SOCIAL AND EMOTIONAL SUPPORTS

Indicators of Students At-Risk

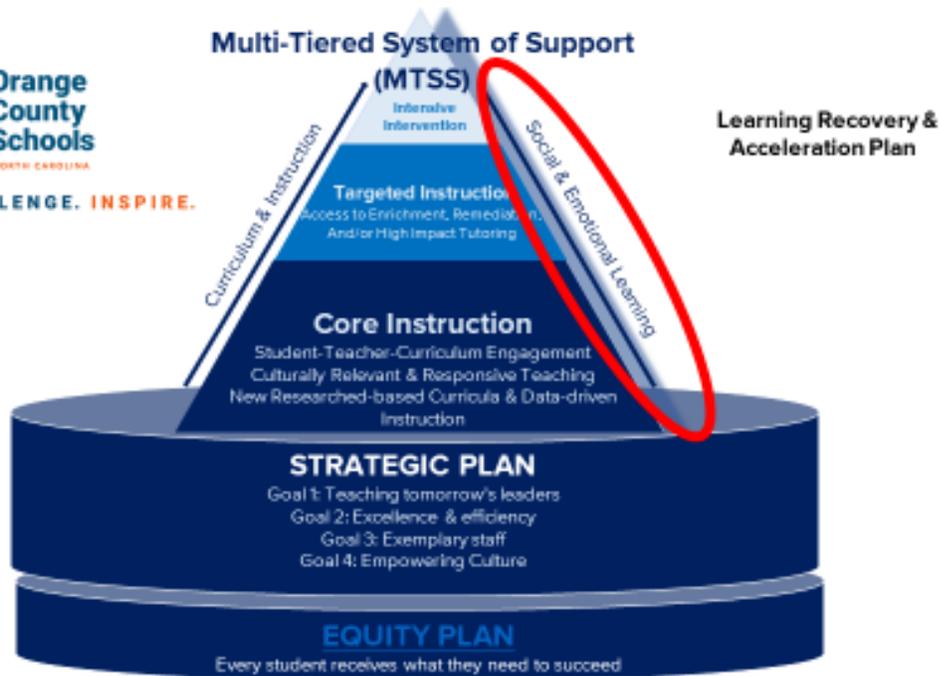


- Referrals up in all areas
- All Mental Health referrals increased by more than 100%
- Suicide referrals, specifically up by 93%

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Slide #13



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Dr. Monique Felder said that goal 1 is important because it focuses on the whole child. She said it requires the district to provide tiered supports based on where children are with social/emotional as well as academic needs.

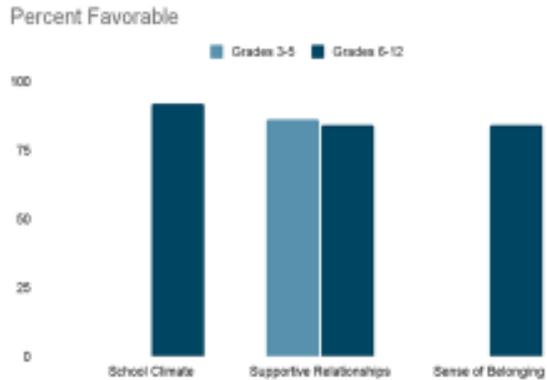
1 Slide #14

Goal 1: CREATING A CLIMATE FOR SUCCESS

PANORAMA SURVEY DATA: WINTER 2022

The vast majority of Orange County Schools students feel supported in their schools.

- **SCHOOL CLIMATE:** Perceptions of the overall social and learning climate of the school.
- **SUPPORTIVE RELATIONSHIPS:** How supported students feel through their relationships with friends, family, and adults at school.
- **SENSE OF BELONGING:** How much students feel that they are valued members of the school community.

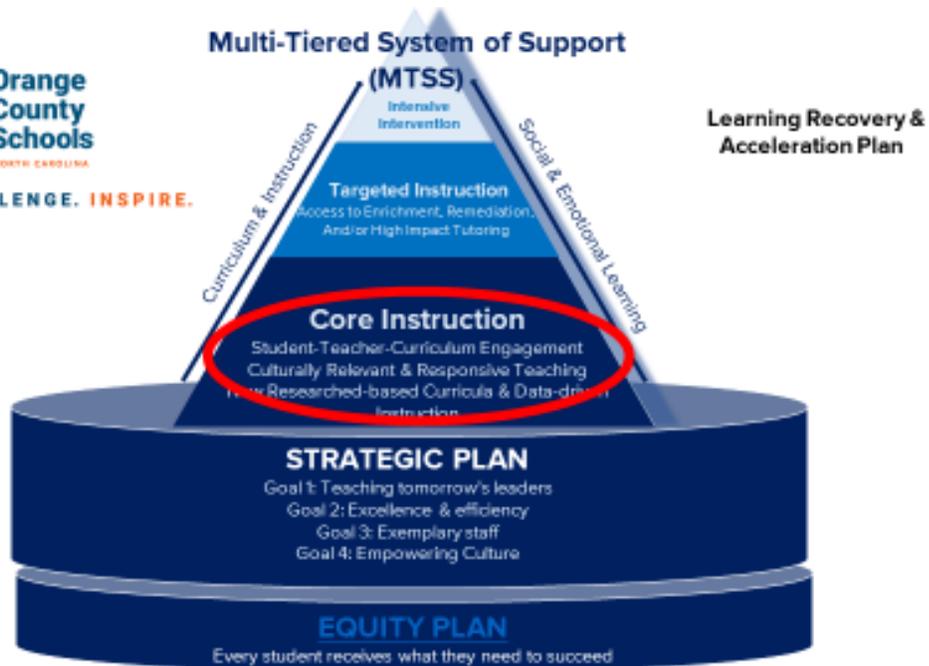


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Dr. Monique Felder said that to better understand where children are social/emotionally, one of the tools they use is the panorama survey that allows administrators to ask students in grades 3-12 for feedback and perspectives on specific topics. She said that based on responses, staff creates personalized supports and strategies. She said that slide #14 represents the improvement in students feeling supported by their schools. She said that in a prior survey, students shared that they did not have supportive relationships at their schools. She said that school teams worked on building relationships with students to address this need.

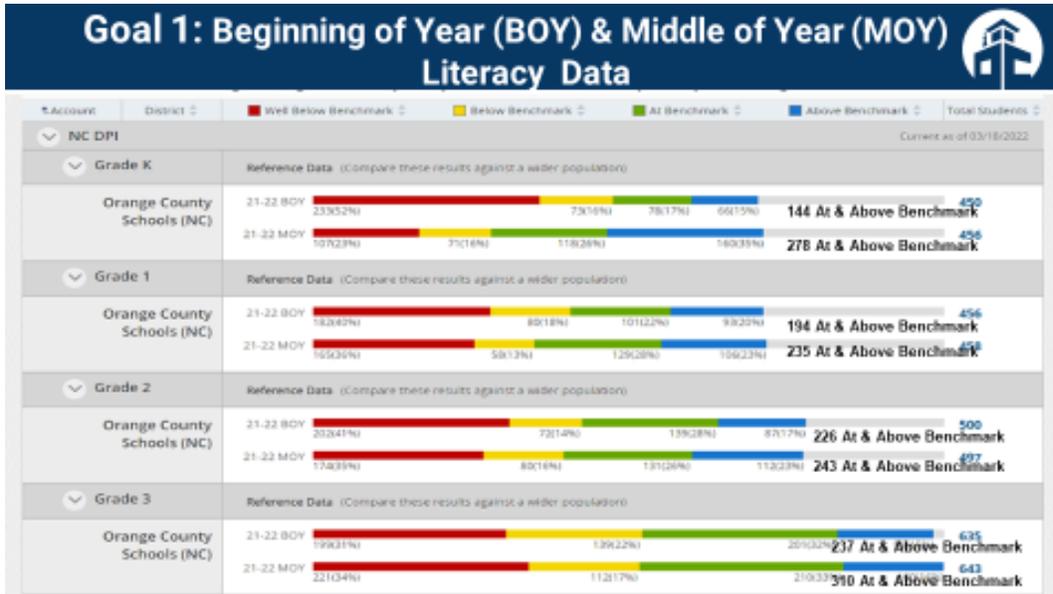
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Slide #15



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1 Slide #16



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4 Dr. Monique Felder said that they are starting to see the results of strengthening core instruction. She said that by providing teachers with research and evidence-based strategies and instructional resources as well as professional development, the tide is starting to shift.
5
6 She said that after just a few months of specific and direct skills instruction aligned to the North Carolina Standard Course of Study, students in early grades are moving from below benchmark to above benchmark in literacy.
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10 Slide #17

Grade	BOY Math at High Risk	MOY Math at High Risk	% Change	BOY Math% at Moderate Risk	MOY Math % at Moderate Risk	% Change	BOY Math % at Low Risk	MOY Math % at Low Risk	% Change
k	30%	19%	11%	27%	16%	9%	43%	65%	23%
1	36%	24%	12%	18%	15%	3%	46%	61%	15%
2	28%	27%	1%	22%	15%	7%	50%	58%	8%
3	29%	23%	6%	21%	15%	6%	50%	62%	12%
4	25%	19%	6%	17%	15%	2%	58%	66%	8%
5	23%	16%	7%	16%	10%	6%	61%	74%	13%
6	19%	29%	-10%	18%	17%	1%	63%	54%	-9%
7	22%	18%	4%	19%	14%	5%	59%	68%	9%
8	24%	23%	1%	22%	18%	4%	54%	59%	5%

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1 Slide #18



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4 Slide #19



5
6 Dr. Monique Felder said that while classroom teachers are the most important in-school
7 factor for increasing student achievement, they are not the only employees who impact student
8 learning. She said that it takes all staff, including child nutrition staff, counselors and social
9 workers, bus drivers, custodial staff, media specialists, coaches, administrative assistants,
10 bookkeepers, etc., to develop the whole child.

11
12 Rhonda Rath, Chief Financial Officer, continued the presentation:
13
14

1 Slide #20

Budget Cuts Made Over the Years



- **19 Positions Absorbed thru Attrition**
 - Since the 2016/2017 school year, OCS has decreased it's allotted positions by 29 staff. 10 positions were the result of ADM reductions and 19 were an effort to balance the local budget
- **Increased Class Size in Grades 4 - 8**
 - Grades 4-8 class size increased from 1:25 to 1:27
- **Central Office Reductions**
 - FY 2018, departmental budgets were reduced 10%
 - FY 2019, 7.25 positions eliminated through departmental reorganizations
 - Central Office vacancies froze 90 days
 - HR Director Position eliminated
- **Thorough review of staff funding**
 - Efficiency review with School Efficiency Consultants identified areas where State funding could be leveraged more effectively
- **Teacher Assistants were no longer permitted to work Teacher Workdays**
 - In an effort to balance the FY 2019 budget and not cut positions, teacher assistants were no longer paid nor permitted to work non-student days.
 - In FY 2022, the district was able to reinstate non-student days for teacher assistants

2
3
4 Rhonda Rath said that over the years there were budget cuts that resulted in loss of
5 staff, changes to working conditions, and increases in class sizes that only increased student
6 needs, while taking away resources from our staff and students.

7 Slide #21

RECLASSIFIED POSITIONS Central Office Administration



Orange County Schools has reclassified positions to align our organization to the goals and key strategies of our new strategic plan



RECLASSIFIED POSITIONS

- July 2020
 - Deputy Superintendent Curriculum and Instruction
 - Reclassified from the Chief Academic Officer
- July 2021
 - Chief of Schools and Achievement
 - Reclassified from the Director of Athletics and Testing Coordinator
 - Executive Director of Literacy
 - Reclassified from Director of Literacy
 - Executive Director of Student Support & School Improvement
 - Eliminated
- August 2021
 - Deputy Superintendent Operations
 - Reclassified from Chief Operations Officer
- September 2021
 - Executive Director Instructional & Information Technology
 - Reclassified from Chief Technology Officer

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1 Slide #22

HUMAN CAPITAL: ATTRITION & MOBILITY



EMPLOYEE RESIGNATIONS

- Overall resignations increased by **36%** from 2020-2021 to 2021-2022
- The biggest increase was with certified employees where resignations increased by **53%**

2
3 Rhonda Rath said that COVID-19 put more strain and stress to an already over
4 extended staff. She said that additionally, the competition in the job market increased and staff
5 now have much more choice for better pay and more appealing working conditions within miles
6 of Orange County Schools. She said the district began thinking about what they could do to
7 increase competitiveness. She said they learned through a classified salary study is that they
8 have a compressed salary scale that is underpaying the lowest paid staff.

9
10 Slide #23

Who is Funded <small>(Does not include temporary part-time or hourly staff)</small>	State Resources	Local Resources	Federal Resources	Total	% of Total
Classroom Teachers	402.3	67.6	8.2	478.1	48.6%
Teacher Assistants	59.6	7.7	50.5	117.8	12.0%
Instructional Support-Licensed	55.4	51.2	10.9	117.5	12.0%
Operations (Maintenance & Transportation)	78.7	25.0	0.0	103.7	10.5%
School Level Office Support	5.0	32.5	1.0	38.5	3.9%
Career Technical Education (includes Teachers)	33.5	0.0	0.0	33.5	3.4%
Principals/Assistant Principals	20.0	10.7	1.0	31.7	3.2%
District Office Support	6.5	20.7	0.8	28.0	2.8%
Central Office Administration	3.5	12.8	1.5	17.8	1.8%
Instructional Support-Non Licensed	13.0	5.0	0.0	18.0	1.8%
Total	677.5	233.2	73.9	984.6	100.0%

11
12 Rhonda Rath said they began to consider who is funded, and where they are funded
13 from. She said they determined the positions highlighted in blue in slide #23 were the specific
14 positions that were compressed. She gave an example of two teacher assistants, one with 22
15 years of experience and one with no experience, who would be compensated at the same rate.
16 She said that while the district was focusing funds on meeting the needs of students and
17 making appropriate staffing changes, they did not realize the depth of the impact on the
18 classified salaries, especially when they are funded for those positions by the state based on
19 average salaries for the whole state. She said that the average salary was not increasing at a

1 rate proportional to the increase in the cost of living in the area. She said this heightened the
 2 financial needs for our staff. She said the district’s limited salary scale did not keep up. She
 3 said that the district is now working to correct this inadequate compensation of staff. She said
 4 that the district is requesting funding in the amount of \$2.5 million dollars to decompress the
 5 classified salary scale.
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Slide #24

FY 2023 Student Membership 

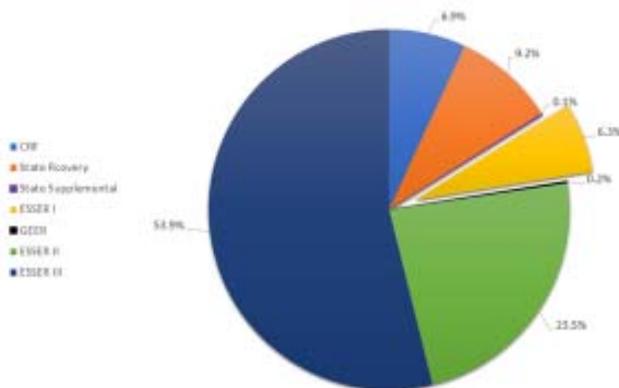
	FY 2022	FY 2023	Change
Projected ADM Average Daily Membership	7,299	7,182	(117)
(plus) Charter School	919	951	32
(less) Out of District	108	110	2
Total Student Billing Base	8,110	8,023	(87)

ENGAGE. CHALLENGE. INSPIRE.

8
 9 Rhonda Rath said the district is funded based on projected ADM, or average daily
 10 membership, which represents the actual number of attending students. She said that the
 11 projection for FY 2023 shows a decrease of 117 students, while charter schools are projected to
 12 increase by 32 and out-of-district by 2. She said this results in a net decrease by 87 students
 13 compared to the previous year.
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Slide #25

OVERALL FEDERAL COVID RELIEF 

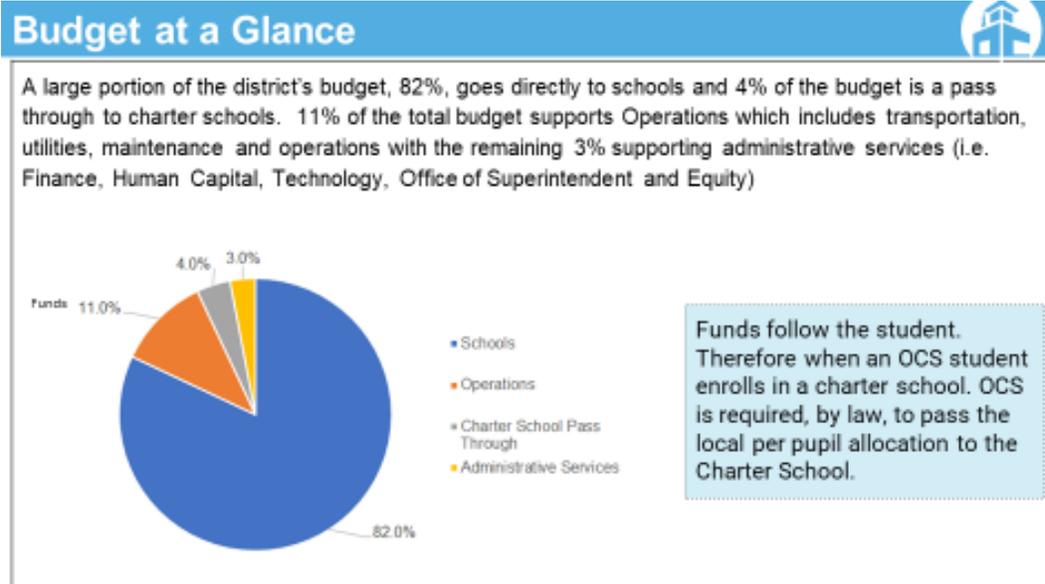


Source	Allotment
CRF - Care Act Coronavirus Relief Fund	\$ 1,230,885
State Fiscal Recovery Funds	\$ 1,611,580
State Covid-19 Supplemental Funds	\$ 226,956
ESSER I	\$ 1,069,429
GEER	\$ 281,313
ESSER II	\$ 4,133,707
ESSER III	\$ 9,395,367
Total COVID Relief	\$17,949,237

16
 17 Rhonda Rath said that federal funds provided to the district were designated for specific
 18 areas most impacted by COVID-19, such as making up for unfinished learning, meeting the

1 social and emotional needs of students, and keeping students and staff safe. She said they are
 2 allocating much of these funds to building capacity of teaching staff through research-based
 3 curriculum and professional development so that once the funds are gone, they will still benefit
 4 from them. She said that those funds do not address the needs that they are requesting the
 5 county support in FY23.
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Slide #26



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 10 Slide #27

FY 2023 LOCAL BUDGET SUMMARY

FY 2022 County Approved Appropriation	\$35,416,370	\$4,367/pp
Projected FY 2023 ADM reduction	\$ 379,929	\$4,367/pp
FY 2023 Anticipated County Per Pupil Revenue (Based on FY2022 Funding)	\$35,036,441	\$4,367/pp
Total Increase to Fund Local Salaries and Benefits <small>FY22 Unfunded 2.5% Increase & FY23 projected 2.5% Increase + Benefit Increases</small>	\$ 1,100,000	\$ 137/pp
Unfunded Building Tech Support for Board of Education Meetings (31,000 per meeting)	\$ 40,480	N/A
Total Local Current Operations Continuation Budget	\$36,176,921	\$4,504 pp
Implementation of Classified Employment Study Recurring sales tax revenue committed by BoCC Budget need to implement recommended Study	\$3,100,000 \$(631,500) \$2,468,500	\$308/pp
Provide years of service credit for supplement based on state years of service vs. local years of service to Certified staff (i.e., Teachers)	\$ 651,000	\$ 81/pp
Master Pay for those certified staff holding a master degree relevant to their position	\$1,200,000	\$150/pp
GRAND TOTAL LOCAL OPERATING BUDGET	\$40,455,941	\$5,043/pp

11 Rhonda Rath said that taking into account the decrease in projected ADM, the district
 12 anticipates local funding of \$35 million, which is a decrease of 380,000 in comparison to the
 13 previous fiscal year. She said that the state budget enacted into law in November 2021 an
 14 average 2.5% increase for licensed staff and a 2.5% increase for non-licensed staff. She said
 15 that the per pupil funding received in FY22 remained constant with FY21 and did not account for
 16 the legislative increases in the state budget bill. She said that as a result, the district had to
 17 appropriate local fund balance of approximately \$500,00 in order to implement the legislated
 18

1 increases. She said that in order to fund the legislated salary increase for FY22 and the
2 projected salary and benefit increases for FY23, an additional \$1.1 million is needed. She said
3 this would require a \$137 per pupil increase, taking the district from \$4,367 per pupil to \$4,504
4 per pupil. She said that in order to leverage local funding to further meet the needs of students,
5 they are requesting that the county provide additional funding of \$40,000 for the technical
6 support needed to use the Whitted Building for bi-monthly board meetings. She said this brings
7 their continuation budget request to \$36 million, or \$4,504 per pupil. She said that in an effort to
8 address the years of salary compression currently in classified pay scales, and to recognize the
9 numerous staff that have gone as many as eight years without an increase from the state, the
10 district is seeking expansion funding from the county to support implementing the classified pay
11 scales recommended from the HIL consulting group compensation study. She said that the
12 recommendation includes implementing 30 step pay scales with a 1.5% increase for each year
13 of experience. She said it is projected this initiative will cost approximately \$3.1 million. She
14 said the county has already committed recurring funding of \$631,500 from online sales tax
15 revenue to be applied to this initiative, which leaves \$2.5 million in additional funding needed to
16 implement the study as recommended. She said factoring in the additional online sales tax
17 revenue committed by the county beginning this year and going forward, this leaves a need of
18 \$2.5 million, or \$308 per pupil, to fully fund the recommended classified pay scales. She said it
19 is also a priority to recognize certified staff and the years of experience they bring to Orange
20 County Schools. She said that certified staff currently receive a local supplement based on their
21 years of service in Orange County Schools. She said the board would like to change this
22 method and give certified staff local supplement credit for years of experience in the state. She
23 said in order to implement this practice, an additional \$651,000, or \$81 per pupil, is needed.
24 She said the final expansion item is masters pay for certified staff holding a master's degree
25 relevant to their position. She said this encompasses certified staff, such as those paid as
26 teachers, social workers, or counselors, who the Department of Public Instruction does not
27 recognize masters pay on their license. She said that because of the lack of recognition, they
28 are not compensated for higher degrees. She said that the budget request reflects the district's
29 values, people, and is aligned with the strategic plan, specifically Goal 3 of recruiting and
30 retaining exemplary staff which is critical to achieving Goal 1, "Teaching Tomorrow's Leaders,
31 Our Students." She said that district staff have proven themselves invaluable and as essential
32 staff during the pandemic. She said they stepped up and went above and beyond when
33 children, their families, and the community needed them the most. She said the district must be
34 there for them now.

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36 Slide #28



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38 Slide #29



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Commissioner Hamilton asked about staff not being compensated for holding master's degrees. She asked for the positions that includes.

Rhonda Rath said it includes teachers, instructional facilitators, social workers, and counselors. She said that in 2013, state legislators voted to take away master's pay for that population. She said that those holding the degree at that time were included, but those that earned since 2013 do not receive the pay.

Commissioner Bedford asked what the estimated fund balance is.

Rhonda Rath said the estimated unassigned fund balance is about \$2.1 million. She said the 5.5% would be \$2.2 million.

Commissioner Richards said that Governor Cooper's proposed budget would reinstate master's pay. She asked if classified employees were given any raises last year.

Rhonda Rath said that classified staff were given bonuses using fund balance. She said that ESSER funds were used for the items to implement professional development and curriculum after the funds are gone.

Commissioner Richards asked about the cost of bonuses and how much fund balance was used.

Rhonda Rath said \$1.3 million.

Commissioner Richards asked if certified and uncertified staff received bonus pay.

Rhonda Rath said it was given to all staff.

Commissioner Greene asked how Chapel Hill-Carrboro City Schools used their ESSER funding.

Jonathan Scott said they received \$19 million in total recovery money. He said that about \$12 million has been used.

Commissioner Greene asked if it was being used to its full extent.

Jonathan Scott said early on they realized it would be available for 3-4 years and they wanted to spread the money out. He said that a majority of money was used for COVID mitigation and feeding students, transportation, MiFi's, and money for technology. He said the first allocation of CARES Act was used primarily used for COVID mitigation and remote learning. He said that moving out of pandemic phases into in-person learning, their first allocation of ESSER funds were around \$4.5 million and ESSER 2 was around \$7.5 million. He said that one of the requirements was that they provide a summer school program. He said they spent \$2 million on those efforts. He said that additionally, the board recognized there were problems with recruitment and retention. He said that they are being used for signing bonuses and additional recruitment strategies. He said that ESSER 3 requires that funds be spent on unfinished learning, so they must go directly into the classroom. He said they provided a virtual learning for high school but no virtual option for K-8 students. He said they found that although

1 they could not stand up a virtual academy, they could provide an alternative learning
2 arrangement. He said that teachers were paid an additional amount of money to teach the
3 students that did not want to return, online. He said that will cost about \$900,000. HE said from
4 there they determined there was a significant problem for bus driver recruitment and retention.
5 He said they adopted a half-million strategy for bus driver recruitment. He said that they also
6 provide food for them once a month. He said that moving forward, in November, the Board
7 adopted a bonus compensation structure that included \$1,000 this year and \$500 next year if
8 they stay. He said they allocated just under \$1 million of local funds for that. He said they
9 allocated \$600,000 for tutoring. He said that there is \$1.7 million in unallocated ESSER 3
10 funding, and they have until fall of 24 to spend it. He said the other pockets of money are very
11 targeted for specific needs.

12 Commissioner Richards asked about Jonathan Scott's statement that the actual
13 increase to Chapel Hill-Carrboro City Schools will only be \$200,000.

14 Jonathan Scott said the Board of County Commissioners funding is based on DPI's
15 estimates for the next year. He said that last year, they had a held harmless provision, and they
16 were projected at 12,227 students.

17 Rhonda Rath said they were projected at 7,299.

18 Jonathan Scott said that the county puts those two numbers together and arrives at a
19 percentage allocation between the two districts. He said that Orange County's stayed flat and
20 their's decreased by 785 students and that changed the proportion by about 2%. He said that
21 was enough so that the 3% increase in County Manager's budget, which is \$4 million to
22 education, he said that their share was \$1.1 million. He said that part of that increase included
23 the amount of money the BOCC appropriated in grants to the school districts of \$1.5 million. He
24 said that the \$1.1 million and deduct the \$800 thousand for social emotional learning and
25 mental health, which leaves them of about \$200,000 in absolute dollars.

26 Commissioner McKee said the projected numbers have historically been high. He said
27 the county never asked for the money back. He said once they settled on a per-student
28 allocation, which was the end of it. He said that created a higher per student allocation than
29 what is shown in the budget. He asked what rationale they would use to now go in the opposite
30 direction because there is a lower projected number than last year, why would they stay at the
31 high projection.

32 Jonathan Scott said it is not his intention to alter the county's funding formula.

33 Commissioner McKee said there is a perception that the county is not funding at a high
34 amount or at the level they were funding. He it is a reality that there is a decrease in the
35 projected number of students. He said he would like to know where the children went from
36 Chapel Hill-Carrboro City Schools. He said did they go to home school, charter, or did they
37 move away.

38 Jonathan Scott said he is also very curious about where they went. He said that
39 kindergarten numbers are down and that accounts for part of it. He said charter numbers are not
40 materially high.

41 Commissioner McKee said he realizes that it creates a change in the percentage, but
42 the reality is that they fund on projected numbers.

43 Dr. Nyah Hamlett said specifically to the mental health and achievement grant, their
44 expansion budget was full of social and emotional learning support. She said they would have
45 likely used the mentally health funding because they know that mental health supports are
46 necessary. She said they may have looked at a different formula.

47 Chair Price asked if they are able to track how many students changed grade levels or if
48 it was possible some students just graduated. She asked if you could tell if they left or
49 graduated out.

50 Dr. Nyah Hamlett said they can analyze that, but they do not have that number on hand.
51 She said that it is happening across the country.

1 Chair Price said she wondered if they graduated.
 2 Dr. Nyah Hamlett said they can look to see if numbers are greater at specific grade
 3 levels.

4 Commissioner Fowler said SAPFO had about 500 in elementary, level in middle school,
 5 and an increase in high school. She said that she thinks it was about folks that needed
 6 guaranteed childcare went to private schools.

7 Commissioner Richards asked if there is a breakdown of the budget that shows the
 8 percentage of the budget that goes to administrative support.

9 Jonathan Scott said it is available in the budget document and he will forward that.

10 Commissioner McKee said he is interested in that information from both school systems.

11 Commissioner Richards said that Orange County has 3% reflected in their report.

12 Chair Price asked Orange County if recruitment to HBCUs is included in the recruitment
 13 budget.

14 Rhonda Rath said that there is a line item for recruitment in their human capital budget
 15 and that would support reaching out to those universities.

16 Commissioner Bedford asked what the summer programs will be for each district.

17 Dr. Monique Felder said there will be a summer learning academy for students in grades
 18 K-12, specifically for students who need remediation. She said this year they are targeting
 19 students who need remediation.

20 Dr. Nyah Hamlett said they will provide enrichment and accelerated learning, and those
 21 that are transitioning from elementary to middle and middle to high school.

22
 23
 24 **2. FY 2022-23 Orange County Recommended Operating Budget – Education**

25 The Board reviewed and discussed the Chapel Hill-Carrboro City Schools and Orange County
 26 Schools FY 2022-23 Operating and Capital Investment Plan Budgets.

27
 28 **BACKGROUND:** The County Manager presented the FY 2022-23 Recommended Budget on
 29 May 3, 2022. Since that time, the Board has conducted one public hearing to receive residents’
 30 comments regarding the proposed funding plan. This discussion is the first opportunity the
 31 Board has had to discuss next year’s recommended funding plan related to Education funding.
 32 Total K-12 Education funding as included in the FY 2022-23 Manager Recommended Budget is
 33 \$120,324,620, or 47.1 percent of General Fund revenues. This includes funding for current
 34 expense, school related debt service, and school health and safety service contracts.

35
 36 **Total Funding for Local School Districts:**

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-</u>
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42 **Student Enrollment Projections:**

43 Based on North Carolina Department of Public Instruction (DPI) projections, the Chapel Hill-
 44 Carrboro City School District enrollment for fiscal year 2022-23 totals 11,442, for an overall
 45 decrease of 909 budgeted students when compared to FY 2021-22.

46
 47
 48 Based on DPI projections, the Orange County Schools district enrollment for fiscal year 2022-23
 49 totals 8,023, for an overall decrease of 87 budgeted students when compared to FY 2021-22.

CHCCS	March 2021 DPI #s	March 2022 DPI #s	Difference
DPI Enrollment	12,448	11,466	-982
Less: Out-of-District	253	229	-24
Subtotal	12,195	11,237	-958
Plus: Current Charter Students	156	205	49
Total Budgeted Students	12,351	11,442	-909
% Distribution By District	60.36%	58.78%	-1.58%

OCS	March 2021 DPI #s	March 2022 DPI #s	Difference
DPI Enrollment	7,299	7,182	-117
Less: Out-of-District	108	110	2
Subtotal	7,191	7,072	-119
Plus: Current Charter Students	919	951	32
Total Budgeted Students	8,110	8,023	-87
% Distribution By District	39.64%	41.22%	1.58%

The North Carolina General Assembly requires school systems to pay a per pupil allotment to support charter students within their districts.

School Districts Budget Requests

Both School Districts requested increases in per pupil funding for FY 2022-23 as detailed in the tables below.

OCS	FY 2021-22 Approved	FY 2022-23 Continuation Increase	FY 2022-23 Expansion Increase	Total FY 2022-23 Increase	Total FY 2022-23 Request
ADM	8,110	8,023	8,023	8,023	8,023
Current Expense	\$35,416,370	\$1,100,000	\$4,319,500	\$5,419,500	\$40,835,870
Per Pupil Equivalent	\$4,367	\$137	\$538	\$675	\$5,090

CHCCS	FY 2021-22 Approved	FY 2022-23 Continuation Increase	FY 2022-23 Expansion Increase	Total FY 2022-23 Increase	Total FY 2022-23 Request
ADM	12,351	11,442	11,442	11,442	11,442
Current Expense	\$53,936,817	\$2,370,000	\$5,795,000	\$8,165,000	\$62,101,817
Per Pupil Equivalent	\$4,367	\$207	\$506	\$714	\$5,428

Current Expense

The recommended appropriations for Chapel Hill-Carrboro City and Orange County Schools increases the current expense funding by \$4,225,596 in FY 2022-23 as detailed in the tables below. This includes per pupil funding to increase to \$4,808 for each of the 19,465 students in the two school systems. Local Current Expense funding supplements State and Federal funds received by each district for the day-to-day operation of schools. Examples of expenses paid from these funds include salaries and benefits for locally paid teachers and utilities. North Carolina statutes mandate boards of county commissioners to provide local current expense monies to school districts. Counties having more than one school administrative unit, as is the case in Orange County, are required to provide equal per pupil appropriations to each system.

OCS	FY 2021-22 Approved	Total FY 2022-23 Request	Total FY 2022-23 Recommend	Difference
ADM	8,110	8,023	8,023	0
Current Expense	\$35,416,370	\$40,835,870	\$38,570,900	\$2,264,970
Per Pupil Equivalent	\$4,367	\$5,090	\$4,808	\$282

CHCCS	FY 2021-22 Approved	Total FY 2022-23 Request	Total FY 2022-23 Recommend	Difference
ADM	12,351	11,442	11,442	0
Current Expense	\$53,936,817	\$62,101,817	\$55,007,882	\$7,093,935
Per Pupil Equivalent	\$4,367	\$5,428	\$4,808	\$620

Recurring Capital

Recurring capital for both School districts remains the same as the prior year appropriation of \$3 million dollars. The budget for FY 2022-23 includes \$1,763,400 for Chapel Hill-Carrboro City Schools and \$1,236,600 for Orange County Schools. For FY 2022-23, a mix of debt financing (see page 95 of the Capital Investment Plan (CIP)) and pay-as-you-go funding (see page 132 of the Operating Budget) is recommended for Recurring Capital. Recurring capital pays for facility improvements, equipment, furnishings, and vehicle and bus purchases. State statutes mandate counties to fund recurring capital. However, the amount of money counties allocate to this function is discretionary and varies from county to county. **Note: These amounts have been revised (represented by yellow highlighting on Attachment 2-E) from the Original Recommended Capital Investment Plan to reflect the revised average daily membership (ADM) percentage, as included in the FY 2022-23 Manager Recommended Operating Budget.**

Long Range Capital

The County plans and programs long-range school capital funding through the County's Capital Investment Plan (CIP). The recommended CIP budget for FY 2022-23 includes \$2,502,680 for Chapel Hill-Carrboro City Schools and \$1,755,026 for Orange County Schools, as detailed on Attachment 2-E, which is an updated version of page 95 of the CIP using the most recent ADM for each district. This combines to a total of \$4,257,706, which represents an increase of \$83,484 from FY 2021-22. A 2% annual growth rate is included throughout the years of the CIP related to Long Range Capital. For FY 2022-23, as was the case in FY 2021-22, debt financing will be utilized, instead of pay-as-you-go funds for Long Range Capital projects. Similar to Local Current Expense funding, the amount of money counties allocate to long-range capital expenditures is discretionary and varies from county to county.

School Debt Service

The recommended budget provides for \$21,807,353 in School Related Debt Service, which represents repayment of principal and interest on School related debt, including general obligation bonds and private placement loans. This is a decrease of \$1,930,893 from FY 2021-22. North Carolina statutes require counties to pay for school related capital items, such as acquisition and construction of facilities. In instances where counties borrow funds to pay for such items, the State mandates counties to repay the debt. The amount of money counties borrow for school related projects is discretionary and varies from county to county.

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Health and Safety Service Contracts

The recommended budget includes \$3,738,485 for the Health and Safety Service Contracts for both school districts 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 school in both school systems. This represents a 3% increase over the FY 2021-22 funding amount.

Capital Investment Plan

The FY 2022-23 Manager Recommended Capital Investment Plan includes funding of \$18,088,811 in FY 2022-23, and a 10-Year total of \$101,939,541, for Chapel Hill-Carrboro City Schools. Funding of \$9,925,349 in FY 2022-23, and a 10-Year total of \$64,380,719, is included for Orange County Schools. The new split of funding per school system is detailed on Attachment 2-E.

Supplemental Deferred Maintenance Program

The FY 2020-21 CIP introduced a supplemental funding program for deferred maintenance and life and safety improvements in schools. The program would involve an expenditure of \$30 million over a three-year period to expedite each School District's backlog of deferred maintenance projects in anticipation of a potential general obligation bond referendum in future years.

The total amount was divided between the districts on the basis of average daily membership in FY 2020-21. As a result, Chapel Hill-Carrboro City Schools was allocated 59.99% or \$17,997,000 of the \$30 million total while Orange County Schools was allocated 40.01% or \$12,003,000 of the total amount.

The FY 2022-23 CIP recommends a second round of \$30 million over two years for additional school funding. These funds are split between the districts on the basis of the average daily membership in FY 2022-23. As a result, Chapel Hill-Carrboro City Schools will be allocated 58.78% or \$17,634,000 of the \$30 million total while Orange County Schools will be allocated 41.22% or \$12,366,000 of the total amount. These funds are split so that 10% or \$3 million can be spent in FY 2022-23 for planning and professional services, so that the remaining 90% or \$27 million can be "shovel ready" immediately in FY 2023-24. The two rounds of funding can be combined by the schools to complete larger projects as detailed in the tables below.

CHCCS	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Total
Original FY 2020-21 Allocation	\$ 1,800,000		\$ 10,000,000	\$ 6,197,000	\$ 17,997,000
Recommended FY 2022-23 Allocation			\$ 1,763,400	\$ 15,870,600	\$ 17,634,000
Total Funding	\$ 1,800,000	\$ -	\$ 11,763,400	\$ 22,067,600	\$ 35,631,000

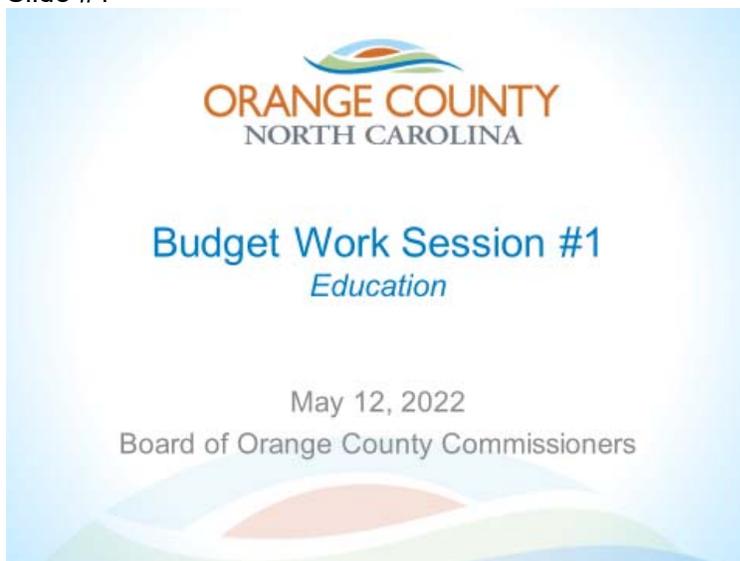
OCS	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Total
Original Allocation	\$ 4,150,000	\$ 3,600,000	\$ 4,253,000		\$ 12,003,000
Recommended Additional Allocation			\$ 1,236,600	\$ 11,129,400	\$ 12,366,000
Total Funding	\$ 4,150,000	\$ 3,600,000	\$ 5,489,600	\$ 11,129,400	\$ 24,369,000

1
2 The expenditures to date for CHCCS and OCS from the FY 2020-21 Allocation are \$849,308
3 and \$320,400 respectively.
4

5 Board members have the opportunity to discuss County funding and anticipated State funding
6 for schools next year with Chapel Hill-Carrboro City Schools and Orange County Schools.
7 Attachment 2-A provides additional information of how Orange County compares with other
8 counties within North Carolina related to Current Expense funding per pupil and other
9 educational related funding issues. Attachment 2-B provides a history of the Per Pupil
10 Appropriation. Attachment 2-C provides a history of the Chapel Hill-Carrboro City Schools
11 District Tax. Attachment 2-D represents the School Districts Local Current Expense Fund
12 Balance Policy. Attachment 2-E presents the revised Capital Investment Plan Schools Projects
13 Summary to reflect the revised ADM%, as included in the FY 2022-23 Manager's
14 Recommended Operating Budget.
15

16 Travis Myren, Deputy County Manager, made the following presentation:
17

18 Slide #1



19
20 Slide #2

Total Funded Students

Total Student Enrollment				
	FY2021-22 Budget	FY2022-23 Budget	Difference	% Change
Average Daily Membership (ADM) in School Facilities (DPI Projection)	19,747	18,648	(1,099)	(5.6%)
Out of District Student Deduction	(361)	(339)	(22)	(6.1%)
Charter Student Addition (March Snapshot)	1,075	1,156	81	7.5%
Total	20,461	19,465	(996)	(4.8%)

- Department of Public Instruction (DPI) Projections for Average Daily Membership Enrolled in School Facilities
- Out of District Students Deducted Due to Tuition Revenue
- Charter Students Added to Fund District Students Enrolled in any Charter School
 - Measured by Snapshot of attendance as of March
- **Overall 4.8% Decrease in Funded Students**



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Travis Myren said that total they are down about 4.8 percent of students for next year.

Slide #3

Chapel Hill-Carrboro Funded Students

Chapel Hill-Carrboro City Schools Funded Students				
	FY2021-22 Budget	FY2022-23 Budget	Difference	% Change
Average Daily Membership (ADM) in School Facilities (DPI Projection)	12,448	11,466	(982)	(7.8%)
Out of District Student Deduction	(253)	(229)	(24)	(9.5%)
Charter Student Addition (March Snapshot)	156	205	49	31.4%
District Total	12,351	11,442	(909)	(1.0%)
Percentage of Total Students	60.36%	58.78%	(1.58%)	

- Projected Average Daily Membership Decreased by 982 Students
- Charter Students Increased by 49 Students and comprise 1.79% of Total Funded Students
- **Percentage of Total Enrollment Decreased by 1.58 percentage points**
 - Lower Proportion of Funds Allocated by Average Daily Membership Compared to FY2021-22

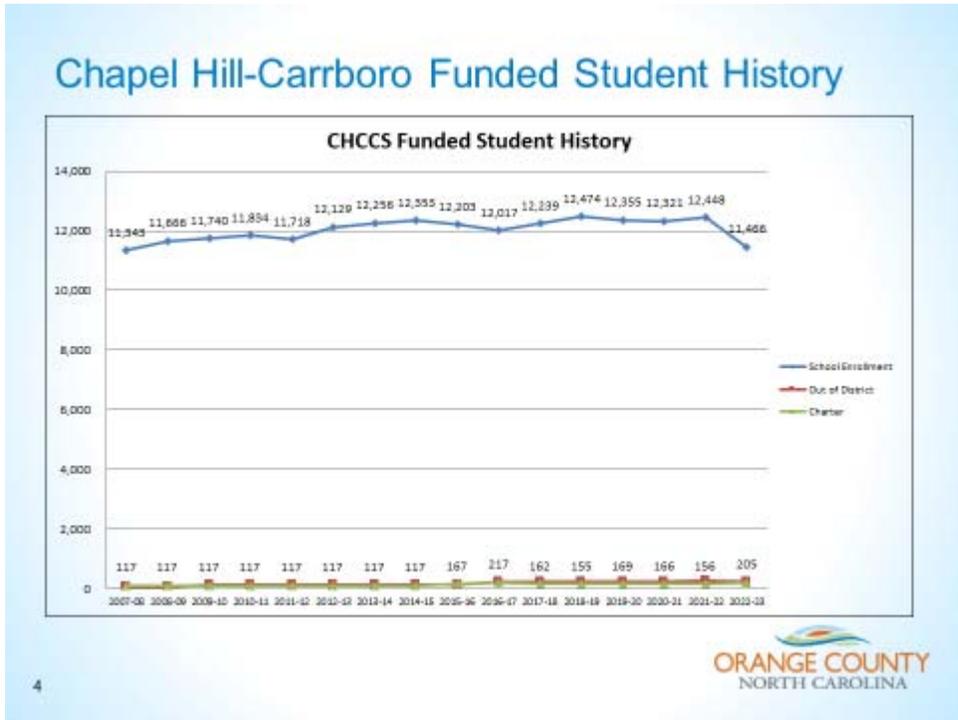


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Slide #5

Orange County Funded Students

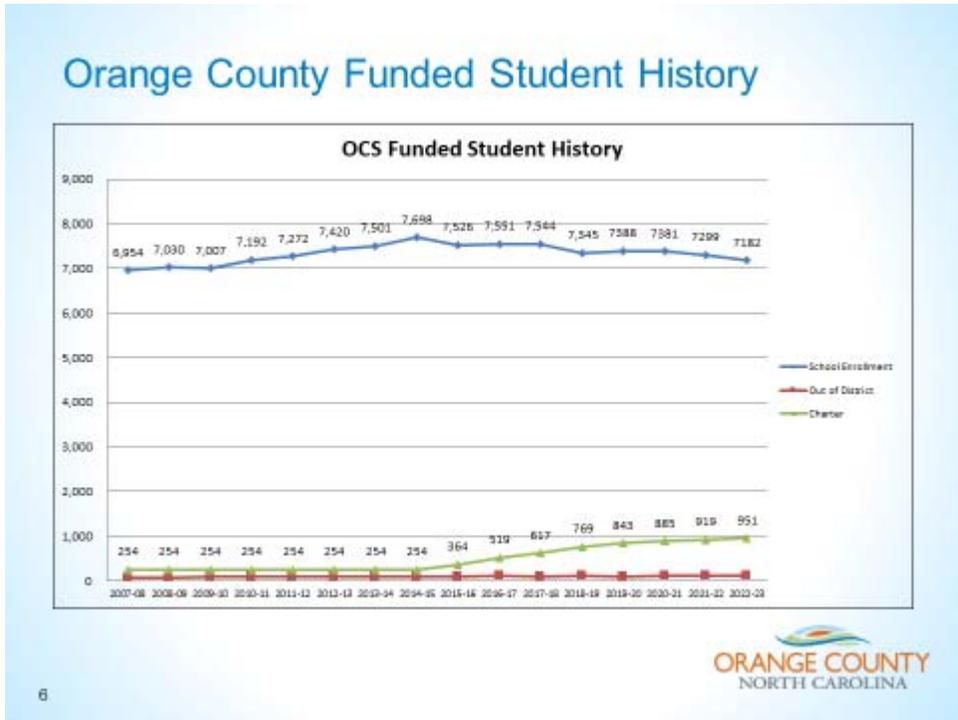
Orange County Schools Total Funded Students				
	FY2021-22 Budget	FY2022-23 Budget	Difference	% Change
Average Daily Membership (ADM) in School Facilities <i>(DPI Projection)</i>	7,299	7,182	(117)	(1.60%)
Out of District Student Deduction	(108)	(110)	(2)	1.85%
Charter Student Addition <i>(March Snapshot)</i>	919	951	32	3.48%
Total	8,110	8,023	(87)	(1.07%)
Percentage of Total Students	39.64%	41.22%	1.58%	

- Projected Average Daily Membership Decreased by 117 Students
- Charter Students Increased by 3.48% and Comprised 13.2% of Total Funded Students
- **Percentage of Total Enrollment Increased by 1.58 percentage points**
 - Higher Proportion of Funds Allocated by Average Daily Membership Compared to FY2021-22

ORANGE COUNTY
NORTH CAROLINA

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1 Slide #6



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Slide #7

Budgeted versus Actual Enrollment

Year	Budget	Actual	Difference
2021-22	12,448	11,420 <i>Six Month Average</i>	1,028
2020-21	12,312	11,645	667
2019-20	12,356	12,270	85
2018-19	12,474	12,296	178
2017-18	12,239	12,239	0
2016-17	12,017	12,113	(96)

<https://www.dpi.nc.gov/districts-schools/district-operations/financial-and-business-services/demographics-and-finance/student-accounting-data#average-daily-membership-and-membership-last-day-by-lea-admin-mtd>

Year	Budget	Actual	Difference
2021-22	7,299	7,073 <i>Six Month Average</i>	226
2020-21	7,381	7,007	374
2019-20	7,380	7,359	30
2018-19	7,345	7,276	69
2017-18	7,544	7,315	229
2016-17	7,551	7,413	138

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1 Slide #8

Recommended School Funding

- Operating Budget School Funding – page 132

FY2022-23 Operating Budget Total Recommended School District Funding		
Current Expense	\$93,578,782	Average Daily Membership
Recurring Capital	\$1,200,000	Average Daily Membership + \$1.8 Million in CIP
Debt Service	\$21,807,353	Not Allocated by District
Health & Safety Contracts	\$3,738,485	One School Nurse per Facility One Safety Officer for Middle and High Schools
TOTAL	\$120,324,620	

*Calculation of Percentage of General Fund
Revenues Dedicated to K-12 Education*

Total School Funding	\$120,324,620	= 47.1%
Total General Fund Rev.	\$255,500,691	

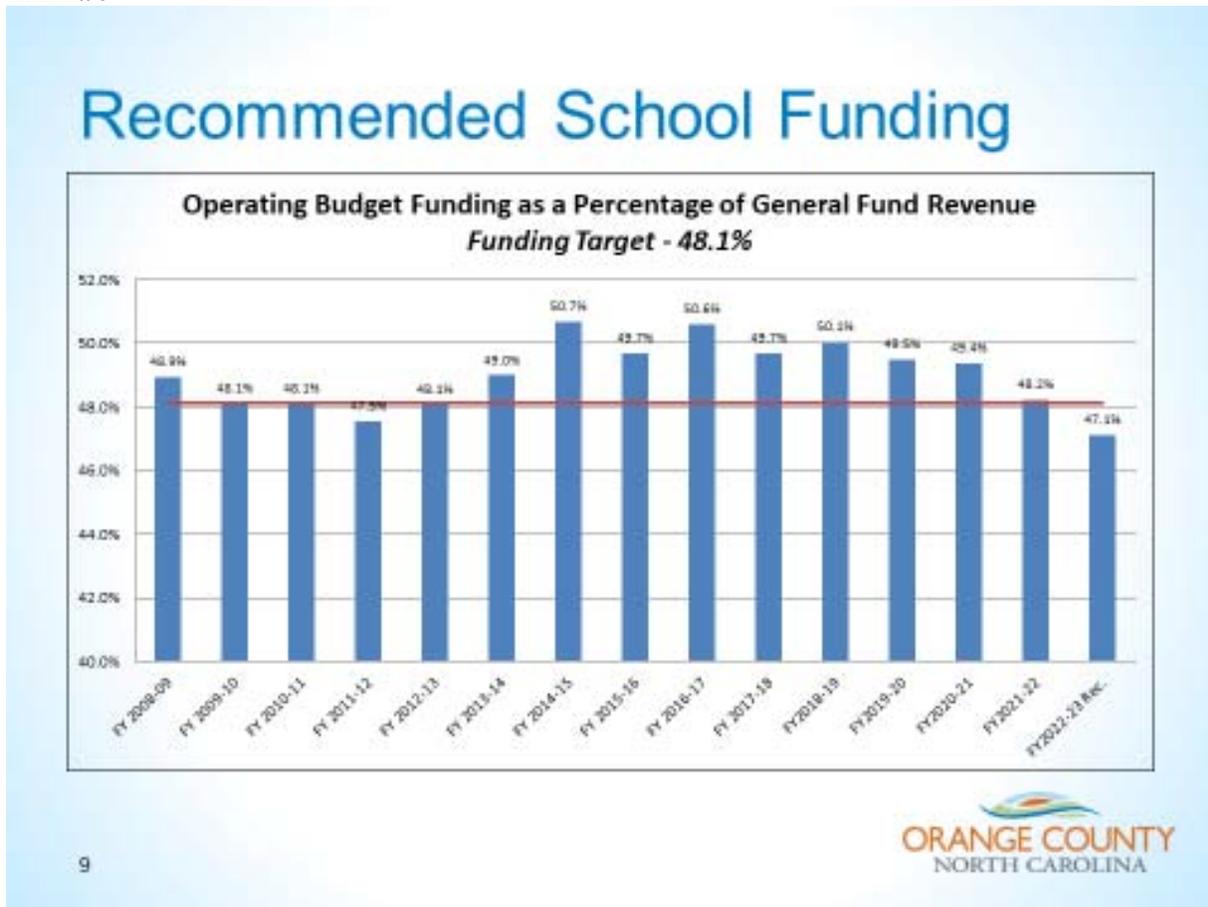


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Commissioner McKee asked if the safety officers were for both school districts.
 Travis Myren said it was for both districts.
 Commissioner McKee asked if Chapel Hill-Carrboro City Schools is intending to
 discontinue their school resource officer contract.
 Dr. Nyah Hamlett said they would vote on the various safety options on June 16th.
 Commissioner McKee said he is interested in that conversation.
 Travis Myren continued the presentation.
 Commissioner Hamilton asked about the note that recurring capital is based on average
 daily membership *plus* \$1.8 million in CIP.
 Travis Myren said that it is allocated by average daily membership and there is an
 additional allocation for the CIP that does not show up in the operating budget table.
 Commissioner Richards said they heard they were not funding schools at the target
 percentage. She asked how much that would cost to get to the target.
 Travis Myren said subsequent slides would help answer the question.

1 Slide #9



2
3 Travis Myren said that this shows the funding target and where the county has funded.
4 He said they are 1% point below the target for this fiscal year.

5 Chair Price asked what the impact on funding would be to bring it up to the target of
6 48.1%.

7 Travis Myren said it would be \$2.5 million.

8 Chair Price asked about the effect on other allocations.

9 Travis Myren said they would have to look at expenditure reductions or additional taxes.
10 He said 1 penny generates about \$2.2 million.

11 Chair Price asked when the management team was working on the budget if they
12 considered decreasing expenses to get \$2.2 million.

13 Travis Myren said they start by looking at resources available and then manage to that
14 target.

15 Chair Price asked if they went back to look at the budget to see if there were ways to
16 bring it to the \$2.2 million.

17 Travis Myren said at that point it is late in the process and numbers are locked in.

18 Commissioner Fowler asked how the school funding is decided and if it is based on the
19 schools' ask.

20 Travis Myren said it is a timing issue. He said they do not know what the schools
21 funding is sometimes until late in the process. He said that sometimes it is even after the County
22 Manager's recommended budget is presented. He said they set a goal of 3% across the board.

23 Commissioner Fowler said that capital needs are skyrocketing and asked if that was
24 considered.

1 Travis Myren said there are a lot of other capital funds available in the CIP and this is the
2 amount of cash that could be fit into the operating budget model.

3 Commissioner McKee asked if the \$2 million drop-in debt service would account to the
4 below the 48.1%.

5 Travis Myren said most of it.

6 Commissioner McKee said this is a generalized conversation over the past 15 years that
7 they want to try to hit. He said they have met or exceeded in all but 1 year since 2008-2009. He
8 said on several occasions it has exceeded the 50%. He said that if they are talking about
9 increasing to hit the target then next year should they discuss decreasing.

10 Chair Price said that seeing that it had been exceeded other times. She said that this
11 year, coming out of the pandemic, with all of the needs that had been identified, it seems there
12 is a greater need. She said she is not saying they must hit the target.

13 Commissioner McKee said it would require another penny on the tax rate.

14 Chair Price said yes, or they could look at other options.

15 Commissioner Greene said both numbers are flexible. She said they are always in flux.
16 She said that there is pressure from all sides and the schools, and the community have needs.
17 She said that 48% is not a fixed percentage.

18 Chair Price said understands and she just wanted to get clarity and did not want to
19 suggest anything. She said in the past when they have gone above then that money was added
20 after the fact.

21 Commissioner Richards said she had heard so much about it on Tuesday night and
22 wanted to understand it better. She said that the chart showed the targets, and she understands
23 that the whole budget, none of it is fixed.

24 Commissioner McKee said they heard a lot about other counties allocating a greater
25 percentage of their budget to schools and he speculates that is Wake County due to their high
26 rate of growth. He said that per student, they are below Orange County. He said the comments
27 indicated that Wake County was giving more.

28 Commissioner Hamilton said she is not a fan of an arbitrary target. She said they need
29 to be looking at the needs of the schools. She said investing in children is the most important
30 thing they can do. She said the county has been spending a lot of money dealing with the social
31 inequities later in life but have not done an adequate job as a society to prevent that. She said
32 investment needs to be at the beginning. She said that current numbers targeted a 3% increase
33 to schools, but general funds have increased 7%. She said that they are looking at a better
34 economic situation and got through the pandemic better than expected. She said that they
35 should think about what the needs are now, and they need to focus on what they need to do
36 now and set priorities. She said really hard choices need to be made but those should not be
37 made on the backs of children.

38 Commissioner Greene said she is concerned that they are being compared to Wake
39 County and she speculates that so much of Wake County is urban. She said that is not a good
40 comparison to Orange County.

41 Chair Price said that in the past, they have used half of their budget for schools. She
42 said they should prioritize children and examine what would need to be sacrificed to reduce
43 expenditures.

44 Commissioner Fowler asked if county level recommendations were reviewed based on
45 what the departments requested or if they set a 3% increase for them.

46 Travis Myren said the budgets come in department specific and are examined on a
47 case-by-case basis by policy. He said that he would need to look at the percentage increase in
48 county department spending. He said the 3% started with what do we want to give employees.

49 Commissioner Fowler said if the county got a revenue increase of 7%, and they are only
50 putting 3% in for the schools, then it means that some are getting more than 7%.

1 Commissioner McKee asked if the 7% is a projected number and the 3% is an allocated
 2 number. He asked how they can have an assurance that there will be 7% increase in the
 3 county.

4 Travis Myren said that both are budget numbers and they are both projections because
 5 the budget has to be balanced and based on something.

6 Commissioner McKee asked if the 3% recommended allocation to the schools is a solid
 7 number is.

8 Travis Myren said yes.

9 Commissioner McKee said that once they pass the budget, then that number is solid. He
 10 said that the 7% income is a projection and is not a static number. He said he understands the
 11 rationale.

12 Commissioner Hamilton said that is why there is fund balance. She said that is probably
 13 why the schools want to hold on to a fund balance as well. She said they have the ability to
 14 adjust with taxes, but the schools do not.

15 Commissioner McKee said they either need to reduce other areas of need or add a tax
 16 increase above the 1 cent. He said he does not want to be where they were in the 1990's with
 17 tax increases. He said that he could easily justify exceeding the request of the schools but he
 18 can't justify the taxing side of it. He said that there is a balance for him.

19 Travis Myren said he would review the percentage changes in revenues and
 20 expenditures and get back with the Board.

21
 22 Slide #10

Recommended School Funding

- Changes in the Operating Budget for Schools

FY2022-23 Operating Budget Changes from FY2021-22 Approved Budget		
Current Expense	\$4,225,595	Three percent (3%) Increase
Recurring Capital	\$1,200,000	Cash Funding in Capital Budget; Not New Resources
Debt Service	(\$1,930,893)	Decrease based on actual projects financed
School Health and Safety	\$108,888	Three percent (3%) Increase
TOTAL	\$3,603,590	Three percent (3%) Increase

Target = $\frac{\text{Total School Spending (3\% Increase)}}{\text{General Fund Revenue (7\% Increase)}}$

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1 Slide #11

Recommended Capital Investment Plan

- Capital Budget School Funding – page 28 CIP

FY2022-23 Capital Budget Total Recommended School District Funding		
Article 46 Sales Tax	\$2,101,099	Average Daily Membership (ADM)
Debt Financed School Improvements	\$4,257,706	Average Daily Membership (ADM)
Lottery Proceeds	\$1,402,354	Average Daily Membership (ADM)
Recurring Capital	\$3,000,000	Average Daily Membership (ADM)
Supplemental Deferred Maint.	\$17,253,000	Average Daily Membership (ADM) at time of appropriation
TOTAL	\$28,014,159	

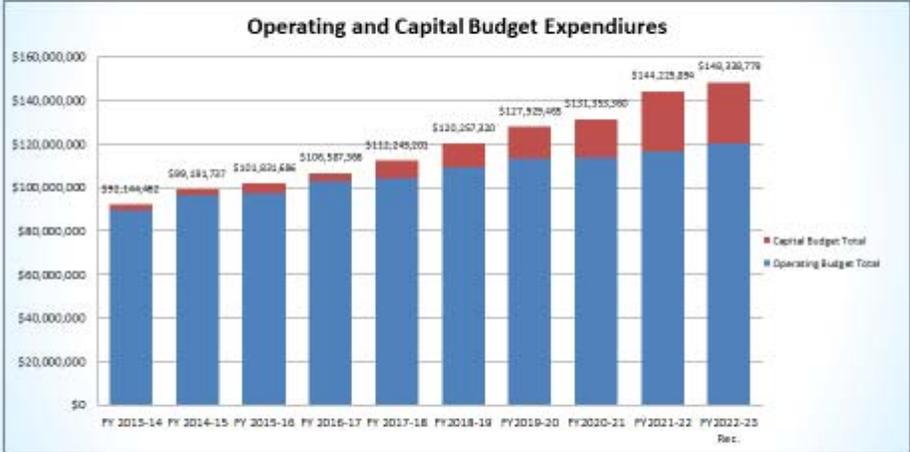


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Slide #12

Recommended School Funding

Operating and Capital Budget Expenditures

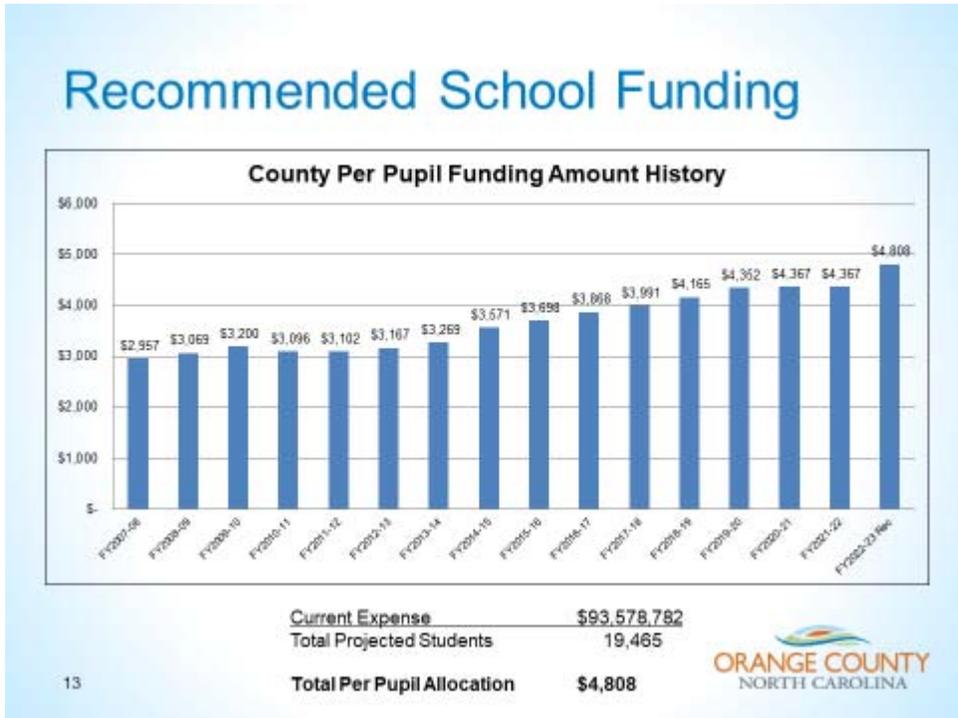


Fiscal Year	Operating Budget Total	Capital Budget Total	Total Expenditures
FY 2013-14	\$92,144,482		\$92,144,482
FY 2014-15	\$99,481,727		\$99,481,727
FY 2015-16	\$101,821,636		\$101,821,636
FY 2016-17	\$109,587,398		\$109,587,398
FY 2017-18	\$110,248,200		\$110,248,200
FY 2018-19	\$120,257,220		\$120,257,220
FY 2019-20	\$117,529,405		\$117,529,405
FY 2020-21	\$131,385,390		\$131,385,390
FY 2021-22	\$144,225,894		\$144,225,894
FY 2022-23 Rec.	\$120,000,000	\$29,230,779	\$149,230,779



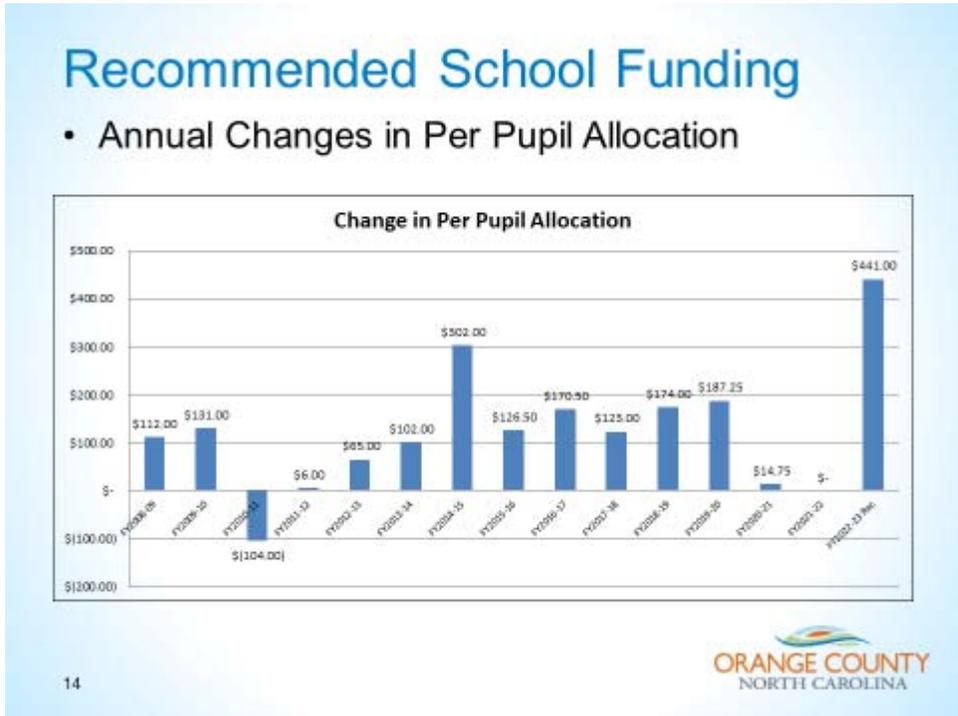
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1 Slide #13



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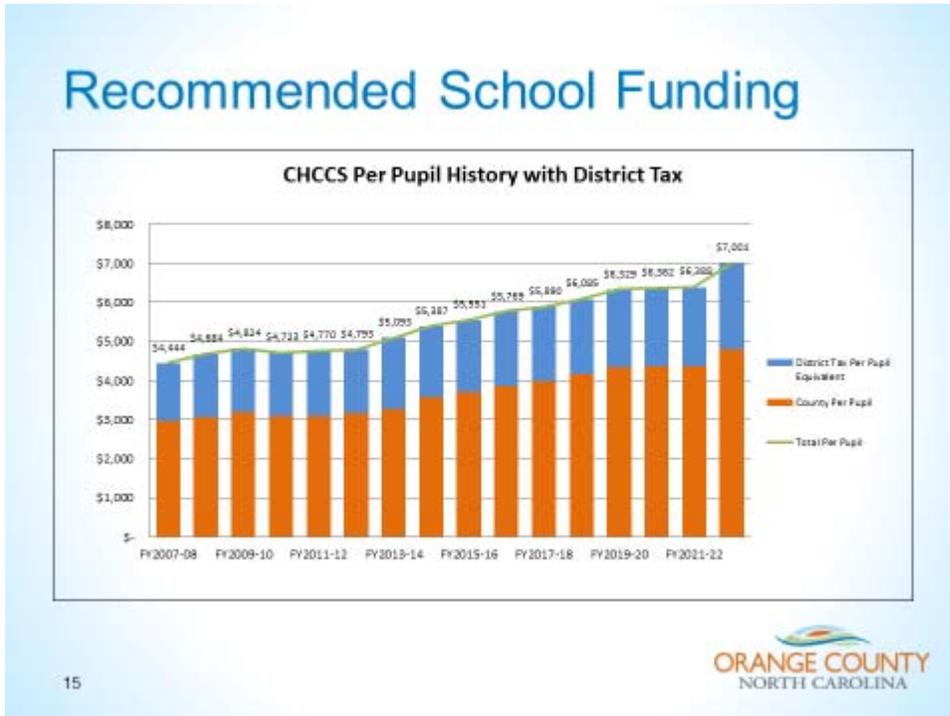
Slide #14



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Chair Price asked if the figures on slide #14 were adjusted for inflation. Travis Myren said no.

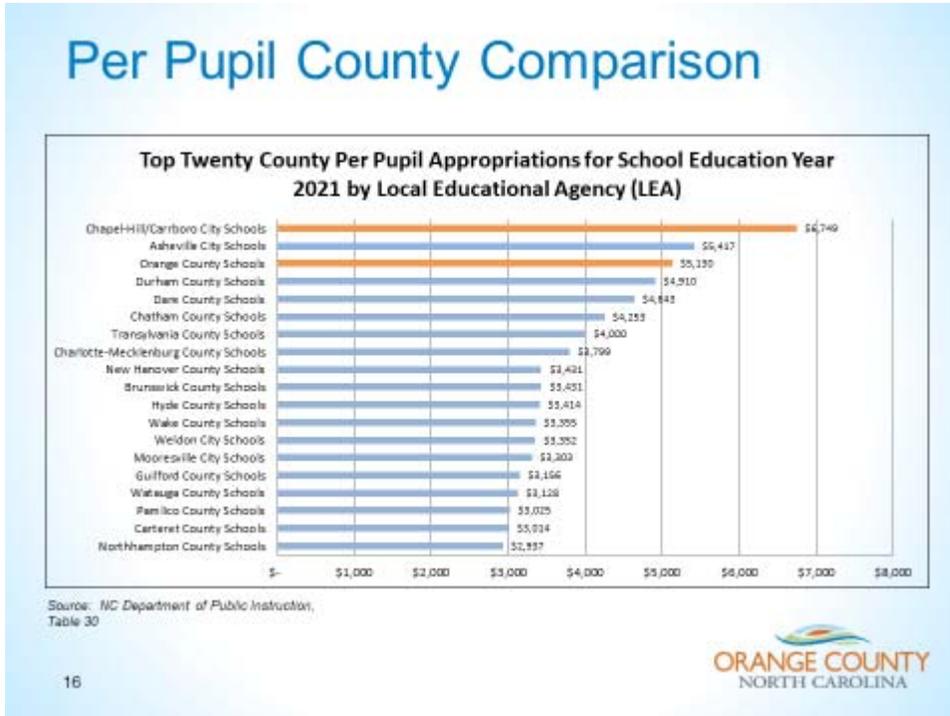
1 Slide #15



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Travis Myren said that the last time this changed was in 08-09.
Commissioner Bedford said that is when Northside Elementary was opened.

Slide #16



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1 Slide #17

Public Hearing Follow-Up

- School District Estimated Unassigned Fund Balance at FY2021-22 Year-End

	Fund Balance Policy <i>5.5% of Budgeted Expenditures</i>	FY2021-22 Year-End Estimate	Difference
Chapel Hill-Carrboro City Schools (pg. 145)	\$4.5 million	\$12.0 million	\$7.5 million
Orange County Schools (pg. 172)	\$2.2 million	\$2.3 million	\$100,000



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Slide #18

Recommended School Funding

- Discussion and Questions



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Commissioner Fowler asked about the 3% and 7% and if any capital projects would have an impact on those projections.

Travis Myren said not really.

1 Commissioner Hamilton asked about the Governor's proposed budget and the increase
2 for schools. She asked what it would do to the continuation budget and is there a way to get
3 those numbers.

4 Travis Myren said this is common that the state budget is approved after the county
5 budget is adopted. He said they oftentimes have to use fund balance to make up the difference
6 because you can't go back and change the tax rate.

7 Commissioner Hamilton asked if that impact could be given to the Board.

8 Chair Price said it is the Governor's proposed budget but that it will go through some
9 changes.

10 Commissioner Bedford said that staff, students, and everyone has been incredibly
11 flexible. She said she did not recognize a year ago that there would be a personnel crisis. She
12 said that it is eye opening to see how little people make. She said that the classified staff
13 studies are very important. She said that there are options depending on the amount that gets
14 budgeted. She said she likes seeing the continuation budget and the other increases. She said
15 it did not seem like they were in priority order, but she could see that personnel was important.
16 She said that she very much supports the manager's recommendation to increase tax, but she
17 recognizes that is a burden. She said that they could use \$4 million to try to make sure they can
18 sustain folks that need assistance. She said they will still be below the national average for pay
19 due to the general assembly. She said they are at a time where they need to increase the tax
20 rate in order to meet needs. She said she took a tour of the schools and she is glad there is a
21 capital work group. She said the \$3 million has been the same since 2005. She said that they
22 will need to take a look at what it takes to maintain day to day and what it will take to
23 deconstruct the schools. She said that focus on social and emotional growth and focusing on
24 staff is important. She said that she is glad to try to support but acknowledges that it may not be
25 enough to fund the whole request. She said that they need to be ready for future emergencies
26 to help. She said that Orange County Schools does not have a cushion end the fund balance.
27 She said that the teachers and families that came to talk at the public hearing seemed
28 demoralized. She said they seem that they feel that because they have to cover the other
29 classes and can't do the best they can do, being able to give them more money should help.
30 She said that she appreciates the focus on students. She said that Chapel Hill-Carrboro may
31 need to take a look at if they can do social and emotional learning with the balance of all of the
32 other needs. She said the manager is certainly looking for funds to give to the schools. She said
33 she has never liked the 48.1% but before becoming a Commissioner she did not understand the
34 depth of poverty in the county.

35 Chair Price said she has enjoyed the superintendents being very frank about needs. She
36 said she is very pleased that everyone is working together to educate children and she is
37 looking forward to getting beyond this period we are in. She said that trying to navigate beyond
38 COVID is the goal. She complimented the schools and their staff and said it is obvious how
39 caring everyone is. She said that centering equity must be done so that we can move forward
40 as one people. She wished those graduating well.

41 Dr. Nyah Hamlett thanked the Commissioners for time to share their needs and
42 champion their people. She said that most importantly, to center the work on the children. She
43 said that today was the first time that she and Dr. Felder had ever met in person. She said that
44 they are colleagues and partners.

45 Dr. Monique Felder echoed Dr. Hamlett's sentiments. She said that she really
46 appreciates the opportunity to share the needs of Orange County Schools. She said they are all
47 sitting there with a common focus on children. She said that is encouraging to know we are all
48 focused on the children.

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51 **3. Closed Session (added at the beginning of the meeting)**

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A motion was made by Commissioner Hamilton and seconded by Commissioner Bedford to enter into closed session pursuant to G.S. § 143-318.11(a)(3) "to consult with an attorney retained by the Board in order to preserve the attorney-client privilege between the attorney and the Board" and to approve closed session minutes.

VOTE: UNANIMOUS

RECONVENE INTO REGULAR SESSION

A motion was made by Commissioner Fowler and seconded by Commissioner Bedford to reconvene into regular session at 9:35 p.m.

VOTE: UNANIMOUS

Adjournment

A motion was made by Commissioner Fowler and seconded by Commissioner McKee to adjourn the meeting at 9:35 p.m.

VOTE: UNANIMOUS

Renee Price, Chair

Laura Jensen
Clerk to the Board

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

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Motor Vehicle Property Tax Releases/Refunds

DEPARTMENT: Tax Administration

ATTACHMENT(S):

Resolution
Releases/Refunds Data Spreadsheet
Reason for Adjustment Summary

INFORMATION CONTACT:

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

PURPOSE: To consider adoption of a resolution to release motor vehicle property tax values for three taxpayers with a total of three 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 \$734.33 to Orange County, the towns, and school and fire districts. Financial impact year to date for FY 2021-2022 is \$20,618.14.

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

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

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

- Accept the report reflecting the motor vehicle property tax releases/refunds requested in accordance with the NCGS; and
- Approve the attached release/refund resolution.

NORTH CAROLINA

RES-2022-035

ORANGE COUNTY

REFUND/RELEASE RESOLUTION (Approval)

Whereas, North Carolina General Statutes 105-381 and/or 330.2(b) allows for the refund and/or release of taxes when the Board of County Commissioners determines that a taxpayer applying for the release/refund has a valid defense to the tax imposed; and

Whereas, the properties listed in each of the attached “Request for Property Tax Refund/Release” has been taxed and the tax has not been collected: and

Whereas, as to each of the properties listed in the Request for Property Tax Refund/Release, the taxpayer has timely applied in writing for a refund or release of the tax imposed and has presented a valid defense to the tax imposed as indicated on the Request for Property Tax Refund/Release.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY THAT the recommended property tax refund(s) and release(s) are approved.

Upon motion duly made and seconded, the foregoing resolution was passed by the following votes:

Ayes: Commissioners _____

Noes: _____

I, Laura Jensen, Clerk to the Board of Commissioners for the County of Orange, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the Board of Commissioners for said County at a business meeting of said Board held on _____, said record having been made in the Minute Book of the minutes of said Board, and is a true copy of so much of said proceedings of said Board as relates in any way to the passage of the resolution described in said proceedings.

WITNESS my hand and the corporate seal of said County, this _____ day of _____, 2022.

Clerk to the Board of Commissioners

BOCC REPORT - REGISTERED MOTOR VEHICLES
June 21, 2022

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL EXPLANATION
Brown, Danny	66673269	2021	14,600	500	(128.83)	Antique plate (property classification)	
Lowe, William	60894198	2020	36,396	36,396	(300.06)	*Situs error (illegal tax)	
Steinour, Eric Andrew	66025780	2021	17,150	0	(305.44)	County changed to Chatham (illegal tax)	
					(734.33)		

Adjustment Descriptions

Clerical error G.S. 105-381(a)(1)(a): e.g. when there is an actual error in mathematical calculation.

Illegal tax G.S. 105-381(a)(1)(b): e.g. when the vehicle should have been billed in another county, an incorrect name was used, or an incorrect rate code was used.

Tax levied for an illegal purpose G.S. 105-381(a)(1)(c): e.g. charging a tax that was later deemed to be impermissible under State law.

Appraisal appeal G.S. 105-330.2(b): e.g. reduction in value due to excessive mileage or vehicle damage.

**Situs error: An incorrect rate code was used to calculate bill. Value remains constant but bill amount changes due to the change in specific tax rates applied to that physical location.*

Classification GS 105-330-9(b): e.g. Antique automobiles are designated a special class of property under the NC Constitution.

The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.

Approval of the release or refund of the principal tax amount also constitutes approval of the release or refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.

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

Titles and Brands: Section 1, Chapter 7
NCDMV Title Manual 14th Edition Revised January 2016

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

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

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

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

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

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

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

Antique Vehicle: A motor vehicle manufactured in 1980 and prior

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

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

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

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

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Property Tax Releases/Refunds

DEPARTMENT: Tax Administration

ATTACHMENT(S):

Resolution
Releases/Refunds Data Spreadsheet

INFORMATION CONTACT:

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

PURPOSE: To consider adoption of a resolution to release property tax values for one taxpayer with a total of one bill that will result in a reduction of revenue.

BACKGROUND: The Tax Administration Office has received one taxpayer request 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 \$197.97 to the County, municipalities, and special districts. The Tax Assessor recognized that refunds could impact the budget and accounted for these in the annual budget projections.

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve the attached resolution approving these property tax release/refund requests in accordance with North Carolina General Statute 105-381.

NORTH CAROLINA

RES-2022-036

ORANGE COUNTY

REFUND/RELEASE RESOLUTION (Approval)

Whereas, North Carolina General Statutes 105-381 and/or 330.2(b) allows for the refund and/or release of taxes when the Board of County Commissioners determines that a taxpayer applying for the release/refund has a valid defense to the tax imposed; and

Whereas, the properties listed in each of the attached “Request for Property Tax Refund/Release” has been taxed and the tax has not been collected: and

Whereas, as to each of the properties listed in the Request for Property Tax Refund/Release, the taxpayer has timely applied in writing for a refund or release of the tax imposed and has presented a valid defense to the tax imposed as indicated on the Request for Property Tax Refund/Release.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY THAT the recommended property tax refund(s) and release(s) are approved.

Upon motion duly made and seconded, the foregoing resolution was passed by the following votes:

Ayes: Commissioners _____

Noes: _____

I, Laura Jensen, Clerk to the Board of Commissioners for the County of Orange, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the Board of Commissioners for said County at a business meeting of said Board held on _____, said record having been made in the Minute Book of the minutes of said Board, and is a true copy of so much of said proceedings of said Board as relates in any way to the passage of the resolution described in said proceedings.

WITNESS my hand and the corporate seal of said County, this _____ day of _____, 2022.

Clerk to the Board of Commissioners

Clerical error G.S. 105-381(a)(1)(a)
 Illegal tax G.S. 105-381(a)(1)(b)
 Appraisal appeal G.S. 105-330.2(b)

BOCC REPORT - REAL/PERSONAL
June 21, 2022

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL INFORMATION
Desilva, Aravinda Manu	3190145	2020	21,030	0	(197.97)	Assessed in error (illegal tax)	Gap bill: vehicle registered in Durham County during the gap period.
				Total	(197.97)		
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 21, 2022

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

SUBJECT: Amendment to the Advisory Board Policy

DEPARTMENT: Clerk/County Attorney

ATTACHMENT(S):
Section III Recommended Changes

INFORMATION CONTACT:
Tara May, Deputy Clerk to the Board,
919-245-2125
John Roberts, County Attorney, 919-
245-2318

PURPOSE: To consider one substantive deletion from the Advisory Board Policy ("Policy").

BACKGROUND: The Board of Commissioners Advisory Board Policy was adopted February 21, 2012, and various portions of the Policy have been amended since that time. When the Policy was first discussed by the Board of Commissioners, multiple potentially disqualifying issues were raised. Among other things one such disqualifying issue was that potential appointees not owe any outstanding taxes to Orange County at the time of appointment. This issue was raised due to the Board's concern that appointees should be civically responsible and, at the time, this was discussed as being one possible indicator of an applicant's civic responsibility. The prohibition was subsequently adopted as part of the original Policy and has not been amended since adoption. The relevance of this requirement was recently raised and is presented to the Board for discussion and possible amendment.

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

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

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

RECOMMENDATION(S): The Manager recommends the Board amend the advisory board policy as shown on the attached document.

SECTION III: MEMBERSHIP**A. Authority**

1. North Carolina General Statute 153A-76 grants boards of county commissioners the authority to establish advisory boards and to appoint members to and remove members from those advisory boards. In acting on this authority the Orange County Board of Commissioners hereby establishes certain general conditions to which applicants and members of advisory boards should conform.
 - a. All members of standing, statutory boards must meet the qualifications for the specific statutory requirements for an appointed position.
 - b. All boards members must be eighteen (18) years of age or older unless applying for a youth-designated position.
 - c. All board members shall be residents of Orange County and shall maintain their domicile in Orange County unless they are under eighteen (18) years of age and applying for a youth-designated position. The Clerk shall confirm applicants are residents of Orange County and maintain their domicile in Orange County.
 - i. Domicile is defined as one's permanent established home as distinguished from one's temporary although actual place of residence.
 - d. All board members shall have good reputations for integrity and an interest in community service.
 - e. No nominee to a board shall be currently employed by Orange County government and serve on a board that directly affects their work.
 - f. No nominee may currently be a party to or be the actual legal representative in litigation against Orange County. The Clerk shall confirm nominees are not involved in such litigation.
 - g. Each nominee must be prepared and committed to participate in advisory board work in a manner that enhances relationships between the county and the community.
 - ~~h. Advisory board members shall owe no outstanding taxes at the time of appointment.~~
 - i-h. All board members are representatives of the Orange County Board of Commissioners and shall conduct themselves, both in their official actions and personal actions so as to be above reproach in their conduct and shall not bring disrepute to either the County or the Commissioners.
 - j-i. The Orange County Board of Commissioners may waive any of the conditions within this section, with the exception of statutorily imposed conditions.

ORD-2022-020

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Fiscal Year 2021-22 Budget Amendment #13

DEPARTMENT: Finance and Administrative Services

ATTACHMENT(S):

Attachment 1. Year-to-Date Budget
Summary

Attachment 2: Eno Fire District Fund
Balance Request

INFORMATION CONTACT:

Rebecca Crawford, (919) 245-2152
Gary Donaldson, (919) 245-2453

PURPOSE: To approve a budget amendment for Fiscal Year 2021-22.

BACKGROUND:

Sheriff's Office

1. North Carolina Sheriffs' Association Grant – After the County's FY 2021-22 Budget was approved, the Sheriff's Office received official notification that the North Carolina Sheriffs' Association (NSCA) approved an Internet Crimes Against Children (ICAC) Grant for the purchase of equipment and funds for training of investigators. The NCSA awarded the Orange County Sheriff's Office grant funding in the amount of \$75,000. This amendment appropriates these funds in the Multi-Year Grant Fund, outside of the General Fund.

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.
2. 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 \$130,324 received by the Sheriff's Office during FY 2021-22 into 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 2022-23. This budget amendment provides for the transfer of funds totaling \$215, and any residual balances, from the Jail Inmate Fund to the General Fund.

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

3. As in prior years, this year-end amendment transfers approved amounts from the salary and benefits reserve line items (such as for attrition (\$3,000,000), wage increase (\$1,883,775), and 401k funding (\$650,000) in the Non-Departmental budget to individual departmental appropriations in order to properly fund salary and benefit amounts within departments.

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

Department on Aging

4. The Department on Aging received an additional allocation from the Home and Community Care Block Grant (HCCBG) of \$82,674 through Triangle J Council of Governments. \$43,674 is for use in the Senior Lunch Program to meet additional needs for food and supplies. The remaining \$39,000 will be used to update the Seymour Center theatre to support virtual programming for senior center activities. The department anticipates fully expending these funds by the expiration date of June 30, 2022.
5. The Department on Aging has received additional revenue for the Operation Fan Heat Relief Program from Dominion Resources, Duke Energy Carolinas, and Duke Energy Progress through the Area Agencies on Aging (AAA), totaling \$2,150, to purchase fans for Orange County adults 60 years old and over. This budget amendment provides for the receipt of these donated funds in the following Department on Aging Grant Project Ordinance, outside of the General Fund:

Operation Fan Grant (\$2,150) - Project # 71154

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021- 22 Revised
Operation Fan Grant	\$622	\$2,150	\$2,772
Total Project Funding	\$622	\$2,150	\$2,772

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021- 22 Revised
Operation Fan Expenditures	\$622	\$2,150	\$2,772
Total Costs	\$622	\$2,150	\$2,772

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 Department

6. The Orange County Health Department has received \$215,667 in federal pass through grant funding to support the COVID-19 pandemic recovery. Funding will be used to create two time-limited Public Health Nurse II positions, with expiration dates of May 31, 2023. These positions will be full time employees trained in all communicable disease areas. One will focus on COVID-19, pandemic preparedness, and assist with integration of COVID-19 vaccination into the medical clinic. The second position will focus on immunization and the Vaccines for Children (VFC) program. Funds will be used for salary, benefits, training, cell phones and laptops for the two time-limited staff. This amendment appropriates these funds and provides for the creation of these two time-limited positions.

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

7. The Emergency Services Department has received a sub award from the National Institutes of Health National Heart, Lung, and Blood Institute, through Duke University, for cardiovascular diseases research. The study, entitled Randomized Cluster Evaluation of Cardiac Arrest Systems (RACE-CARS) Trial, has a performance period ending April 30, 2027. Emergency Services will receive reimbursement up to \$41,000 to test interventions for cardiac arrest survivability. Funds will be used to support the Cardiac Arrest Survivors

Reunion as well as study related equipment, supplies and training for the Emergency Medical Services Division. This amendment appropriates these funds in the Multi-Year Grant Fund, outside of the General Fund.

RACECARS (\$41,000) - Project # 71050

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021- 22 Revised
RACECARS Grant	\$0	\$41,000	\$41,000
Total Project Funding	\$0	\$41,000	\$41,000

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021- 22 Revised
RACECARS Expenditures	\$0	\$41,000	\$41,000
Total Costs	\$0	\$41,000	\$41,000

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.

County Manager's Office

8. The Arts Commission has received an American Rescue Plan Act (ARPA) grant through the State's Grassroots Arts program. The division will allocate \$35,655 of that grant, as well a donation of \$24,206 from the Orange County Arts Alliance, to support the creation of one time-limited full time equivalent position. This position will provide administrative and operations support to the Arts Commission. These funds will be authorized in the Multi-year Grant Fund outside of the General Fund, and create the following grant ordinance:

Grassroots Arts ARPA Grant (\$59,861) - Project # 96060

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021- 22 Revised
Grant Revenue	\$0	\$35,655	\$35,655
Donations	\$0	\$24,206	\$24,206
Total Project Funding	\$0	\$59,861	\$59,861

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021- 22 Revised
Arts Grant Expenditures	\$0	\$59,861	\$59,861
Total Costs	\$0	\$59,861	\$59,861

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.

9. At the recommendation of the Chair of the Orange County Board of County Commissioners, the Food Council and Cooperative Extension have been exploring options for a pilot program to expand markets for Orange County growers and increase access to local foods for regional buyers. The Orange County Food Council in partnership with Cooperative Extension recommends an 18-month pilot program with Freshspire, a technology company based in Raleigh with a record of supporting connections between local growers and buyers. The program funding will subsidize 6-8 Orange County growers and 1-3 regional buyers participation on the Freshspire online wholesale marketplace and provide frequent and customizable data reports. Funding of \$25,000 for this program will utilize reserves within the county portion of the Article 46 Fund.

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.

Housing Department

10. At the June 15, 2021 Business meeting, the Board authorized an initial ARPA allocation of \$325,000 to fund the Emergency Housing Assistance (EHA) program. These funds were authorized in the Community Development Fund. Subsequently, the County received guidance that all ARPA funds must be separated to a separate fund, which the Board authorized at the December 15, 2021 Business meeting. This amendment removes the budget authority in the Community Development Fund of \$325,000 to comply with that guidance.
11. The Orange County Partnership to End Homelessness has received notification from the North Carolina Department of Health and Human Services of an award from the Emergency Solutions Grant – Covid Round 2 program. The Partnership will receive \$104,878 to be spent through September 30, 2022. These funds will be used to support rapid rehousing initiatives. These funds will be appropriated in the Community Development Fund, outside of the General Fund.
12. Due to the department providing additional Housing Choice Vouchers, the Housing Choice Voucher Fund is expected to significantly exceed budget. Funding for vouchers is provided as pass-through funding by the Department of Housing and Urban Development (HUD). This amendment authorizes \$1,000,000 in additional voucher funding offset by anticipated HUD revenue.
13. In July 2021, the County sold \$2,500,000 in General Obligation Bonds (GO Bonds) for approved affordable housing projects from the 2016 referendum. In the sale, the County received \$202,579 in additional GO Bond premiums. These premiums are restricted to

fund additional affordable housing projects. This amendment authorizes \$202,579 to be contributed towards the Affordable Housing Bond project in the County Capital Fund, amending the capital project ordinance.

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

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

Capital Projects

14. This amendment provides for the reconciliation of multiple completed projects in the County Capital Fund. Unused revenue and expense appropriation from these projects are applied to cover funding shortages in other incomplete capital projects detailed below.

County Capital Fund (\$0) - Fund 61

Revenues for these projects:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Alternative Financing	\$10,572,387.00	0.00	\$10,572,387.00
From General Fund	\$2,565,027.00	0.00	\$2,565,027.00
Grant Funding	\$811,528.00	0.00	\$811,528.00
From Other Funds	\$716,504.00	0.00	\$716,504.00
Contribution from Capital Partners	\$102,600.00	0.00	\$102,600.00
Total Project Funding	\$14,768,046.00	0.00	\$14,768,046.00

Appropriation for these projects:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
30035 - UPFIT OF COUNTY SPACE - LINK CENTER	\$1,977,662.00	(528,024.00)	\$1,449,638.00
10054 - HISTORIC ROGERS ROAD	\$7,427,000.00	25,200.00	\$7,452,200.00
30061 - COMMUNICATION SYSTEMS	\$4,764,957.00	71,824.00	\$4,836,781.00
10078 - FACILITY MASTER PLAN	\$598,427.00	431,000.00	\$1,029,427.00
Total Costs	\$14,768,046.00	0.00	\$14,768,046.00

15. This amendment provides additional appropriation for two projects in the Long Range School Capital Fund. Chapel Hill Carrboro City Schools (CHCCS) requests new appropriation for sales tax reimbursement already received for Chapel Hill High and Northside Elementary totaling \$603,134.

Long Range Capital Fund (\$603,134) - Fund 64

Revenues for these projects:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Alternative Financing	\$23,224,900.00		\$23,224,900.00
From General Fund	\$643,754.00		\$643,754.00
2016 Bonds	\$71,285,332.00		\$71,285,332.00
Lottery Proceeds	\$974,000.00		\$974,000.00
Sales Tax Reimbursement	\$0.00	603,134.00	\$603,134.00
Total Project Funding	\$96,127,986.00	\$603,134.00	\$96,731,120.00
Appropriation for these projects:			
	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
53001 - CHAPEL HILL HIGH	\$73,019,224.00	\$592,333.00	\$73,611,557.00
53051 - NORTHSIDE ELEMENTARY	\$23,108,762.00	\$10,801.00	\$23,119,563.00
Total Costs	\$96,127,986.00	\$603,134.00	\$96,731,120.00

Fire Districts

16. The Eno Fire Department has requested a portion (\$363,182) of the district's available, unassigned fund balance to pay off the loan on Station #2 for a \$65,000 cost savings in interest and also pay off the balance of a loan on a fire engine. With this appropriation, approximately \$20,000 remains in the district's unassigned fund balance or 2% of budgeted expenditures. This budget amendment provides for the appropriation of \$363,182 from the district's fund balance for the above stated purpose. (See Attachment 2.)

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.

Emergency Telephone System Fund

17. A budget adjustment is needed to the Emergency Telephone System Fund in FY 2021-22, due to a correction made by the NC 911 Board on the FY2021 Expenditure Report submitted by Emergency Services, after the County's Audit had been completed. The NC 911 Board determined that \$1,656 in charges were not permissible within the Emergency Telephone System Fund. This budget amendment provides for a fund balance appropriation of \$1,656 from the General Fund to the Emergency Telephone System Fund, to correct this adjustment, so the Fund's reserves will agree with the NC 911 Board.

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.

FINANCIAL IMPACT: Financial impacts are included in the background information above. The General Fund will increase by \$299,782, the Grants Funds will increase by \$178,011, the Emergency Telephone Fund will increase by \$1,656, the Fire Districts Fund will increase by \$363,182, the Housing Voucher Fund will increase by \$1,000,000, the County Capital Fund will increase by \$202,579, the School Capital Fund will increase by \$603,134, and the Drug Forfeiture Fund will increase by \$130,324. The Jail Inmate Trust Fund will decrease by \$215 and the Community Development Fund will decrease by \$220,122.

To the extent the FY 2021-22 Financial Close and Audit process determines necessary adjusting transfers and entries to close the fiscal year, then the Finance Department will have the leeway consistent with Generally Accepted Accounting Principles (GAAP).

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

RECOMMENDATION(S): The Manager recommends the Board approve the budget amendment for Fiscal Year 2021-22.

Year-To-Date Budget Summary

Fiscal Year 2021-22

Fund Budget Summary	General Fund	Grants Fund	Emergency Telephone Fund	Fire Districts Fund	Section 8 (Housing Fund)	Community Development Fund	County Capital	Long Range School Capital Fund	Jail Inmate Trust Fund	Drug Forfeiture Fund
Original Budget* (excluding fund balance appropriation)	\$238,794,177	\$552,076	\$759,757	\$7,242,735	\$4,501,584	\$948,056	\$0	\$0	\$315,000	
Additional Revenue Received Through Budget Amendment #13 (June 21, 2022)										
Grant Funds	\$3,848,097	\$602,883		\$25,000	\$1,126,493	\$1,745,367	\$1,072,716			
Non Grant Funds	\$1,424,034	\$12,767	\$1,656				\$6,043,835	\$835,134	(\$215)	130,324
Fund Balance for Anticipated Appropriations (i.e. Encumbrances)										
Fund Balance Appropriated to Cover Anticipated and Unanticipated Expenditures*	\$14,412,530			\$414,932			\$4,454,000			
Total Amended Budget	\$258,478,838	\$1,167,726	\$761,413	\$7,682,667	\$5,628,077	\$2,693,423	\$11,570,551	\$835,134	\$314,785	\$130,324
Dollar Change in 2021-22 Approved Budget	\$19,684,661	\$615,650	\$1,656	\$439,932	\$1,126,493	\$1,745,367	\$11,570,551	\$835,134	(\$215)	\$130,324
% Change in 2021-22 Approved Budget	8.24%	111.52%	0.22%	6.07%	25.02%	184.10%	100.00%	100.00%	0%	0%

Authorized Full Time Equivalent Positions

Original Approved Full Time Equivalent Positions (includes Permanent and Time Limited)	947.980	5.000	0.000	0.000	5.950	11.500	0.000	0.000		0
Changes to Full Time Equivalent Positions	8.625	1.000				2.000				0
Amended Approved General Fund Full Time Equivalent Positions	947.980									
Total Approved Full-Time-Equivalent Positions for Fiscal Year 2021-22	956.605	6.000	0.000	0.000	5.950	13.500	0.000	0.000	0.000	0.000

* Original fund balance appropriation moved from Original Budget to Fund Balance Appropriated



ENO FIRE & EMERGENCY SERVICES INC.
5019 U.S. HIGHWAY 70 W
DURHAM, NC 27705-9029
(919)383-5967

Keith Hayes - Fire Chief Daylon Hayes - Deputy Chief Ralph MacDonnell - Asst Chief

To: Rebecca Crawford (Deputy Financial Services Director)
Orange County BOCC's

Ref: Eno FD Fund Balance

Date: June 12, 2022

Mrs. Crawford, Eno Fire Department is requesting \$343,182 of our available, unassigned fund balance (\$363,182), leaving a balance of \$20,000 in our fund balance. This money will be used to pay off the loan on Station #2 (5501 St. Mary's Rd) for an approximately \$65,000 coast saving in interest; along with remainder being used toward the loan our Squad Truck (rescue engine). Thank you in advance and please feel free to call me if you have any questions.

Thank You,

David O'Dell
President
Eno Fire & Emergency Services
5019 US 70-W
Durham, NC 27705
(Sta)919-383-5967

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Capacity Building Competitive Grant Award Acceptance

DEPARTMENT: Emergency Services

ATTACHMENT(S):

CBCG Award Memo

INFORMATION CONTACT:

Kirby Saunders, Emergency Services
Director, (919) 245-6100
Sarah Pickhardt, Division Chief of
Emergency Management, (919) 245-
6100

PURPOSE: To accept a Capacity Building Competitive Grant award and authorize the County Manager to sign all grant documents with the North Carolina Emergency Management Division.

BACKGROUND: Following the COVID-19 pandemic, the North Carolina General Assembly authorized the NC Appropriations Act of 2021. This Act included funding opportunities to improve local emergency preparedness capabilities. North Carolina Emergency Management used these funds to establish the Capacity Building Competitive Grant (CBCG) for county emergency management agencies.

The Emergency Management Division of Orange County Emergency Services submitted a grant application for \$335,000 to purchase and fully equip a mobile command trailer. A mobile command trailer is a portable trailer with built-in workspaces, radios, and equipment for incident command staff and first responders to manage long duration emergencies in harsh or austere outdoor conditions. The grant application was approved in full. No local match of funds or cost share is required.

FINANCIAL IMPACT: The total amount of grant funding awarded to Orange County is \$335,000. There is no local match of funds or cost share required for this grant. Orange County would be responsible for all future maintenance and servicing of both the trailer itself and any associated mobile command trailer equipment. The Emergency Management Division will request a slight increase (\$1,000) to future operational budgets to cover these costs.

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.

The acceptance of this grant award will enable the Emergency Management Division of Orange County Emergency Services to acquire, up fit, and equip a mobile command trailer using grant funding. This mobile command trailer will provide local first responders and public safety personnel a safe and secure workspace to manage long duration emergencies effectively while in harsh or austere outdoor conditions.

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

RECOMMENDATION(S): The Manager recommends that the Board accept this grant and authorize the Manager to sign all grant documents necessary to execute the award between the County and the North Carolina Emergency Management Division.



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe, Jr., Secretary

William C. Ray, Director

May 31, 2022

Emergency Management Capacity Building Competitive Grant (CBCG) Fiscal Year 2022 NC Appropriations Act of 2021, [Senate Bill 105](#), Section 19E.5.(a)

Recipient: Sarah Pickhardt Orange County PO Box 8181 Hillsborough, NC 27278-	Project(s): 2294011 Mobile Incident Command	\$335,000.00
Period of performance: July 1, 2022 to June 30, 2023	Total amount of awards:	\$335,000.00

The North Carolina Department of Public Safety (NCDPS) / NC Emergency Management (NCEM) is pleased to inform you that a project(s) submitted by your organization for the Fiscal Year 2022 Emergency Management Capacity Building Competitive Grant (CBCG) has been approved for funding. In accordance with the provisions of the FY 2022 CBCG Notice of Funding Opportunity, NCEM hereby awards your organization a grant in the amount shown above to complete the approved project(s) during the designated period of performance. Indirect costs are not authorized under this award.

Payment of funds: The grant shall be effective upon final approval and execution of the corresponding Memorandum of Agreement (MOA) by Recipient and NCDPS/NCEM. Grant funds will be disbursed upon receipt of acceptable documentation submitted by Recipient that funds have been invoiced, products or services received, and proof of payment is provided. Reimbursements will be made in conjunction with the timely submission of required reports by Recipient as specified in the MOA.

Conditions: Recipient agrees that funds will only be expended to complete the approved project(s) not to exceed the funding amount for the project(s) during the designated period of performance. Recipient also agrees to comply with all terms, conditions and responsibilities specified in the MOA, and to comply with all applicable federal, state and local laws, rules and regulations in the performance of this grant.

Supplanting: Recipient confirms that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for emergency management capacity building activities.

In the box below, list the names and emails authorized as Recipient signatories for the above-referenced MOA in the preferred order of signature and receipt. Append "cc" to designate copy-only.

Example: *John Smith* (john.smith@yahoo.com)
Mary Jones (mary.jones@hotmail.com) cc
Sam Brown (s.brown@gmail.com)

Bonnie Hammersley (bhammersley@orangecountync.gov)
CC - Kirby Saunders (k Saunders@orangecountync.gov)
CC - Sarah Pickhardt (spickhardt@orangecountync.gov)

Mailing Address:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov
www.ReadyNC.gov



Office Location:
1636 Gold Star Drive
Raleigh, NC 27607
Phone: 919-825-2500
Fax: 919-825-2685

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Excellence, Inc. Ambulance Purchase Service Agreement

DEPARTMENT: Emergency Services

ATTACHMENT(S):

Excellance, Inc. Service Agreement

INFORMATION CONTACT:

Kirby Saunders, Emergency Services
Director, (919) 245-6100
Sarah Pickhardt, Division Chief of
Emergency Management, (919) 245-
6100

PURPOSE: To authorize the Manager to sign all documents necessary for the procurement of three (3) ambulances.

BACKGROUND: Due to ongoing supply chain impacts from the COVID-19 pandemic, ambulance manufacturers are projecting at least a 24 month production/delivery timeframe from the date of order. Manufacturers have recommended emergency medical services agencies consider advance purchasing replacement units for this period of time to ensure delivery.

At the May 24, 2022 Business meeting, the Board of County Commissioners approved the budget amendment for funding the purchase of three (3) ambulances as well as required equipment which are due to be replaced in the upcoming years. The delivery of these ambulances is expected in FY2023-24.

FINANCIAL IMPACT: Excellence, Inc. has provided a price quote for \$287,320.23 for each ambulance cab mounted on a 4X4 Ford Chassis, for a total cost of \$861,960.69. Additional costs have been allocated in the approved budget amendment for the equipment necessary to supply the ambulances.

A staff amendment to the Manager's Recommended Capital Investment Plan would reduce Emergency Services Vehicles Replacements in years 1-3 to offset this advanced purchase.

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 authorize the Manager to sign all documents necessary to execute the purchase of three (3) ambulances from Excellence, Inc.

[Departmental Use Only]
 TITLE Excellence, Inc.
 FY 2021-2022

NORTH CAROLINA

SERVICES AGREEMENT NO RFP/RFQ

ORANGE COUNTY

This Services Agreement (hereinafter "Agreement"), made and entered into this _____ day of _____, 20____, ("Effective Date") by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and Excellence, 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 Agreement is for services to be rendered by Provider to County with respect to (*insert type of project*): the purchase of three (3) ambulances cab mounted on a Ford-550 4X4 chassis, model year 2023 or newer supplied by Provider as outlined in Attachment "A", "Excellance Price Quote Order Form and Work Order," AQ Version 19.3, dated 4/14/2022.
- ii) By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.
- iii) Time is of the essence with respect to this Agreement.
- iv) The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. Compensation to the Provider for Basic Services under this Agreement shall be as set forth herein.

2. Responsibilities of the Provider

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

with applicable federal, state and local laws and regulations applicable to the performance of these services. Provider is solely responsible for the professional quality, accuracy and timely completion and submission of all work related to the Basic Services.

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

with the contractor the cost is not reduced to an amount within the total project cost, the Provider is not obligated to engage in further redesign.

3. Basic Services

- a. Basic Services. The Services to be rendered pursuant to this Agreement are as follows (fully describe services to be provided): (3) ambulances as provided in Attachment A, which is hereby incorporated into this Agreement as if set forth herein. The Provider will provide the chassis for this project. The Provider is responsible for ensuring the chassis specifications and condition.
- b. Warranty. In addition, the Provider warrants the following: See Attachment B, Ten-year (100,000 Mile) Electrical Warranty; Attachment C, Seven-Year (Unlimited Mileage) Paint Performance Warranty; Attachment D, Thirty-Six Month (36,000 Mile) Conversion Warranty; Attachment E, Twenty-Five-Year (Unlimited Mileage) Structural Warranty; and Attachment F, Warranty Quick Facts. All Warranties are attached and hereby incorporated herein.

4. Duration of Services

- a. Term. The term of this Agreement shall be from the latter date of (A) A RECEIPT OF THE CHASSIS, OR (B) RECEIPT OF WRITTEN PURCHASE ORDER WITH A COMPLETE COPY OF ATTACHMENT "A" AND THE SIGNED AND APPROVED AUTOQUOTE VERSION 19.1 OR (C) RECEIPT OF ALL PARTS SUPPLIED BY THE PROVIDER. Once Provider receives all documents and equipment, there will be a maximum of 120-Days for completion of the ambulance by Provider.
- b. Scheduling of Services.
 - i) The Provider shall schedule and perform its activities in a timely manner.
 - 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 determined by the latest date of the events occurring as outlined under "Duration of Services, Subsection A."

5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services satisfactorily (as determined by the County) performed pursuant to this Agreement. The maximum amount payable for Basic Services shall not exceed Eight Hundred Sixty One Thousand Nine Hundred Sixty and 69/100 Dollars (\$861,960.69), the cost of each ambulance shall be Two Hundred Eighty Seven Thousand Three Hundred Twenty and 23/100 dollars (\$287,320.23). Payment for satisfactorily performed Basic Services shall

become due and payable within thirty (30) days of Provider properly invoicing County. Payment shall be subject to provisions of Section 5(b).

- b. Disputes. 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. 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.
- c. 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 (Emergency Services Director) to act as the County's representative with respect to the Project who shall have the authority to render decisions within guidelines established by the County Manager or the County Board of Commissioners and who shall be available during working hours as often as may be reasonably required to render decisions and furnish information.
- b. Delivery. (1) The delivery of the chassis ordered by the County is the responsibility of the Provider; (2) Travel and expenses related to travel of the County's personnel to perform an on-site inspection of the completed project will be the responsibility of the County; (3) The County shall take delivery of the ambulance at 452 Lanier Road, Madison, Alabama 35758.)

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

8. Indemnity

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

intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

9. Amendments to the Agreement

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

10. Termination

- a. Termination for Convenience of the County. This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days' prior written notice to the Provider.
- b. Other Termination. The Provider may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Provider shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause. Either party may terminate this Agreement upon notice to the other party that obligations pursuant to this Agreement are made impractical due to declarations of emergency by Orange County or by North Carolina due to events directly impacting Orange County. Both parties shall remain responsible for all payment and performance due up to the receipt of such notice, but shall have no further obligation or responsibility beyond that date provided the terminating party has taken all reasonable steps to complete the performance of its obligations.
- c. Compensation After Termination.
 - i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Provider. Upon request of the County, the Provider shall submit to County all relevant documentation, including but not limited to, job cost records, to support its claims for final compensation.
 - ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.
- d. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

- e. Suspension. County may suspend the Basic Services and this Agreement at any time for County's convenience and without penalty to County upon three (3) days' notice to Provider. Upon any suspension by County, Provider shall discontinue work on 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. 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.
- c. Non-Discrimination. 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 non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and 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.
- 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 such suit or action.
- e. Entire Agreement. This Agreement 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 or not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability or non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement.

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

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

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

Provider's Name
 Excellence, Inc.
 453 Lanier Road
 Madison, Alabama 35758

[SIGNATURE PAGE TO FOLLOW]

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: _____
Bonnie Hammersley, County Manager

By: _____

Printed Name and Title

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Updates to the Assistance Policy for the 2020 North Carolina Housing Finance Agency (NCHFA) Essential Single Family Rehabilitation Loan Pool (ESFR20)

DEPARTMENT: Department of Housing and
Community Development

ATTACHMENT(S):

Attachment 1: ESFR20 & Local Single-Family
Rehabilitation Assistance Policy

INFORMATION CONTACT:

Corey Root, Director, Housing and Community
Development, (919) 245-2492

PURPOSE: To authorize the County Manager to adopt the ESFR20 & Local Single-Family Rehabilitation Assistance Policy.

BACKGROUND: The North Carolina Housing Finance Agency (NCHFA) requires recipients of Essential Single-Family Rehabilitation Loan Pool funding (ESFR) to adopt an Assistance Policy that describes how eligible applicants are selected for the program. Staff have updated this policy to (1) clarify that this ESFR Assistance Policy also applies for Local Single-Family Rehabilitation projects, funded by local dollars and other non-NCHFA sources; and (2) remove “single parent with a dependent living at home” as a special need group, as this group is not eligible to be included per ESFR regulations. A copy of the revised Orange County Assistance Policy for Essential Single-Family Rehabilitation Loan Pool 2020 & Local Single-Family Rehabilitation Loans attached.

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.

The creation and preservation of affordable housing options helps to meet a basic need and advances economic self-sufficiency.

- **GOAL: CREATE A SAFE COMMUNITY**

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

Affordable housing options allow individuals to reduce risks associated with being un-housed.

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

RECOMMENDATION(S): The Manager recommends that the Board authorize the Manager to sign the Orange County Assistance Policy for Essential Single-Family Rehabilitation Loan Pool 2020 & Local Single-Family Rehabilitation Loans, thereby adopting the policy.



Orange County Assistance Policy Essential Single-Family Rehabilitation Loan Pool 2020 & Local Single-Family Rehabilitation Loans

What is the Essential Single-Family Rehabilitation Loan Pool?

Orange County has been awarded Membership by the North Carolina Housing Finance Agency (“NCHFA”) under the 2020 cycle of the Essential Single-Family Rehabilitation Loan Pool (“ESFRLP20”). This program provides Members with funds via a “loan pool” to assist with the rehabilitation of moderately deteriorated homes that are owned and occupied by lower-income, special need households. ESFRLP20 assists eligible households by facilitating aging in place, meeting minimum housing code requirements, promoting long-term affordability, lowering operating costs, and stabilizing pre-1978 homes that include children aged six or under whose health is threatened by the presence of lead hazards.

Orange County has been allocated an initial set-aside of \$190,000 to be used for rehabilitation of five (5) homes in Orange County. After demonstrating successful use of this allocation, the County may access additional funds, when available, on a unit-by-unit basis from the ESFRLP loan pool to assist additional homes.

This Assistance Policy describes who is eligible for assistance under ESFRLP20, how applications for assistance will be ranked, what the terms of assistance are, and how the rehabilitation process will be managed. Orange County has designed the ESFRLP20 project to be fair, open and consistent with its approved application for funding and with ESFRLP20 Program Guidelines. The provisions of this Assistance Policy shall apply to single-family rehabilitation projects funded entirely with local funds, in addition to those funded under ESFRLP20.

The funds provided by NCHFA come from the U.S. Department of Housing and Urban Development (“HUD”) HOME Investment Partnerships Program (“HOME”) for construction-related costs (hard costs) and will be provided as no interest, no payment loans, forgiven at the rate of \$5,000 per year. Non-construction-related costs (soft costs including lead/asbestos inspections/clearances, radon testing and environmental reviews) will be provided in the form of a grant.

EMERGENCY and HEALTH Notifications: Due to the current COVID-19 pandemic, increased awareness of the need to protect Orange County representatives and the homeowners they serve from various health related exposures has become more apparent than ever. Homeowners participating in the ESFRLP program must agree to follow all local, state and federal guidelines for emergency preparedness surrounding the COVID-19 pandemic and any other emergency declared that includes their property address for the duration of construction on the property.

Who is eligible to apply?

To be eligible for ESFRLP20 assistance, applicants must:



- Reside within the county limits of Orange County and own and occupy the home in need of rehabilitation
- Have a household income which does not exceed 80% of the County median income for the household size (see income limits below)
- Have a special need (i.e., be > 62 years old, handicapped or disabled, , a Veteran, a large family with >5 household members or a household with a child below the age of six with lead hazards in the home)
- Have home rehabilitation needs do not exceed the ESFRLP Program limit of \$30,000 and must include all Essential Rehabilitation Criteria as described in the ESFRLP20 Administrator's Manual (available online at www.nchfa.com).

Unfortunately, not all homes can be rehabilitated to meet the Essential Rehabilitation Criteria with the limited funding available. Some otherwise-eligible households may be deemed ineligible for assistance because their homes fail this test.

ESFRLP20 Income Limits* for Orange County

Number in Household	80% of Median
1	\$50,900
2	\$58,200
3	\$65,450
4	\$72,700
5	\$78,550
6	\$84,350
7	\$90,150
8	\$96,000

**Income limits are subject to change based on annually published HUD HOME Limits and will be updated each year. This update will not require a re-approval of the governing authority.*

What Types Of Houses Are Eligible?

Properties are eligible only if they meet all of the following requirements:

- The property must require at least \$5,000 of improvements to meet ESFRLP Property Standards or the local minimum housing code.
- Site-built and off frame modular units are eligible for assistance. Manufactured housing is eligible for assistance if the foundation and utility hookups are permanently affixed including removal of all transporting equipment (e.g., wheels, axles, tongue) and installation of a full masonry foundation and tie-downs.
- No more than fifty percent (50%) of the total area of the unit may be used for an office or business (e.g., day care, hair salon, room rental, etc.). Program funds may only be used to improve the residential exterior, interior, and systems portion of mixed-use buildings.
- The property must be free of environmental hazards and other nuisances as defined by all



applicable codes or regulations, or any such hazards or nuisances must be corrected as part of the rehabilitation of the home. Orange County's Rehabilitation Specialist will determine the presence of any known environmental hazards/nuisances on the site and if they can be removed through rehabilitation.

- Properties cannot be located in the right-of-way of any impending or planned public improvements. Orange County staff will assist in making this determination.
- The property cannot be located on a site that is endangered by mudslides, landslides or other natural or environmental hazards. If needed, the Rehabilitation Specialist will work with the homeowner to make this determination.
- The property may be located in the 100-year flood plain if the lowest finished floor level (verified by an elevation certificate provided by the homeowner) is above the base flood elevation and the property will be covered by flood insurance. The property must be in compliance with Orange County's flood plain ordinance. All things considered equal, properties located outside the 100-year flood plain will be given priority over properties located in the 100-year flood plain. Orange County will verify whether the home is in the flood plain.
- The property cannot have been repaired or rehabilitated with public funding of \$30,000 or more within the past ten (10) years without NCHFA approval.

How are applications ranked?

There are many more ESFRLP-eligible households (with eligible houses) than can be assisted with the available funds. Therefore, Orange County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system, applicants will receive points for falling into certain categories. Applications will be ranked according to which receive the most points. If there are more eligible applicants with eligible houses than can be treated with existing funding, Orange County may be able to treat additional houses with unrestricted pool funds. Pool applicants will come from the original applicant list and be considered according to which received the most points. If alternate pool applicants are not identified on the original applicant list and must be solicited, the solicited, eligible, pool applicants will be selected on a first come, first to qualify basis.



Priority Ranking System for ESFRLP20

Emergency Need	Points
Threat of imminent eviction/removal; must meet Special Need(s) and income requirements; applications received at any time	8
Special needs (for definitions, see below)	Points
Household with a child under age 6 with lead hazards in the home	4
Household member who is elderly (62 or older)	4
Household member with a disability	4
Household member who is a Veteran	4
Multiple household members who are elderly, Veterans, or have a disability	4
Income (see income table above)	Points
Less than 30% of County Median Income	4
30% to 50% of County Median Income	4
50% to 80% of County Median Income	4

Definitions under ESFRLP are:

- *Elderly*: An individual aged 62 or older.
- *Person with a disability*: A person who has a physical, mental, or developmental disability that greatly limits one or more major life activities, has a document of such impairment, or is regarded as having such impairment.
- *Head of household*: The person or persons who own(s) the house.
- *Household member*. Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant*: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of household) who has resided in the dwelling unit for at least three (3) months prior to the submission of the family's application.
- *Veteran*: A person who is a military veteran, is defined as one who served in the active military, naval, or air service (i.e., Army, Navy, Air Force, Marine Corps, and Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National



- Oceanic and Atmospheric Administration or its predecessors), and who was discharged or released there from under conditions other than dishonorable. Provide DD-214 form to demonstrate.
- *Emergency:* A situation in which a household member has an immediate threat of being evicted or removed from a home due to health or safety issues within a timeframe that the program can complete a repair to stop eviction or removal. These applications will be received at any time during the funding cycle and elevated based on the ability of the program to complete the work in a timely manner that meets the goal of assisting homeowners to remain in their home. This may be documented with a doctor's letter or eviction notice.

Recipients of assistance under ESFRLP will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status, and disability.

What are the terms of assistance under ESFRLP?

The form of ESFRLP assistance is a 0% interest, forgivable loan covering the hard costs associated with the rehabilitation of the home and a grant for the soft costs. These will be two separate documents or sets of documents.

The loan: NCHFA will create loan documents for the homeowner(s) including a Promissory Note and Deed of Trust covering hard costs for the rehabilitation in an amount not to exceed \$30,000. This loan covering the hard costs remains 0% interest and-forgivable at \$5,000 per year for as long as the owner resides in the home or until the balance is reduced to \$0. The term of the loan is dependent upon the loan amount and the number of years it takes to bring the balance of the loan to \$0 when forgiven at \$5,000 per year. For example, if the amount of the loan is \$21,452, then the term is five (5) years: \$20,000 forgiven over the first four (4) years and \$452 forgiven at the end of the fifth year. The maximum term of the loan will be six (6) years.

As long as the borrower lives in the home, no payments on the loan will be required. If the recipient prefers, the loan can be paid off at any time to NCHFA, either in installments or as a lump sum payment. Furthermore, under certain circumstances NCHFA may allow assumption or refinancing of the loan. Should an heir inherit the property and choose to live in the house as their permanent residence, they may assume the loan without being income eligible. However, the lien remains on the property. A buyer who may wish to buy the property to live in may assume the loan so long as they can document that they are income-eligible (80% AMI). Default can occur if the property is sold or transferred to another person and/or if the borrower fails to use the home as a principal residence, without prior written approval of NCHFA.

The grant: To pay for soft costs including application outreach/intake/management, environmental reviews/inspections/testing and project assessment/documentation/ estimating/bidding, NCHFA will create a Grant Agreement not to exceed \$10,000. The grant has no repayment or recovery terms.

What kinds of work will be done?

Each house selected for assistance must be rehabilitated to meet ESFRLP Rehabilitation Criteria. That means every house must, upon completion of the rehabilitation:

- Meet the more stringent requirements of either NCHFA's Essential Property Standard or Orange



County's Minimum Housing Code. These are so-called "habitability standards" that set minimum standards for decent, safe and sanitary living conditions. Additionally, the home must meet applicable Lead Based Paint regulations 24 CFR Part 35.

- Retain no "imminent threats" to the health and safety of the home's occupants or to the home's "structural integrity". An example of an imminent threat to occupants as well as to the home's structural integrity is an infestation of insects or a crawlspace that is too damp.

These requirements are spelled out in full in the ESFRLP Administrator's Manual which you may view, at reasonable times, upon request, at the Housing and Community Development office of Orange County or anytime online at www.nchfa.com

In addition to the above items that must be done to satisfy NCHFA requirements, the scope of work may include approved items meant to reduce future maintenance and operational costs or to further protect homes from natural disasters and/or home modifications designed to enable greater accessibility for household members to function more independently as they age.

Once the rehabilitation is complete, major systems in the home that, with reasonable maintenance and normal use, should be capable of lasting another five (5) years include: structural support, roofing, cladding and weatherproofing, plumbing, electrical and heating/cooling systems.

Of course, contractors performing work funded under ESFRLP are responsible for meeting all local requirements for permits and inspections. All work done under the program must be performed to meet NC State Residential Building Code standards. This does not mean, however, that the whole house must be brought up to current Building Code Standards. Upon the date of approval by Orange County of the contractor's request for final payment, a one-year warranty on all products and workmanship will begin.

What about Lead Based Paint?

Until it was discovered to be a health hazard, lead was used for centuries to make house paints. Now we know that lead exposure is a serious problem for everyone and especially small children. Selling lead paint was outlawed in 1978, but many older buildings still contain lead paint and children are still being poisoned.

Under ESFRLP, a lead hazard evaluation must be performed on every home selected for rehabilitation that was built before 1978. The specific type of evaluation and the appropriate lead hazard reduction work performed will depend on the total amount of Federal funds used to rehabilitate the home, as per 24 CFR Part 35. If required, lead-based paint hazard reduction and/or abatement will be performed by contractors who are trained and certified to perform such work.

It may be necessary for the household to relocate during the construction process for protection against lead poisoning. If relocation is required, it shall be the responsibility of the homeowner to pay for the relocation.



Who will do the work on the homes?

Orange County is obligated under ESFRLP to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process.

To meet these requirements, Orange County will invite bids only from licensed general contractors who are part of the County's Contractor Registry. For additional information about procurement and disbursement procedures, please refer to the Orange County Procurement and Disbursement Policy.

- All qualified members of the Contractor Registry will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract.
- All contractors working on pre-1978 units must be Renovate, Repair and Paint Rule (RR&P) Certified Renovators working for Certified Renovation firms.
- Homeowners who know of quality rehabilitation contractors that are not on the approved Contractor Registry are welcome to invite them to apply.

What are the steps in the process, from application to completion?

You now have information about how to apply for the Essential Single-Family Rehabilitation Loan Pool (ESFRLP) and what type of work can be done through the Program. Let's go through the steps for getting the work done:

1. **Completing a pre-application form:** Homeowners who wish to apply for assistance may apply by completing an application form, available at <http://orangecountync.gov/2211/Home-Repair-Programs> or by contacting Jack Watson at (919) 558-9394 or jwatson@tcog.org. Applications will be accepted on a rolling basis beginning October 30, 2020 until all funds are committed. Proof of ownership and income will be required. Those who have applied for housing assistance from Orange County in the past will not automatically be reconsidered and must complete a new pre-application form.
2. **Client referral and support services:** Many homeowners seeking assistance through the Essential Single-Family Rehabilitation Loan Pool may also need other services. If the ESFRLP staff meets the homeowner during the application process, they will provide pamphlets and a list of the agencies with contact information for the resources and programs available in the County. For households that meet the requirements of the pre-application step and qualify to receive assistance through the ESFRLP program, additional verbal discussion will be offered during the screening of applicants and/or pre-rehab inspection steps of the program. With the homeowner's permission, a case file will be created and a staff person will follow up with the homeowner concerning the available services in the referral network.
3. **Preliminary inspection:** Orange County's Rehabilitation Specialist will visit the homes of eligible households to determine the need and feasibility of the home for rehabilitation. Homeowners must inform staff of any known pest infestations prior to the visit.



4. **Screening of applicants:** Applications will be ranked by Orange County based on the priority system outlined on page 3 and the feasibility of rehabilitating the house. The first round of households to be offered assistance will be selected by January 31, 2021. Household income will be verified for program purposes only (information will be kept confidential). NCHFA will verify ownership of the property by conducting a title search. From this review, the five (5) most qualified applicants will be chosen according to the priority system described above; the remaining applicants will be placed on a list of alternates in the order that they qualified. If fewer than five (5) applications are received by January 31, or if funds remain to assist more than five (5) units, applications will continue to be accepted on a rolling basis until all funds are committed. Orange County will then submit to NCHFA an ESFRLP Loan Application and Reservation Request for each potential borrower for approval. Applicants not selected for ESFRLP assistance will be notified in writing.
5. **Written agreement:** A HOME Owner Written Agreement, between the homeowner and Orange County, will be executed as part of the Loan Application and Reservation Request procedure (that formally commits funds to a dwelling unit). This agreement will certify that the property is the principal residence of the owner, that the post-rehab value of the property will not exceed 95% of the 203(b) limits established by HUD and defines the ESFRLP maximum amount and form of assistance being provided to the homeowner, the scope of work to be performed, the date of completion and the rehabilitation criteria and standards to be met.
6. **Pre-rehab inspection and unit evaluation:** Orange County's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks, etc. Each unit will be evaluated for energy saving opportunities such as air sealing and duct sealing as well as for environmental concerns, such as lead based paint hazards, radon and asbestos.
7. **Work write-up:** The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bids are received from contractors.
8. **Lead and other testing:** Orange County will arrange for a certified firm to inspect all the pre-1978 constructed homes for potential lead (required) and asbestos hazards (as deemed necessary by the Rehabilitation Specialist in all homes built during, before, and after 1978). All homes will be tested for radon. The owner will receive information covering the results of the tests and any corrective actions that will be needed as part of the rehabilitation.
9. **Bidding:** The work write-up and bid documents will be conveyed to all contractors from the Contractor Registry. Contractors will be given no less than seven (7) days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted at the Orange County Housing and Community Development Department office at a specified date and time, with all bidders invited to attend.
10. **Contractor selection:** Within 72 hours of the bid opening the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid,



2) the amount of the winning bid, 3) the amount of the County's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder was selected.

11. **Loan closing and contract execution:** Loan documents (Promissory Note and Deed of Trust) will be prepared by NCHFA as the lender and executed by the homeowner. By law, homeowner's have the right to hire legal representation of their choosing at loan closing. If a homeowner does not have representation at the closing, the borrower must sign a NCHFA "Legal Advice Disclosure". Rehabilitation contract documents will be executed by the homeowner and contractor with Orange County signing on as an interested third party prior to the commencement of any construction. Orange County will facilitate with the loan closing and recordation of these documents and forward the recorded documents to NCHFA.
12. **Pre-construction conference:** A pre-construction conference will be held at the selected applicant's home. At this time, the homeowner, contractor and ESFRLP Orange County program representatives will discuss the details of the work to be completed Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. Orange County will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.
13. **Construction:** The contractor is responsible for obtaining and posting all permits for the project before beginning work. Orange County ESFRLP Program staff will closely monitor the contractor during the construction period and local Code Enforcement Officials will inspect the work. To protect personal property the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
14. **Change Orders:** All changes to the scope of work must be approved by the owner, the contractor, the Orange County Rehabilitation Specialist, and reduced in writing as a contract amendment ("change order"). The owner, contractor and two Orange County personnel must execute any change order agreements to the construction contract.
15. **Progress payments:** The contractor is entitled to request up to three (3) partial payments and a final payment. When a payment is requested, the Rehabilitation Specialist will inspect the work within three (3) days.
16. **Closeout:** When the Rehabilitation Specialist and the homeowner are satisfied that the contract has been fulfilled, the homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. All material and workmanship will be guaranteed by the contractor for a period of one (1) year from the date of completion of the work as established by Orange County's approval date of the final pay requisition. Orange County will notify the homeowner in writing of this date.
17. **Post-construction conference:** Following construction, the contractor and the Rehabilitation Specialist will sit down with the homeowner one last time At this conference the contractor will hand over all owner's manuals and warranties on equipment and materials to the homeowner. The contractor and Rehabilitation Specialist will go over operating and maintenance



requirements for the new equipment, materials and appliances and discuss general maintenance of the home with the Homeowner. The homeowner will have the opportunity to ask any final questions about the work.

18. **Final loan amount determination:** If, upon completion of all rehabilitation work, the contract price has changed due to the effect of change orders and there is a need to modify the loan, NCHFA will prepare an estoppel for a loan reduction or modification agreement for loan increases as necessary at the time of closeout of the unit to modify the loan amount when there is a need for a change order involving a change in the original loan amount). The loan will remain the property of NCHFA, with original documents remaining there for storage and servicing. Please note that it is the responsibility of the owner to record an estoppel if they wish this to be reflected in the Deed of Trust.
19. **The warranty period:** It is extremely important that any problems with the work that was performed be reported by the homeowner to the Orange County Rehabilitation Specialist or other representative, as soon as possible in writing. All bona fide defects in materials and workmanship reported within one (1) year of completion of construction will be corrected free of charge by the contractor.

What are the key dates?

If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting October 30, 2020.
- Applications will be accepted on a rolling basis until all funds are committed, or December 31, 2022, whichever is sooner.
- All rehabilitation work must be under contract by December 31, 2022.
- All rehabilitation work must be completed by June 15, 2023.

How do I request an application?

- Contact Jack Watson
(919) 558-9394
jwatson@tjcog.org
- OR download an application online: <http://orangecountync.gov/2211/Home-Repair-Programs>
- OR pick up an application at the Orange County Department of Housing and Community Development office at 300 W. Tryon Street, Hillsborough, NC 27278.

Is there a procedure for dealing with complaints, disputes and appeals?

Although the application process and rehabilitation guidelines are meant to be as fair as possible, Orange County realizes that there is still a chance that some applicants or participants may dispute decisions, work completed, or other issues. The following procedures are designed to provide an avenue for resolution of complaints and appeals.



During the application process:

If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Jack Watson within five (5) days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing. A written appeal must be made within ten (10) business days of the initial decision on an application.

Orange County will respond in writing to any complaints or appeals within ten (10) business days of receiving written comments.

During the rehabilitation process:

If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Specialist.

The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to the contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to correct the problem.

If the Rehabilitation Specialist finds that the work being completed according to contract, the complaint will be added to the applicant's file. The Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.

If problems persist, the homeowner must put the concern in writing and a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by the Orange County Housing and Community Development Director.

Should the mediation conference fail to resolve the dispute, the Director will render a written final decision.

Final Appeal:

After following the above procedures, any applicant or homeowner who remains dissatisfied with Orange County's final decision may appeal to Michael Handley, NCHFA, PO Box 28066, Raleigh, NC 27611-8066, (919) 877-5627.

Will the personal information provided remain confidential?

Yes. All information in applicant files will remain confidential. Access to the information will be provided only to Orange County employees who are directly involved in the program, the North Carolina Housing Finance Agency, the US Department of Housing and Urban Development (HUD) and auditors.

What about conflicts of interest?

No employee or board member of Orange County, or entity contracting with Orange County, who exercises any functions or responsibilities with respect to the ESFRLPI7 project shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of Orange County employees or of Orange County board members and others closely identified with, may be approved for rehabilitation assistance only upon public disclosure before



the Orange County Board of Commissioners and written permission from NCHFA.

What about favoritism?

All activities under ESFRLP20, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability.

Outreach Efforts of the ESFRLP Program

The County makes citizens aware of the ESFRLP program and other housing rehabilitation opportunities through various service providers and specific outreach efforts. At minimum, the County will advertise the Essential Single-Family Rehabilitation Loan Pool Program via the following media/venues: the local English-speaking and Spanish-speaking newspapers serving the County (such as *The Daily Tarheel*, *The News of Orange* and *La Noticia*), senior centers and community centers throughout the County, Orange County Home Preservation Coalition, Orange County Affordable Housing Coalition, Carrboro Town Hall, Chapel Hill Town Hall, Orange County DSS Office, and on the County's website.

Who can I contact about the ESFRLP program?

Any questions regarding any part of this application or program should be addressed to:

Jack Watson
(919) 558-9394
jwatson@tjocg.org

David Saconn
(919) 612-1527
dsaconn@orangecountync.gov

This Assistance Policy is adopted this ____ day of _____ 2022.

County Manager

Notary Public

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: JCPC Certification and County Plan for FY 2022-2023

DEPARTMENT: Social Services

ATTACHMENT(S):

1. NC Department of Public Safety
Juvenile Crime Prevention Council
Certification

2. Juvenile Crime Prevention Council
County Plan 2022-2023

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 2022-2023.

BACKGROUND: Orange County receives \$359,096 from the NC Department of Public Safety to provide program services to juvenile offenders through the JCPC. The County is required to provide a 30% match which totals \$107,729, which was included in the Manager's Recommended 2022-23 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, 2022 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 2022-2023 and authorize the Chair to sign the associated documents.

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

1-Year Funding: FY 2021-2022

Membership

- | | |
|---|------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | <u>Yes</u> |
| B. Are members appointed for two-year terms and are those terms staggered? | <u>Yes</u> |
| C. Is membership reflective of social-economic and racial diversity of the community? | <u>Yes</u> |
| D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | <u>No</u> |

If not, which positions are vacant and why?

Chief of Police or designee - council member left job mid-year and efforts to find replacement have been unsuccessful; will reach out to local law enforcement.

Person Under the Age of 21 - recruitment efforts to find new representative have been unsuccessful; will conduct outreach to local schools and youth serving organizations to try to find an interested youth.

Member of Business Committee - recruitment efforts to find new representative have been unsuccessful; will conduct outreach to local chambers of commerce.

Representative/Parks and Rec - council member left mid-year and efforts to find replacement have been unsuccessful; will continue outreach to local parks and rec departments to try to find representative.

Organization

- | | |
|---|-----------------|
| A. Does the JCPC have written Bylaws? | <u>Yes</u> |
| B. Bylaws are | <u>Attached</u> |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | <u>Yes</u> |
| D. Does the JCPC have written policies and procedures for funding and review? | <u>Yes</u> |
| E. These policies and procedures | <u>Attached</u> |
| F. Does the JCPC have officers and are they elected annually? | <u>Yes</u> |

Meetings

- | | |
|--|------------|
| A. JCPC meetings are considered open and public notice of meetings is provided. | <u>Yes</u> |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | <u>Yes</u> |
| C. Does the JCPC meet six (6) times a year at a minimum? | <u>Yes</u> |
| D. Are minutes taken at all official meetings? | <u>Yes</u> |
| E. Are minutes distributed prior to or during subsequent meetings? | <u>Yes</u> |

Planning

- | | |
|--|------------|
| A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? | <u>Yes</u> |
| B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS? | <u>Yes</u> |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? | <u>Yes</u> |

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? | <u>Yes</u> |
| <input checked="" type="checkbox"/> RFP, Distribution List, and Advertisement attached | |

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members?

Yes

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.

Not applicable

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

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	Charlos Banks	Senior Executive Director of Student Services	<input checked="" type="checkbox"/>	Black or African-American	Female
2) Chief of Police or designee					
3) Local Sheriff or designee	Tina Sykes	Lieutenant	<input checked="" type="checkbox"/>	White	Female
4) District Attorney or designee	Rachel Gessouroun	Assistant District Attorney	<input checked="" type="checkbox"/>	White	Female
5) Chief Court Counselor or designee	Amanda Farris	Chief Court Counselor		White	Female
6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Laurie Williamson	System of Care Coordinator	<input checked="" type="checkbox"/>	White	Female
7) Director DSS or designee	Bernard Miles	CPS Treatment Supervisor	<input checked="" type="checkbox"/>	Black or African-American	Male
8) County Manager or designee	Sharron Hinton	Human Services Manager	<input checked="" type="checkbox"/>	Black or African-American	Female
9) Substance Abuse Professional	Carol McClelland	Director of Outpatient Services		White	Female
10) Member of Faith Community	Kysha Thompson	Pastor		Black or African-American	Female
11) County Commissioner	Amy Fowler	Orange County Commissioner		White	Female
12) A Person Under the Age of 21					
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles	Lateef Mitchell	Student Community Support Liaison		Black or African-American	Male
14) Juvenile Defense Attorney	Crista Collazo	Assistant Public Defender		White	Female
15) Chief District Judge or designee	Hathaway Pendergrass	District Court Judge	<input checked="" type="checkbox"/>	White	Male
16) Member of Business Community					
17) Local Health Director or designee	Dana Crews	Division Director for Community Health Services	<input checked="" type="checkbox"/>	Black or African-American	Female
18) Rep. United Way/other non-profit	Gayane Chambless	Coordinator, Orange Partnership for Alcohol and Drug Free Youth		White	Female
19) Representative/Parks and Rec					
20) County Commissioner appointee	Jon Berkeley	Court Counselor		Black or African-American	Male
21) County Commissioner appointee	Tami Pfeifer	Youth Behavioral		White	Female

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Specified Members	Name	Title	Designee	Race	Gender
		Health Liaison			
22) County Commissioner appointee					
23) County Commissioner appointee					
24) County Commissioner appointee					
25) County Commissioner appointee					
26) County Commissioner appointee					

SECTION VI: BUDGET NARRATIVE			
JCPC Administration		Fiscal Year	FY 22-23
Item #	Justification	Expense	In Kind Expense
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	
390	Training(s) for JCPC members, JCPC program providers and community stakeholders	\$5,592	
430	Copier rental (~\$166 x 12 months = \$2,000)	\$2,000	
TOTAL		\$10,242	

Job Title	Annual Expense Wages	Annual In Kind Wages
TOTAL		

SECTION VII

Program: JCPC Administration

Fiscal Year: FY 22-23

Number of Months: 12

	Cash	In Kind	Total
I. Personnel Services			\$0
120 Salaries & Wages			\$0
180 Fringe Benefits			\$0
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials	\$2,650		\$2,650
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			\$0
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services	\$5,592		\$5,592
310 Travel & Transportation			\$0
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$5,592		\$5,592
IV. Fixed Charges & Other Expenses	\$2,000		\$2,000
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
V. Capital Outlay			\$0
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
Total	\$10,242		\$10,242

BY-LAWS
ORANGE COUNTY
JUVENILE CRIME PREVENTION COUNCIL

ARTICLE I: NAME AND PURPOSE

Section 1 General Statute 143B-845 - 852 sets out that it is the intent of the General Assembly to prevent juveniles who are at risk from becoming delinquent and develop community-based alternatives to youth development centers and to provide community-based delinquency, substance abuse and gang prevention strategies and programs.

The statute also says that the General Assembly intends to provide non-institutional disposition alternatives that will protect the community and juveniles. These programs and services are to be planned at the local level by local Juvenile Crime Prevention Councils (hereinafter referred to as The Council) in partnership with the state.

Section 2 The name of this body shall be the Orange County Juvenile Crime Prevention Council.

Section 3 The Council is created by the General Assembly and accountable to the Orange County Board of Commissioners, (hereafter referred to as County Commissioners). The Council is made up of interested Orange County citizens and professionals.

Section 4 An important function of The Council is to make recommendations to the County Commissioners regarding the expenditure of funds for programs geared toward the prevention of and intervention into juvenile delinquency and to provide oversight to those programs funded to provide services.

Section 5 Review the needs of juveniles in Orange County who are at risk of delinquency or who have been adjudicated undisciplined or delinquent, evaluate the resources available to address those needs, and develop strategies to address unmet needs.

Section 6 Fund direct services to intervene and appropriately respond to and treat the needs of juveniles at risk of delinquency through the study of juvenile risk/needs data as well as other community data.

- Section 7** Fund direct services to intervene and appropriately respond to the needs of juveniles who have been associated with gang activity or who are at risk of becoming associated with gang activity.
- Section 8** Ensure that appropriate intermediate dispositional options are available and shall prioritize funding for dispositions of intermediate and community level sanctions for court adjudicated juveniles under minimum standards adopted by the Department of Public Safety, Division of Adult Corrections and Juvenile Justice.
- Section 9** Evaluate programs funded by The Council as a condition of continued funding.
- Section 10** Increase public awareness of the causes of delinquency and of strategies to reduce the problem.
- Section 11** Plan for a permanent funding stream for delinquency prevention programs.
- Section 12** Comply with current DPS JCPC Policies and Procedures.

ARTICLE II: MEMBERSHIP

- Section 1** For Orange County to receive funding, the County Commissioners must appoint a Council that consists of not more than 26 members and should include, if possible, the following:
1. The local school superintendent or designee;
 2. The chief of police in the county or designee;
 3. The local sheriff, or designee;
 4. The district attorney, or designee;
 5. The chief court counselor, or designee;
 6. Director, Local Management Entity/Managed Care Organization (LME/MCO), or designee 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. Two persons under the age of 21, or one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles
 13. A juvenile defense attorney;
 14. The Chief District Court Judge or designee;
 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 shall serve a term of two years and may be reappointed by the County Commissioners. Terms of appointment shall begin July 1st of each year.

Section 3 The Council shall make recommendations to the County Commissioners to fill any membership vacancies.

Section 4 Three consecutive unexcused absences shall constitute grounds for replacement. Members are expected to notify the chairperson in advance of scheduled meetings if unable to attend.

Section 5 A quorum shall be a majority of appointed members.

ARTICLE III: OFFICERS

Section 1 The offices shall consist of a Chairperson, Vice-Chair, Secretary and Treasurer (optional)

Section 2 These officers shall be elected from The Council membership on an annual basis and on or before the first meeting of the fiscal year and may succeed themselves. The elected officers of The Council shall include:

1. Chair – Shall preside over all meetings with a set agenda and shall decide all matters of order and procedures subject to these Bylaws; has the authority to appoint committee members and subcommittees as necessary to conduct business of The Council; accountable to the JCPC and DPS for the expenditures of the JCPC administrative funds and ensures all fiscal reports for these funds are completed and submitted to DPS by the established DPS due dates; responsible for approving JCPC Program Agreements, Program Agreement Revisions, Third Quarter Accountings and Final Accountings through the DPS electronic signature process; responsible for the submission of the Annual Report, County Funding Plan, JCPC Certification and other fiscal/funding documents per direction of DPS. The Chair represents The Council before the County Commissioners and other agencies and community groups.

2. Vice-Chair – Shall serve as acting Chair in the absence of the Chair and as such shall have the same power and duties as the Chair when presiding.

3. Secretary – Shall assist the Chair/Vice-Chair regarding the organization and planning of meetings for The Council; takes minutes for all of The Council proceedings and makes them available to The Council members by the next scheduled meeting; records all resolutions and votes taken in matters; sends notices regarding meetings as requested by the Chair/Vice-Chair; keeps an accurate and current membership list, takes roll and determines a quorum for all meetings of the general membership.

NOTE: The Council may recruit a community volunteer for this position or, approve JCPC funds to pay someone to fulfil this position through a Contract for Professional Services. When contracting for this position, a Secretary will not be an elected Officer of The Council in order to comply with statute of council members not being financially compensated.

4. Treasurer, optional - Shall be accountable to The Council and DPS for the expenditures of the JCPC administrative funds; submits all fiscal reports to DPS by the established due dates to include Third Quarter Accounting, Final Accounting and Program Agreement Revisions, as needed, throughout the year.

NOTE: The Council may reply on the elected officers and/or volunteer/contracted position to fulfill these responsibilities.

Section 3 Removal from The Council

A member shall be removed for malfeasance or nonfeasance as determined by the County Board of Commissioners. Additionally, the County Board of Commissioners may remove a member upon the recommendation of the Council 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 Council
3. Conduct that demonstrates a lack of responsibility or is unbecoming of The Council.

ARTICLE IV: MEETINGS

Section 1 The Council shall meet at least bi-monthly or more often if a meeting is called by the Chairperson.

Section 2 All meetings shall follow Open Meetings Law and conducted in accordance with Robert's Rules of Order.

- Section 3** Meetings may be held in-person or at the discretion of the Chair, virtually. Meetings conducted in-person, shall offer the option for attendees to join the meeting virtually. Members joining a virtual meeting shall count towards the quorum and count as actual attendance for that JCPC meeting.
- Section 4** The membership shall be notified of all meetings, in writing, or by phone at least five days prior to the meeting.
- Section 5** Minutes shall be taken at every meeting and distributed prior to or at the subsequent meetings.
- Section 6** Special Meetings
- 6.1** The Chairperson may call special meetings as deemed necessary to carry out the duties of The Council.
- 6.2** Notice of special meetings shall be given to The Council, in writing, by phone, or by email at least two days in advance.

ARTICLE V: FUNDING PROCEDURES

- Section 1** Screening Applications for Funding.
- Section 1.1** All applications submitted to The Council will be screened by the Funding and Review Committee.
- Section 1.2** Proposals will be scrutinized according to whether they meet the needs as provided in the annual needs assessment, the requirements of the Request for Proposals (RFP) as well as for program effectiveness, staffing issues, amount requested and expectations of the program.
- Section 2.** Voting to Fund
- Section 2.1** The Council, except as hereinafter excluded, will vote on the recommended funding provided by the Funding/Review Committee and may amend recommendations before a final vote.
- Section 2.2** Members of The Council who are affiliated with a program who is a recipient of funding shall not be eligible to vote on any business relating to that particular program.

- Section 3** Approved or Disapproved.
- Section 3.1** The Council shall adopt procedures for program funding which are consistent with DPS JCPC Policies.
- Section 3.2** Funding Decisions
1. Applicants shall be notified of the funding decision, in writing, within ten (10) business days of the approved funding decision.
 2. Notifications must include comments supporting (why or why not funded) the funding decisions.
- Section 3.3** Applicants
 May request, in writing to the JCPC Chair, the funding process protocol followed by The Council within five (5) business days of receiving the funding notification. Requests will be reviewed by the Funding Committee and presented to The Council at the next scheduled JCPC meeting following receipt of the request. The JCPC Chair or the Funding Committee Chair, will respond to the applicant, in writing, within ten (10) business days following the JCPC meeting.

ARTICLE VI: JCPC MONITORING

- Section 1** The Monitoring Committee, comprised of JCPC members not affiliated with funded programs, shall conduct annual on-site monitoring visits of the JCPC funded programs. The committee chair is responsible for submitting the DPS form, JCPC Monitoring Report and Confidentiality Statement, and reporting the outcomes to The Council and DPS at the scheduled meeting following the monitoring visit.

ARTICLE VII: CONFLICT OF INTEREST

- Section 1.** Juvenile Crime Prevention Council (JCPC) members are public officers. N.C. Gen. Stat. § 14-234 requires that:
1. No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law; and
 2. A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract; and (3) No public officer or employee may solicit or receive any gift, reward, or promise of reward in

exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

Accordingly, no JCPC member or managing staff may receive directly or indirectly, any funds disbursed from the State of North Carolina, except for duly, authorized staff compensation and benefits, and reimbursement for expenses actually incurred in connection with the Council's business and in accordance with final approved grant agreements.

Orange County JCPC desires to require its members to avoid conflicts of interest or the appearance of impropriety in the disbursement of State funds;

No member of the JCPC shall be deemed to benefit directly or indirectly from any contract or grant funded in whole or in part by State funds if he/she receives only the salary or stipend due to him/her in the normal course of employment with, or service to, said JCPC.

These policies have been communicated to members and full disclosure has been provided for any possible appearance of conflict of interest that may exist. All members will be required to sign the conflict of interest disclosure policy on a yearly basis at the beginning of the fiscal year or upon appointment to the Board.

Council members shall not use their official affiliation with the JCPC to secure preferential treatment for any juvenile. Council members shall not use confidential information regarding juveniles or their families, JCPC agencies or other council members for personal gain or benefit. Council members must disclose, in writing, by submitting the DPS JCPC Conflict of Interest Disclosure Form for JCPC Members (Form DPS 13 001 c), a (potential) conflict of interest when the council member:

1. Is related to a program staff member;
2. Is related to another JCPC member;
3. Has/may have personal, financial, professional, and/or political gain at the expense or benefit of the JCPC, other than the benefit of therapeutic intervention for the juveniles and families served by JCPC funded programs;
4. Or a council member's family member participates in activities of, is a member of, or is an employee of a business entity that may be viewed as having direct or indirect influence over the JCPC's business;
5. Or a council member's family member may be viewed as having direct or indirect financial gain from personal or business investments/interest in real property held by that council member;
6. Received honorarium or other compensation outside of the scope of employment and operations that creates or appears to create bias;
7. Secured employment with a competing applicant for JCPC funding; and

8. Has a relationship other than professional with a JCPC funded program or applicant for funding, or any staff member or volunteer working for the program/applicant?

A. Disclosure of any conflict of interest is mandated by statute.

The Chair shall:

1. Initiate annual review of all conflict of interest disclosures and compare JCPC actions taken as a result of the disclosure to the JCPC's bylaws; and
2. Ensure all new and existing council members receive the DPS Conflict of Interest Disclosure Form for JCPCs (Form DJJ 13 001c) and are made aware of the JCPC's conflict of interest policy, which states:

The purpose of disclosure of financial and personal interests (business, professional, or political) of JCPC members is to avoid conflicts of interest, potential conflicts of interest and the appearance of conflicts of interest between the member's private interest and his/her public duties. It is critical to this process that JCPC members examine, evaluate, and disclose those personal and financial interests that may pose a real or potential conflict of interest. Each JCPC member must take an active, thorough, and conscientious role in the disclosure and review process, including having a complete knowledge of how the JCPC member's private interests (business, professional, or political) might impact his/her position or duties on the council. JCPC members have an affirmative duty to provide any and all information that a reasonable person would conclude is necessary to disclose any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest between the member's public and private interests; however the disclosure, review, and evaluation process is not intended to result in the disclosure of unnecessary or irrelevant personal information.

Therefore, personal relationships that may inappropriately influence (bias) or appear to influence actions must be disclosed. Conflict means a conflict or the appearance of a conflict between the private interests and official responsibilities of a person in a position of trust, including a Juvenile Crime Prevention Council member.

Failure to disclose any conflicts of interest, potential conflicts of interest and the appearance of conflicts of interest within the JCPC may result in the DPS cessation of any further State funds.

To comply with this mandate and with DPS JCPC Policy (*1 Operations: JCPC Operations*), the Orange County Juvenile Crime Prevention Council adopts the use of the DPS JCPC Conflict of Interest Disclosure Form for JCPC Members (Form DPS 13 001c Conflict of Interest Disclosure Form for JCPC Members).

3. Any action taken by The Council in response to a conflict of interest being disclosed by a JCPC member shall be recorded in the minutes of the meeting

ARTICLE VIII BY-LAWS AMENDMENTS

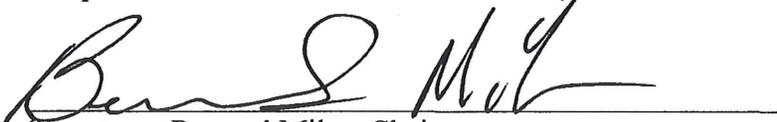
Section 1 Amendments to these Bylaws require a majority vote of members

Section 2 Amendments are permissible at any time but must be brought before The Council at least one meeting prior in which the vote will be taken.

These Bylaws shall become effective immediately upon approval of a majority vote by The Council.

Amended Bylaws respectfully submitted to The Council for review on this date: Aug 7, 2020.

Adopted as amended as of this date: Oct 2, 2020.

A handwritten signature in black ink, appearing to read "Bernard Miles", written over a horizontal line.

Signature: Bernard Miles, Chair
Orange County Juvenile Crime Prevention Council

**Orange County Juvenile Crime Prevention Council Meeting
Friday, August 6, 2021 (12:00noon – 2:00pm)
Virtual Zoom Meeting**

Proposed Minutes

Attendees: **Sharron Hinton, Carol McClelland, Tami Pfeifer, Amanda Farris, Meg McGurk, Donna King, Bernard Miles, Gayane Chambless, Hathaway Pendergrass, Crista Collazo**, Jamezetta Bedford, Susan Worley, Kelsey Mosley, Lia Kaz, Val Hanson, Latiff Mitchell, Toshina Wiggins, Denise Briggs, Rebekah Rapoza (***Members in bold**)

Absent: Greg Rouse, Luke Dennis, Blair Nell, Robyn Glass, Charlos Banks

Excused: Sherita Cobb, Megan Johnson, Tina Sykes, Stephanie Jones, Amy Fowler,

Welcome

The meeting opened with a welcome from Chair, Sharron Hinton and introductions. Agenda was shifted around to allow time for more members in join in order to reach quorum.

Program Updates

Dispute Settlement Center – July has been pretty slow so far and they haven't received any new referrals. Last year, as with other programs, they had low referral rates and served a total of 14 clients: 7 were aged 14-17, 4 were aged 10-14 (usually age 13 as they don't often serve youth younger than that) and 3 were aged 18+; 10 were male and 4 were female; 8 were black/African American, 1 was Asian, and 5 were white.

Q: What are your referral sources?

A: Most are court counselor referrals.

Exchange Club – Representative was not present

Volunteers for Youth – The Community Service program has 19 kids currently and Teen Court has 4, both of which are upticks from the last year. They have been working with Lia and Val on ways Teen Court can incorporate restorative practices. Teen Court was really disrupted by the pandemic and they have found that their reliable teen volunteers have scattered and they are working on ways to get them reengaged now that school is returning to in-person. They have held two car washes for community service hours which went well.

Q: For group activities, is it possible to send out a notice or have they found they have enough people show up?

A: They do not advertise because it isn't a typical fundraiser; they are focusing on serving specific groups, such as washing the court counselor and police vehicles.

Wrenn House – They have not had any youth from Orange County during the month of July. At the end of last fiscal year they had served 9 which was a large increase from the 3 that were served in FY19-20.

Q: Can you share any information about what the predominant causes were for the referrals last year?

A: All of the youth served have been referred by the court counselors. She would have to go back and look at files for the specific reasons for the referrals, but typically they are coming out of detention or are looking for another placement.

JJ Data Report

Jon Berkeley has been hired as the new court counselor supervisor; he was unable to attend today's meeting but will be joining future meetings.

They are currently transitioning from one reporting system to another and do not have access to either at the moment so there is no monthly data to report. However, at the last meeting a council member had asked about some Raise the Age data and she was able to pull that. From December 1, 2020 to April 30, 2021, they saw many minor offenses, including: simple assault, simple possession of a controlled substance, resisting an officer, and injury to property. However, they have had some more serious offenses, including robbery with a dangerous weapon and first degree burglary. The minor offenses are staying within juvenile court; however, the more serious ones are going through the transfer process. These offenses are not necessarily being committed by Orange County youth, but could be youth who are coming to, or traveling through, the county.

Q: As we are talking about Raise the Age, if a youth is moved to Superior Court because of the offense, how can they come back down to juvenile court? Is that even a possibility? Is there any way the JCPC can help advocate to have more cases kept in juvenile court?

A: If the District Attorney sends an indictment up to adult court, it is not possible for a judge to overrule it. In order for it to be sent back to juvenile court, the DA would have to agree for the transfer. The JCPC can help advocate by speaking with the DA. While A-G felonies require a mandatory transfer, the case can be remanded back down if initiated by the DA.

Minutes Review and Approval

Quorum was not met; June 2021 minutes approval will be tabled until October meeting.

JCPC Business

JCPC Work Plan Calendar – This is the calendar of activities that the JCPC needs to complete each fiscal year. It provides an overview of the work of the JCPC that needs to take place in order to meet our goals as the end of the year, including the risk and needs assessment, program evaluations/monitoring, request for proposals, and funding recommendations. This calendar will serve as our template for our work for the fiscal year. This document is provided by the Department for JCPCs to be able to see all of the required legislative mandates. If you see an activity in a particular month that we don't do in that month, just know that it is a fluid calendar and the months may not match exactly.

Conflict of Interest Form – Every voting council member must sign this form every year certifying that they have no interest in the programs or agencies that receive funding. In the event that someone has checked "yes", that there is a conflict, there needs to be a short explanation of how the JCPC will handle the conflict (could be as simple as the member abstaining from funding votes). Technically, members should not be voting until the form has been completed and submitted. Please get those signed and returned to Rebekah as soon as possible.

Committee Sign-Up – We have Monitoring, Risk & Needs, and Funding committees. Wherever your level of interest falls, please feel free to sign up for one or more committees that you'd like to participate in. They all do important work that is integral to the larger work of the board and we need everyone's participation.

Risk and Needs Committee date change – Typically the work of the Risk and Needs Committee has happened in January but it is proposed to move that committee to earlier in the fiscal year, around October. The work of this committee typically is the starting point for the rest of the work – request for

proposals, funding decisions, and annual plan process – and starting it earlier would provide more time to accomplish the subsequent work without being pressed for time.

All of the committee work is important and typically they only meet one time. The Risk and Needs Committee is the only one that is open to everyone and it is encouraged to have community members and program providers also involved as the data is reviewed because they may be able to provide additional information.

The following attendees volunteered for the Risk and Needs Committee: Gayane Chambless, Tami Pfeifer, Crista Collazo, and Latiff Mitchell; Bernard Miles volunteered for the Funding Committee.

Consultant Update

The due date for Final Accounting has passed and Denise is currently reviewing the documentation.

Program providers should mark their calendars to present their FY20-21 Measurable Objectives report at the October meeting. Before you run the report, please go into client tracking and make sure the data has been cleaned up and all errors have been fixed. If you need any assistance, please reach out to Denise.

JCPC Member Orientation presentation

Juvenile Crime Prevention Councils were established as part of the Juvenile Justice Reform Act of 1998. They are a partnership between the state, county, and program providers. The intent of the JCPC is to prevent juveniles who are at-risk from becoming delinquent by providing the right services at the right time to the right kids. The JCPCs were granted specific powers and duties in order to be able to get the work done. Among them are: looking at local data (risk and needs) to determine gaps in services; evaluating program performance; and providing funds for treatment of juveniles.

JCPC membership is legislatively mandated and must include individuals in certain positions with the ability for county commissioners to add up to 7 members of their choosing; membership cannot exceed 26. Some positions can appoint a designee to serve in their spot and only those on the membership listing who have been approved by the county commissioners can vote on JCPC matters. JCPC officer positions include Chair, Vice Chair, Secretary, and Treasurer (this position is optional). The Chair and Vice Chair are responsible for conducting the meetings; in the event neither is able to attend, members can appoint and vote on a member to fill in at the beginning of the meeting.

In order to help get work done in between meetings, JCPC has sub-committees: Risk and Needs, Monitoring, Funding, Nomination, and Executive (JCPC Officers and Chairs of committees). All meetings are subject to open meeting law and dates/times/location must be posted. Committee work is extremely important and where a lot of JCPC work gets done so it's important that members get involved in the committees.

Annual tasks of the Council include: completing a Conflict of Interest form, studying risk and needs data to be able to come up with request for proposals, interviewing funding applicants, evaluating program providers, making funding decisions to present to the County Commissioners, and completing and submitting an approved County Funding Plan and Certification. Certification is required every year and funds cannot be released by the State until it has been received. By completing the Certification we are saying that all of the legislative requirements are addressed: membership, by-laws, elected officers, conflict of interest, meeting frequency, open meetings, recorded minutes, and funding and planning activities.

The JCPC uses structured decision-making tools when making funding decisions. These include: risk and needs data and input from community leaders; program monitoring (local and State); measureable objectives reports; agencies having sound fiscal controls to manage Department funds; and that they meet NC Comprehensive Strategy (the right services, for the right child, at the right time). The State will monitor each program at least every three years unless something requires immediate attention. Additionally, all newly funded programs are monitored within the first year.

Programs receive a SPEP (Standardized Program Evaluation Protocol) score as required by the Reform Act requiring statewide evaluation tool. All program types have a chart showing what the required dosage and duration of services should be. SPEP will help JCPCs make sure they are providing the most comprehensive services in their communities and that they are compatible with evidence-based practices. SPEP is not a score that is used by the JCPC to make a funding decision. If a program's SPEP score isn't as high as it should be, they are provided an opportunity to share their plan to improve services/score through a Program Enhancement Plan.

The ongoing responsibilities of the JCPC include: promoting public awareness of Council work; following open meetings laws; supporting locally funded programs; and being active on the council, including committee work. Orange County receives an annual funding allocation from the Department in the amount of \$359,096. Programs can serve 6-17 year olds when referred by juvenile court and/or other sources (SROs, DSS, schools, law enforcement, parents, and other funded programs). Raise the Age legislation requires that 18-21 year olds can only be referred by juvenile court.

Announcements

Dispute Settlement Center is available to hold dialogue for agencies or groups (adults and youth) especially around Covid.

Freedom House Recovery Center was awarded SAMHSA funding to expand services to include integrative healthcare.

DSS is hosting a Southern Hospitality hiring event on Friday, August 27 from 9a-12p at the Skills Development/NCWorks Center now located in Europa Center in Chapel Hill.

NC Child Treatment Program is providing groups for young people who have problematic sexualized behavior. They are working on training clinicians around NC on CBT to be able to work with these youth. If you are working with any youth who are experiencing these behaviors, please reach out to them.

While Boomerang is not funded by JCPC this year, they will still have access to space at DSS to be able to continue their satellite location in Hillsborough for northern Orange students.

Upcoming Meeting:
JCPC Meeting – October 1 @ 12pm
Virtual Zoom Meeting

**Orange County Juvenile Crime Prevention Council Meeting
Friday, October 1, 2021 (12:00noon – 2:00pm)
Virtual Zoom Meeting**

Proposed Minutes

Attendees: **Sharron Hinton, Amanda Farris, Amy Fowler, Tami Pfeifer, Donna King, Charlos Banks, Carol McClelland, Crista Collazo, Gayane Chambless, Bernard Miles, Blair Nell, Meg McGurk, Hathaway Pendergrass**, Val Hanson, Susan Worley, Jarrell Jones, Jon Berkeley, Annette Moore, Lateef Mitchell, Kelsey Mosely, Denise Briggs, Toshina Wiggins, Rebekah Rapoza (***Members in bold**)

Absent: Sherita Cobb, Megan Johnson, Tina Sykes, Luke Dennis

Excused: Greg Rouse, Stephanie Jones

Welcome

The meeting opened with a welcome from Chair, Sharron Hinton and introductions.

Minutes Review and Approval

The Council reviewed the minutes from June 2021. Carol McClelland motioned for minutes to be approved and was seconded by Donna King. Motion carried unanimously.

The Council reviewed the minutes from August 2021. Carol McClelland motioned for minutes to be approved and was seconded by Amy Fowler. Motion carried unanimously.

JCPC Business

Funding Committee Update – There were \$45,681 in unallocated funds in Orange County after funding decisions were made and the JCPC made the decision to allow currently funded programs to request additional funds. Three requests were received from Volunteers for Youth for Community Service/Restitution, Haven House for Wrenn House, and Exchange Club for Parent Teen Solutions. If the requests are fully funded, that would leave \$36,985 still unallocated. The funds can remain unallocated (not committed to a program) until December 31. After that day, they will automatically revert back to the State and go into a discretionary fund that is offered to programs in the spring. Anytime unallocated funds are returned back to the State, the county will not be penalized and funding allocation for the next fiscal year will remain the same.

Q: Could JCPC funded programs apply for funding for training? Could the training occur after December 31?

A: Yes. It doesn't matter that it's after December 31 as long as the funds are expended within the fiscal year.

Q: What are some things that other JCPCs have done when they've had this level of unallocated funds?

A: We are right at a threshold of would it be worth it to publish another RFP to get a new program funded. It wouldn't be impossible but you may not have anyone respond because it's so close. Trainings are probably the biggest things that JCPCs do when there is unallocated funds.

Q: Can we circle back to programs and ask them if they've identified any additional needs?

A: Yes. You can send out another offer. You will need to vote if offering another opportunity to apply for unallocated funds. If do send out another request and will be voting in early December, just know that it's a tight turnaround, but doable to get revision completed and all signatures before December 31.

Donna King made a motion to accept the Exchange Club's Parent Teen Solutions request for \$840 (for technology/computer needs) and was seconded by Amanda Farris. Motion passed unanimously.

Gayane Chambless made a motion to accept Haven House's Wrenn House request for \$1,781 (for technology/computer needs and purchase/installation of interior door) and was seconded by Amy Fowler. Motion passed unanimously.

Amanda Farris made a motion to accept Volunteer for Youth's Restitution/Community Service request for \$6,075 (for raise in restitution payment, portion of annual audit cost, and technology/computer needs) and was seconded by Amy Fowler. Motion passed unanimously.

Gayane Chambless made a motion to allow currently funded JCPC programs to submit new requests for additional program funding, including training and professional development, and was seconded by Donna King. Motion passed unanimously.

Toshina and Denise will send out an email to providers letting them know they can submit additional requests. Denise proposed Sharron calling a special meeting of the JCPC on November 5 at 9:30am to vote on the requests and was agreed upon by Council members in attendance. When a special meeting is called, the quorum is automatically met with whichever Council members attend. The Funding Committee would receive documents prior to the special meeting to review and make a recommendation.

Programs approved for additional funding today should start working on their program agreement/budget revisions and get those submitted ASAP.

Risk and Needs Committee – Typically this committee has meet in January and it has been proposed to move the meeting to the fall. This would give the Council more time to review things and not be so rushed in the spring to meet deadlines. We are hopeful that if we back it up a little it will give us some more flexibility. There were some dates proposed on the agenda, but we just need a motion and vote to move the committee date to the fall and can decide on a date at a later time.

Carol McClelland made a motion to move the Risk and Needs Committee meeting from January to the fall and was seconded by Bernard Miles. Motion passed unanimously.

Membership Update – We have a couple vacancies that we need to fill: Member of Faith Community, Youth under Age 18, and Parks and Recreation. If anyone has any suggested individuals, please contact them to see if they are interested and we can then follow-up with them. All members are approved by the County Commissioners so as soon as we get individuals identified and committed we can present to the BOCC for approval.

Q: Can Parks & Recreation representative be from a municipality or do they have to be County?

A: Either.

The youth rep age has changed to 21. So it can be two youth under age 21, or one youth under age 21 and an adult who works with youth (school counselor, guardian ad litem, youth group leader, etc.). Counties aren't penalized if they don't have all their reps because some positions are hard to fill.

Admin Equipment Update – A shredder that was purchased with JCPC admin funds about 6-7 years ago has broken down and was disposed of by the county. A laptop that was also purchased with admin funds at the same time had stopped functioning properly and was taken by County IT to be replaced with a County purchased laptop.

Q: Do either need to be replaced? If so, is this something we can use Admin funds for?

A: Neither needs to be replaced.

Denise had asked that this item be added to the agenda for today so that the disposal of the equipment is reflected in the minutes. When she was reviewing Final Accounting for Admin budget, she noticed that these items were marked as being disposed of. The JCPC was out of compliance with how the equipment was disposed of because policy wasn't followed. There is a Disposal and Transfer of Equipment Policy that needs to be followed and it wasn't.

Program Updates

Dispute Settlement Center – Last year we had hoped to serve about 30 and ended up serving about half. Lia was incredibly creative last year with serving youth and they met all their measureable objectives. Given all the challenges last year it was incredibly successful so they are happy with that. So far this year, they have served one JJ youth and had 10 direct referrals from Orange County Schools in just the last month. The 10 referrals from OCS is a lot and isn't funded by JCPC, but thought it was interesting to note.

Lia is no longer working with Dispute Settlement Center. She has been a huge asset for the last three year but has accepted a position working in equity with UNC, which has been something she's passionate about. DSC has hired Lia's replacement, Joy Clark, and she will be starting November 1. Joy has been a high school teacher for 15 years and is finishing her law degree. She has also been a restorative justice volunteer for the last two years and they feel like they've found an amazing fit in her.

Exchange Club – Last year they expected to serve 18 but only served 16 and think that was pretty good based on previous history. They think things went really well last year and are going to try to keep building upon that success and have taken a suggestion from Gayane to rebrand themselves as the toolbox for parents who are dealing with teenagers.

Volunteers for Youth – Community Service/Restitution program served quite a bit lower than what was estimated. They did exceed all their objectives and wonder if there's a case to be made about the smaller the program, they better you can serve the kids. The numbers still haven't picked up as they hoped, but school has only been in session for a couple months. Teen Court's numbers were also quite low last year but they did also exceed their objectives. They are back to meeting in the courthouse and are happy about that.

Wrenn House – They were estimated to serve 10 last year and actually served 7. They met all their objectives and just like everyone else it was a hard year. This year, so far, they have served 2 from Orange County. Over the last 2 weeks they were on quarantine as a youth tested positive for Covid. That was a first for them so it was a new experience, but they were expecting it to happen at point. They worked through it; but it wasn't easy. They are now able to accept new referrals. They have implemented new Covid testing policies for both visitors and youth in order to help keep everyone safe and healthy.

JJ Data Report

They have been able to get into the new data system but it does compute data a little differently. For example, the new data captures complaints approved, diverted, and closed versus the old system that captured number of youth. They are also unable to capture electronic monitoring data. There is a four phase roll-out process for the new system, so there may be other data fields coming later down the road.

July – 9 juveniles at intake; 14 delinquent complaints; 1 undisciplined complaint; 0 school based complaints; 8 complaints approved for court; 4 complaints diverted; 3 complaints closed; 1 juvenile placed in detention for 28 days; 0 days used at Wrenn House; and 0 YDC admissions.

August – 11 juveniles at intake; 45 delinquent complaints; 1 undisciplined complaint; 0 school based complaints; 43 complaints approved for court; 2 complaints diverted; 1 complaints closed; 3 juvenile placed in detention for 42 days; 8 days used at Wrenn House; and 0 YDC admissions.

The new system also does not allow for Raise the Age data to be run similarly as in the past. However, she can pull year-to-date data on total served in offense groups. Since January 2021, 10 received violent complaints (A-E felonies), 18 received serious complaints (lower felonies and A1 misdemeanors), 32 received minor complaints (lower level misdemeanors), 1 infraction, and 7 received status offenses.

The new system can run a report on top 10 complaints, but can only be pulled by the district and not the county. However, Amanda does believe that the top complaints are consistent with what is being seen in Orange: breaking and entering of motor vehicle; breaking and entering of a building; felony possession of stolen property; and misdemeanor larceny.

Comment was made about how the data seems to reflect the work the schools are doing to divert minor offenses by utilizing available community programs and resources to help resolve those issues internally.

Guest Speaker – Attorney Annette Moore, Director, Orange County Department of Human Rights and Relations will be speaking about One Orange initiative as it relates to racial equity and the community. The framework is a vision for how the county can move forward with a whole county approach to racial equity. Orange County is working with Carrboro, Chapel Hill, and Hillsborough on a county-wide racial equity plan to break down systemic racism and institutional racism. While data is available that shows racial inequities, what isn't available is data that shows strategies used to close racial and economic gaps and that tracks progress over time.

What we know is that Orange County ranks number one in the state for length of life and clinical care and has the highest per capita income in the state and the third highest median household income. Over the last 30 years in Orange County, the black population has decreased while the Asian and Hispanic populations have increased.

When looking at the two school districts, a higher percentage of black and Hispanic students are scoring below grade average and that college and career readiness scores in both school systems have not gotten better over time for students of color, economically disadvantaged and with disabilities. We are also seeing disparities in Orange County with regards to household living in poverty, infant death rate, and life expectancy.

The solid foundation we want to build the count wide racial equity plan on is based on the strength of community engagement and our data. Our racial equity plan is data driven and we must have consistent, measureable, accurate, and reliable data. We must be able to trust the data, have access to the data, know what's behind the data, and be able to understand the data because the data will help us track our progress.

We must also be able to engage with the community to ensure that we are moving in the direction the community wants and expects. Our racial equity plan is built around five strategies: racial equity tool, racial equity index, community engagement, training, and evaluation and accountability.

Orange County, the Towns of Chapel Hill and Carrboro, and 11 other jurisdictions in North Carolina became the first jurisdictions in the south to go through racial equity training with the Government Alliance on Race and Equity (GARE). This year long training was designed to build capacity to address institutional, instructional racism for local governments. This training allowed us to build a shared network across jurisdictions and regional boundaries, allowing us to eliminate silos that prevent us from addressing structural racism.

The Racial Equity Action Plan sets forth a process and a set of questions to guide the development, implementation, and evaluation of policies, initiatives, programs, and budget issues to address the impact of racial equity. The racial equity tool helps align racial equity goals with desired outcomes. The Racial Equity Plan commits government to shifting the power dynamic to a shared decision making model, working with the community. Each jurisdiction is experimenting with engagement tactics to reach communities of color focusing on listening, learning, and implementing solutions for all communities and then prioritizing for the perspective of those communities most impacted by racism.

The GARE team is working with SAS and the Data for Good project on the racial equity index and this will be an open source, public data dashboard. It will help us assess our progress on equity in our community and we will use it to track racial equity data from the initiatives and follow trends on racial disparities across departments and jurisdictions. The first index being created is a workforce equity index.

The Training Committee has worked on a plan that provides a continuous cycle of training for policy makers, managers, advisory boards, and commission and community members. The Evaluation and Accountability Committee will develop an evaluation plan based on the principles of the Results-Based Accountability framework. RBA is a national model and provides a disciplined, data-driven, decision-making process to help local governments take action to solve problems. The evaluation plan applies racial equity principles embedded into the RBA methodology into the Orange County Racial Equity Plan. The plan also has a stewardship plan that addresses who is accountable for completion of each action, how plans are implemented, how progress is reported, and how success is defined.

Q: As part of the community outreach, how do members of the public become engaged and participate?

A: They are asking people to respond to this presentation and let us know what they want out of a racial equity plan and what do they see as priorities.

Q: How does this relate to the different boards and commissions that are an extension of the county?

A: The boards and commissions will be trained on the racial equity tool and they will use that as part of their decision making process.

Q: So then, at some point we would be asked to integrate that into our funding discussion?

A: Yes. And as a matter of fact, outside agencies funding process will have this integrated for next fiscal year. Applicants will be required to complete the racial equity tool as part of the application.

Toshina commented that the information was very valuable and actually falls right in line with what the Department is doing and pushing JCPCs to establish an Ethnic Disparities subcommittee to focus on disproportionality and disparities. If the JCPC is interested in forming a subcommittee for Racial and

Ethnic Disparities (RED), Toshina can provide us with more information. The Department also has RED Coordinator that can provide us with statewide and Orange County data if interested.

Q: Does the RED Committee take the place of the DMC Committee?

A: Yes. It was originally DMC and has been changed to RED.

Donna King commented that we did have DMC group in the past that was having some conversations but not sure what the status is currently.

Crista Collazo made a motion to establish a Racial and Ethnic Disparities (RED) Committee and was seconded by Donna King. Motion passed unanimously.

Consultant Update

Recently the Department management team has provided talking points document to Consultants so that the information that is being shared with JCPCs is consistent.

Senate Bill 207 was signed by the Governor on August 30. This bill raised the minimum of six to age 10 with some exceptions for eight and nine year olds who commit violent offenses (A-G felonies). This will take effect December 1, 2021. Six and seven year olds will not be eligible for court at all and eight and nine year olds who have an A-G felony and/or prior adjudication can go to court. The bill has also created a new category of vulnerable juveniles for the younger population. This will allow court counselors to conduct consultations and refer to community programs for intervention. Community programs will be able to continue to serve this population.

House Bill 615 requires all juveniles with suspected mental health issues to have comprehensive clinical assessment within 45 days of disposition. Severe emotional disturbance would also warrant the establishment of a care review team. The Department will be providing additional information on what this will look like in order to establish continuity across the state with service delivery.

House Bill 621 raises the age of school dropout from 16 to 18 and juvenile justice will pick up these cases and it remains on track to be passed by the Senate. Juvenile Justice has requested additional resources to work with this population.

There is a Teen Court pilot being operated in Brunswick, Bladen, and Columbus counties where 16 and 17 year olds who commit minor traffic offenses are being served through a modified Teen Court model instead of being sent to adult court. Please let Toshina know if this is something Orange County is interested in and she can provide additional information.

DPS 2020 Annual Report has been published on their website if anyone would like to review it.

NCJSA Fall Conference will be held at Carolina Beach October 13-15.

Final Accounting has been completed for Orange County with the exception of Boomerang program that remains under review. The plan is to have it completed by next week. The only refund is for JCPC Admin and the amount was \$10,455.70.

Due to YASI implementation, sponsoring agencies are required to complete the full assessment at youth intake.

Full SPEP scores have been run for programs and those will be provided along with PEPs for programs to complete. Presentation on these will be done at December meeting.

Toshina is currently compiling the Risk and Needs data from the old assessment and the new YASI assessment. She will reach out to the Risk and Needs Chair to coordinate dates to meet so that we can start the RFP planning process.

Announcements

Orange County DSS will be hosting a job fair October 20 at University Place from 9a-1p. We are trying to have vaccinations provided on-site as well, but are working on it.

There are lots of vaccine and testing opportunities in the county. The best place to find that information is on the Health Department website. If you have a specific group of individuals or a community location that has expressed interest, they do have mobile teams that can go out (home bound, door-to-door, rural communities, etc.). Hillsborough testing site is moving from Health Department parking lot to DSS parking lot.

Upcoming Meeting:

JCPC Meeting – December 3 @ 12pm
Virtual Zoom Meeting

**Orange County Juvenile Crime Prevention Council Special Meeting
Friday, November 5, 2021 (9:30am – 10:00am)
Virtual Zoom Meeting**

Proposed Minutes

Attendees: **Carol McClelland, Amy Fowler, Amanda Farris, Donna King, Gayane Chambless, Sharron Hinton, Bernard Miles, Crista Collazo**, Val Hanson, Patricia Cardoso, Toshina Wiggins, Rebekah Rapoza (*Members in bold)

Welcome

The meeting opened with a welcome from Chair, Sharron Hinton.

JCPC Business

Unallocated Funds Requests – This special meeting was called to review and approve the funding requests that were received after the October meeting. During that meeting the Council unanimously approved to offer currently funded programs an additional opportunity to request additional funding.

The Funding Committee reviewed the requests via email and all were in agreement to fund the requests as submitted. Dispute Settlement Center submitted a request for \$3,070 to attend a National Restorative Justice Conference in July. Haven House/Wrenn House are requesting \$7,525 to purchase materials to partially replace flooring in their shelter house. Both request come to a total of \$10,595 which still leaves \$25,047 unallocated.

Gayane Chambless made a motion to approve Dispute Settlement Center's request for \$3,070 to attend the National Restorative Justice Conference and was seconded by Bernard Miles. Motion passed unanimously.

Amanda Farris made a motion to approve Haven House/Wrenn House's request for \$7,525 to purchase flooring materials and was seconded by Donna King. Motion passed unanimously.

The remaining unallocated funds need to be assigned by December 31 otherwise they will revert back to the State. However, if this does happen it will not reflect negatively on the JCPC and will not affect any future allocations.

Q: If a program came up with a last minute need, could they present it at the December meeting?

A: We would need to have another meeting prior to December in order for the Funding Committee to review and present at the December meeting. And then you'd also have to take into consideration the timeline that is needed to execute the budget revision and obtain all signatures by December 31.

Q: If we were to send out another email to programs today and let them know they had until November 24 to send in additional requests and we could vote on it at December's meeting, could that happen?

A: It is a possibility, but keep in mind the timeline we are on to get it completed by December 31. Toshina did circle back to programs who didn't turn in a request and they stated they didn't have any needs at this time.

Comment was made about programs being given multiple opportunities to apply for funding, so unless something has just emerged, I don't want to encourage program to apply for additional funds and then struggle to spend it.

Comment was made about giving programs one final opportunity to think outside the box, like Wrenn House with the flooring, and possibly come up with something that they wouldn't have normally thought about requesting funds for.

Carol McClelland made a motion that we send out one final notice to currently funded programs that we have \$25,047 available in unallocated funds and the deadline to apply is November 19 and was seconded by Sharron Hinton.

Q: Is there anything the funds cannot be spent on?

A: A new program.

Q: Can the funds be used to purchase a van, for Volunteers for Youth for example?

A: Yes. Susan had some questions and Toshina thought she was going to move forward with the request. However, after conversations with their board, they didn't move forward with the request.

Q: Do you know if the issue was with the cash match?

A: Toshina is unsure.

Q: Is there a list of all our organizations that can request the funds?

A: Rebekah will email a list to Crista.

Q: Could the funds be used to pay for a part-time position?

A: Concern for sustainability after June 30 was raised. Possibly if it was a contract position.

Q: Would the JCPC want to contract with someone to do something like an efficacy study or research into what are some of the challenges facing youth and programs?

A: The Admin budget is already at the max funding level and so we couldn't use any of the unallocated funds. However, we can do a budget revision and reallocate funds to contract services if the JCPC decides they'd like to move forward with funding something like this.

Q: Is this something that a currently funded program could take on in their budget if they'd be willing versus the Admin budget?

A: It shouldn't be an issue if there is an agency who is willing to take this on.

Motion passed unanimously.

**Orange County Juvenile Crime Prevention Council Meeting
Friday, December 3, 2021 (12:00noon – 2:00pm)
Virtual Zoom Meeting**

Proposed Minutes

Attendees: **Sharron Hinton, Amy Fowler, Amanda Farris, Tina Sykes, Gayane Chambless, Tami Pfeifer, Donna King, Carol McClelland, Charlos Banks, Hathaway Pendergrass, Crista Collazo, Val Hanson, Monica Venio, LaDanna Strong, Susan Worley, Joy Clark, Madison Bennett, Patricia Cardoso, Jamella Smith, Lateef Mitchell, Toshina Wiggins, Rebekah Rapoza** (*Members in bold)

Absent: Sherita Cobb, Megan Johnson, Greg Rouse, Bernard Miles, Blair Nell

Excused: Luke Dennis

Welcome

The meeting opened with a welcome from Chair, Sharron Hinton and introductions.

Minutes Review and Approval

The Council reviewed the minutes from October 2021. Amy Fowler motioned for minutes to be approved with corrections made to the spelling of Gayane and Lateef's names and was seconded by Carol McClelland. Motion carried unanimously.

The Council reviewed the minutes from November 5, 2021 special meeting. Amy Fowler motioned for minutes to be approved and was seconded by Amanda Farris. Motion carried unanimously.

Program Updates

Program providers were asked to include a review of their Program Enhancement Plan(s) during their updates. Toshina provided a brief explanation of Standardized Program Evaluation Protocol (SPEP) and PEP. The PEP is tied to the SPEP score and is based off program terminations from the previous fiscal year. If the program does not terminate at least 10 youth, an Advisory Score will be given. An Advisory Score means the sample size was not large enough to produce a reliable SPEP score. SPEP is a tool that the department uses to evaluate programs that receive JCPC funding to ensure program fidelity and to align programs with evidence based practices. It is not a tool to defund or weed out programs, but rather a tool to measure services and provide a blue print for continuous improvement. Some programs are considered structured and will not receive a SPEP score. In Orange County, those programs are Teen Court, Mediation/Conflict Resolution, and Wrenn House. These programs are considered structured because the youth are not in the program long enough to receive a therapeutic intervention. However, all programs have a quality of service score based on the area consultant's monitoring.

Dispute Settlement Center:

We served 3 youth through DJJ referrals: 3 males, all aged 14-15, 1 Asian, 1 African American and 1 White. We expect to receive another 4-5 referrals. Something that is going well with DJJ is the coordination of which referrals are appropriate, making sure they are impactful as a referral source. Looking at PEP, we have a pretty good score and are meeting most requirements or individual specifics. However, we have room for improvement in 3 different sections.

1. Staff training: we keep track of training but realized we're missing individualized training with training goals. Beginning January 1, personnel files will have staff goals and objectives for the year;
2. Effectiveness measurement: we are going to go through with program staff and make sure we have more clearly defined and specific measures for improving program performance; and

3. Employee evaluations: all staff yearly evaluations are done in June at the end of the fiscal year. We realized we did not have comprehensive employee evaluations, including questions involving specific JCPC program adherence. Francis will revise the evaluation process to make sure they include JCPC specific program questions.

Val introduced two new staff: Joy and Monica, new Restorative Practices Associate and Community Engagement Associate.

The Exchange Club:

PEP review: The first two scores are not really something they can control, but will continue to provide quality service thorough monitoring of compliance in supervision and making sure client charts are up to date. Will also be checking/monitoring NC Allies very frequently. Received an 8 out of 10 for Duration points. They are going to ensure clients understand expectations of finishing all weeks of classes. Some started and never finished, so we will ensure all clients know from the beginning that they need to attend and finish all weeks of classes. We will continue meeting at the church; due to Covid they were a bit hesitant but plans have been worked out. Families are still hesitant due to Covid, so we will be scheduling more virtual sessions. Contact hours is at 8 out of 10. Improvements will occur as operations can go back to normal now. Risk Tier received 2 out of 12. The rating must be accepted from JJ referral, but for non-JJ referrals, will interview both clients and referring sources about all risk factors present, traini program staff on capturing all risk factors present, and program supervisor will audit all risk assessments before finalizing them and putting the assessments in the file.

Volunteers for Youth:

Have served 22 kids in Community Service Program so far this year and 7 in Teen Court. Numbers are still low, but picking up a little bit. Biggest news is Steven Rodriguez, Teen Court Coordinator, has left but they are excited for Jamella Smith, previous Youth Service Coordinator, to be taking his place. Madison Bennet started Monday taking over for Jamella as Youth Service Coordinator. Both participated in Volunteers for Youth programing as kids, Jamella with Girls Group and Madison was with Immigrant Youth Forum for undocumented youth and their allies. Focusing on Quality of Service PEP scores, both programs are fairly similar with 20 out of 20. We will continue to focus on strengthening training opportunities and also enhancing programs, especially during Covid times when we have to be adaptable and flexible. The Court House is closed to Teen Court again for the month of December but are hoping to reopen for January. So for now, will continue to do what they have been and focus on making it better.

Wrenn House:

Served 2 youth for total of 10 days, not too far from previous fiscal year. Wrenn House is a structure only program so no SPEP score assigned. We did however score a 20 out of 20 for Quality of Service. We are very clear on what is needed to reach those scores and will continue tight oversight of policies and documentation. Staffing is a challenge these days; hard time recruiting for open positions and currently coming up with different strategies for hiring. We are addressing vacancies by pulling staff from other programs and having staff help in all areas. We are keeping everyone as safe as possible by developing good protocol for mask wearing and social distancing. A few individuals have tested positive but we were able to minimize spread. Testing is performed at intake and unvaccinated staff must submit weekly testing. Continuing our ongoing efforts to improve outreach, Haven House has the ability for young people to connect through a platform with live texting or chat. This was quietly launched during Covid due to concerns of not being able to do a lot of in person. It is still rolling out and every child discharged is given this information so they may stay in contact if and whenever needed.

JCPC Business

Funding Committee:

The committee received two additional requests for unallocated funds and are recommending them to the council for approval. Dispute Settlement Center is requesting \$2,251.52 to attend a conference/training and Wrenn House is requesting \$12,551 for remodeling and to address salary increases.

Carol McClelland made a motion to accept Dispute Settlement Center request for \$2,251.52 and was seconded by Amanda Farris. Motion passed unanimously.

Carol McClelland made a motion to accept Wrenn House request for \$12,551 and was seconded by Gayane Chambless. Motion passed unanimously.

The remaining \$10,244.48 in unallocated funds will be returned to the state as there are no additional program needs for this fiscal year and the deadline to allocate funds is almost here.

Risk and Needs Committee: Gayane Chambless

The committee met and reviewed the risk and needs data for Orange County compared to previous years and the state average. This helped guide us when reviewing the RFP for next year. *Peer Relationships* were all higher than the state average when looking at regular association with delinquent peers. *Number of Referrals at Intake* data shows that youth coming into contact with JJ had significant more interaction; in the past it was typically the first interaction. Also, this has been increasing over the past few years, not just compared to the state average. *Academic Functioning* is also higher than the state average. The committee discussed students really struggling in school and possibly needing tutoring and mentoring. *Substance Use* is also causing concern with a significant jump over the last few years; those referred to treatment also higher than state average or the status quo in Orange County. *Abuse Neglect History* saw an increase compared to the state average and a decrease locally when looking at those who have support. However, looking at those with no support we see a significant increase of those victims compared to the state average. *Sexual Behaviors* needing to be assessed, status quo in Orange County and slightly higher than the state. *Mental Health Needs* of youth, especially in light of Covid, saw a significant increase and was higher than the state average.

Q: Are absolute numbers are also going up or just averages?

A: No one has the info on hand. Amy then points out if these numbers were going up then that would be more worrisome; questions if these absolute numbers actually went down then that would explain these increases. Gayane agrees and requests from Toshina if trend data and absolute numbers can be added to the spreadsheets before they are shared with the group. Toshina will look into it.

Domestic Violence is a concern, seeing a definite significant increase. Across the board, we are looking at, adequate family supervision skills; drawing attention to marginal as that is where we have seen the most significant increase. *Family Substance Abuse* is also increasing and when we look at the family drug use, looking at youth can also indicate substance misuse. This has significant concern when compared to the state. When we look at *Family Criminality* we are seeing an increase compared to the state average, bearing in mind other factors, older age populations (16-18) and also raw numbers compared to previous years.

The committee recommends adding *Tutoring and Academic Enhancement* to the list of program types; everything else remains consistent with prior years. A question about including Trauma Informed Care was raised and Gayane recollects this wording is included in the *Clinical Treatment Programs* or *Assessment Programs* sections of the JCPC Program types. Toshina informs this will fall under a clinical program type; discussion on whether it should be listed and where it would be included. Amanda reminds

the group that adding this would need to be for un/underinsured only as Medicaid resources do cover these services. On past RFPs, it was worded as “Assessment/Treatment Programs for the Un/Underinsured (Including Substance Abuse; Trauma Based Therapy)”. However, the county now offers assessment services to any youth in need regardless of insurance status. Council agrees that assessment services are available in the county and focuses the conversation on treatment programs instead. Discussion continues on wording and finally settle on “Individual and Group Counseling, and Substance Abuse Treatment (specifically un/underinsured and trauma-focused)”.

Carol McClelland made a motion to accept to approve the RFP as written with the addition of a program type worded “Individual and Group Counseling, and Substance Abuse Treatment (specifically un/underinsured and trauma-focused)” and was seconded by Amanda Farris. Motion passed unanimously.

Monitoring Committee:

At least three volunteers are needed from the Council to for this committee. All necessary documents and instructions will be provided to stay in compliance.

Q: How often do they meet?

A: Maybe twice a year, an initial meeting to divvy responsibilities, then each will meet with their assigned program(s) and submit a finalized monitoring report.

Volunteers: Judge Hathaway Pendergrass, Amy Fowler and Carol McClelland. Judge Pendergrass advises the three of them will meet to decide duties.

RED Committee:

After last meeting’s guest presentation on the county’s One Orange initiative, the Council voted to approve the creation of a *RED Committee*. Members are needed to join this committee.

Q: What was the Red Committee?

A: Racial and Ethnic Disparities subcommittee. Toshina states she has been in contact with the RED coordinator at the state level who can provide data for the group and who has been working closely with JCPCs and area consultants to prepare the information. Once she follows up with her she will provide us the information.

Q: Is this similar to a previous committee, the Disproportionate Minority Contact?

A: Yes.

Q: Is this for JCPC committee members only or can others participate as well?

A: It is a subcommittee that anyone can potentially volunteer to participate.

Val Hanson believes DSC would like to have rep; they will talk between them and advise. Other volunteers include: Crista Collazo, Donna King, and Amanda Farris.

JJ Data Update

October – 17 juveniles at intake; 30 delinquent complaints; 2 undisciplined complaint; 6 school based complaints; 21 complaints approved for court; 5 complaints diverted; 6 complaints closed; 2 juvenile placed in detention for 35 days; 0 days used at Wrenn House; and 0 YDC admissions.

November – 18 juveniles at intake; 23 delinquent complaints; 5 undisciplined complaint; 10 school based complaints; 9 complaints approved for court; 0 complaints diverted; 0 complaints closed; 3 juvenile placed in detention for 40 days; 0 days used at Wrenn House; and 0 YDC admissions.

The minimum age for juvenile court is now in effect and was raised from 6 to 10 (8-9 year olds who have A-G felonies can still be petitioned). We are not turning away any youth but are considering them vulnerable youth and will provide consultations and services for 6-9 months; there just won't be any delinquent complaints filed against them. We then have some new mental health pieces coming into play with court, so there are lots of changes but they are all good.

Consultant Update

The state budget was recently passed and there were some juvenile justice bills that passed, specifically the establishment of a separate division of Juvenile Justice within the Department of Public Safety. At the February meeting program providers should be prepared to report on their measurable objectives report for July through December. Please remember to review client tracking termination prior to running the report. Also, please review your budgets on a regular basis in case revisions are needed. Lastly, please make sure you are completing the full risk assessment document at intake. If the risk score is not entered in Allies it can greatly affect the SPEP score.

Announcements

Joy Clark will be RED Committee representative from DSC.

Gayane would like to invite everyone, if they have not received the invite from Health Director Quintana Stewart, to the "Lunch and Learn" with Healthy Carolinians of Orange County Community Conversation on Dec 8th 12 noon to 1:30pm.

Sharron asked Toshina about feedback on lunches for virtual meetings. Toshina share that we can proceed with lunches however we choose. Sharron shares we will look into having a local restaurant provide boxed lunches. Request participants email Rebekah with any preferences.

Upcoming Meeting:
JCPC Meeting – February 4 @ 12pm
Virtual Zoom Meeting

**Orange County Juvenile Crime Prevention Council Meeting
Friday, February 4, 2022 (12:00noon – 2:00pm)
Virtual Zoom Meeting**

Proposed Minutes

Attendees: **Sharron Hinton, Tami Pfeifer, Amanda Farris, Amy Fowler, Crista Collazo, Tina Sykes, Carol McClelland, Gayane Chambless, Donna King, Hathaway Pendergrass, Joy Clark, Susan Worley, Eric Johnson, Jon Berkeley, LaDanna Strong, Rachel Gessouroun, Kelsey Mosley, Lateef Mitchell, Kelly Hoskins, Toshina Wiggins, Rebekah Rapoza (*Members in bold)**

Absent: Megan Johnson, Luke Dennis, Blair Nell, Charlos Banks

Excused: Sherita Cobb, Bernard Miles

Welcome

The meeting opened with a welcome from Chair, Sharron Hinton and introductions.

Minutes Review and Approval

The Council reviewed the minutes from December 2021. Amy Fowler motioned for minutes to be approved and was seconded by Carol McClelland. Motion carried unanimously.

JCPC Business

Monitoring Committee Update

Amy Fowler reviewed Volunteers for Youth Teen Court and Community Service/Restitution. Strengths and benefits of Teen Court: keeps teens out of court while providing the type of insight you might gain from a court experience. Current Teen Court weakness low numbers of participants and inability to meet in person due to Covid. One other concern regarding budget, current expenditures less than projected due to planed expense to provide health insurance that has not occurred yet. They plan to remedy this situation by actually contracting for health insurance or if that does not work out they will make a budget revision and return those funds. Court Counselor gave very favorable reviews; in terms of flexibility and innovation. Court Counselor also gave satisfactory ratings, the only negative comment was that they had not received a monthly report for one participant but thought it was perhaps they had not had an intake yet.

Regarding Community Service/Restitution, strengths are that this program can provide skills that prepare participants for their futures. Currently due to Covid, the number of participants are down and also participants are unable to do in-person community service. The program was innovative in providing home-based assignments that did lead to insights in their actions and improved critical thinking skills. Hoping that Covid subsides so that they can return to in-person community service. Also same concerns in regards to budget related to the expenditure, budgeted for health insurance that has not yet occurred. They do already have plans on how to remedy that. Court Counselors all provided satisfactory ratings and praised for their innovation in developing various projects for participants to complete.

Carol McClelland monitored Dispute Settlement Center and Wrenn House. Both agencies have been long standing members of JCPC in Orange County. They have both done a great job over the years with monitoring and budget compliance. Wrenn House got great feedback from the Court Counselors. Strengths: definitely welcoming environment, as evidence from funding request, making it better every year at every opportunity; homey setting, supportive, great rapport with clients. Weaknesses: temporary crisis settings, client is there a very short time so they cannot do all the work they would like to but continue to be a very valued resource.

Regarding Dispute Settlement Center, great job with monitoring; on top of providing documents. Referrals have been low for July through December but have recently picked up significantly in January. Slightly behind in referrals for “numbers served” possible to be on target for projected numbers because they are picking up, hopefully they will get back on target soon. Reasons for low referral include Covid, court continuances, a lot of kids are going through Youth Diversion Program. DSC is a part of the Youth Diversion Program, due to arrangements, kids in Diversion program cannot be put in NCALLIES, so they cannot be counted for JCPC funding numbers. Internal evaluation measures can be better, DSC is part of a statewide committee to develop the dispute settlement curriculum, believes they will have some great evaluation measures that come from standardizing curriculum across the state. Overall strengths, they have been with us for years, very positive and invested staff, making sure everyone’s needs are being met; in order for healing and repair of the harm to happen, the structure of the process facilitates needs being able to be met. Relationship building is also a strength, both with the clients and the community partners.

Q: Where are the Dispute Resolution referrals coming from?

A: Juvenile Court Counselors.

Q: Are these a part of disposition? Not pre-disposition or pre-adjudication?

A: Correct, usually part of a deferral.

Judge Pendergrass monitored the Exchange Club’s Parent Teen Solutions Group (interpersonal skill building) and Parent Teen Solutions Visitation (home based family counseling). Group setting has been really affected by Covid, they had lost the space for group meetings; home visitation numbers are on track, there is however a need to work on referrals in both components of the program and also in marketing to different providers or agencies to get more referrals. They have 7 youth that have carried over from previous years, no new current additions. Current referral sources include Juvenile Justice, DSS, mental health providers, schools, and also individuals. Suggests adding a goal for numbers in regards to “New Youth”. Also Alamance County JCPC requires a monthly program report, not recommending we request just suggesting availability. Financially everything is on track, wonders if when/if numbers change year to year, maybe we can update goals?

Q: The referrals they did receive, it would be helpful to identify which places they are receiving more referrals from?

A: On recollection, when reviewed DJJ referrals, there was 1 for in-home.

Q: The school systems had been trying to decriminalize actions in the schools, wondering if that’s part of the effect. Covid did have a great impact, but if schools are doing a better job of working on rehabilitation without making it a criminal justice issue. Does anyone have data to know if there are fewer referrals for that reason or is it really still all Covid related?

A: Based off work with Orange County Schools the incidents that they have, they are trying to deal with internally. Restitution, referrals to programing for education, things like that, would be helpful to have some of the school folks speak to that so that we may learn more.

Sharon Hinton - we do have members from the school system, however possibly with timing it is hard for them to attend. Will reach out again to see if they can join.

Funding Committee –

Have members of Funding Committee have decided on a date to meet as RFP closes on 2/18/2022.

Q: Curious to know if we’ve received more RFP’s then in the past or from new folks or is it similar to usual? Curious to see if we’ve received new interest.

A: Once applications are received and reviewed by Toshina, she will let us know. I cannot see anything until Toshina reviews and releases them. We probably won't know until the end of February.

Q: Do we know how long it usually takes the consultant to review?

A: In the past has taken just a couple of weeks. If closing on 2/18, maybe early to mid-March should be enough time to review and send them over which would then give enough time to get them scheduled to present on the chosen date.

A: Reminds last year was done via Zoom, took about half the time as usual, half day instead of whole day in-person.

Rebekah Rapoza confirms and reminds, depends on how many programs are presenting. Each program has about 20 minutes to do their presentation then time allotted for committee to discuss after.

Q: Do we have a chair for the committee yet?

A: That is up to the group to decide. Also requests group chose a date and advise. Donna Hall nominates Bernard Miles to be chair.

Program Updates

Dispute Settlement Center –Measurable Objectives Report: estimated 30 referrals, received 4, met each component goal with 70% or greater at 100%. Only 3 young people from July last year through December this year, but already has 3 referrals, also receiving referrals from Youth Deflection program which even though they are not going through NC Allies and through JCPC program, we are still getting referrals and we are still able to work with young people and members of the community.

Q: Where are the students coming from? Both school systems or is one more primary than the other?

A: Because it is based on referrals from the Court Counselors, their school information is part of the report but it is not a part of the report that I look at closely enough to know what school systems they are coming from because it does not seem to matter what school system they are coming from because also a lot of these referrals are things that happen outside of the school buildings; harms that were done within the community but not necessarily within the school buildings.

Q: Can you share with us what is being referred? Like what kind of criminal activity?

A: Usually it's someone who has not gotten into a whole lot of trouble and usually for a minor infraction. It is a variety of things but usually things that the Court Counselors think can be handled through restorative process where the young person takes responsibility for what they did and they are able to relay that accountability to anyone that was harmed in the process and then move forward. This is what they look for when sending the referrals to them, is what type of incident would benefit from a restorative and accountability process.

Q: These are only for diverted juveniles?

A: Yes.

Q: Was that for 2021?

A: This is for July through December of 2021

Q: Do you take referrals for more serious offences?

A: We do. Currently waiting for one referral, it's after the young person has been through all of their court process but there is still some harm in the community that could benefit from the restorative process, we get them as referrals but will take them along the way if there is a need to address harm between two parties.

Q: Is the program agreement setup up so that you can only take referrals from Juvenile Justice?

A: We get referrals from the Youth Deflection program but the only ones that go into NCALLIES are the ones we get from the Court Counselors.

Q: Is that because your program agreement says that you only take referrals from Juvenile Justice? I think you can use the funding for other at risk populations unless your program agreement says that.

A: I will follow up with Val, but it's my understanding that the report is only based off what we enter into NCALLIES, but we do get referrals from other places.

Susan Worley reports she has been talking to Tami and Toshina about it; Toshina says yes they do, but I think it's something worth exploring.

Toshina Wiggins will have the person with the Dispute Settlement Center to review the program agreement but you should be able to accept or enter the information in NCALLIES because you serving at risk and kids who are involved in Juvenile Justice so it should not be an issue but will check into it more. Youth Deflection program provides an opportunity to stay out of the "system", we are serving them outside of court and in the community. With Dispute Settlement Center, they get funds from more than JCPC, in an effort to keep the kids out of the court system and to keep documentation of them out of the system that was the choice to not enter them into NCALLIES database.

Toshina states that it is for program tracking purposes, tracking who they are serving as part of their agreement to serve at risk kids. So if you are referring to them, then they would need to enter that into NCALLIES for their tracking purposes.

The Exchange Club – Group numbers low, still struggling, estimated to serve 16, serving 0 as no referrals have been received. In-home estimated to serve 10, serving 5. Terminated 3, we may have to go back and do some training with the staff member to make sure he is scoring correctly.

Volunteers for Youth – Both Teen Court and Community Service have exceeded or met the objectives. Still behind on numbers of kids being served, numbers lower than anticipated.

Wrenn House – Estimated to serve 10, actual served 1. Either due to Covid or there hasn't been a need. Met goals at 100%, will continue screening, process still the same.

Q: Are we in line with other counties with respect to low numbers for the programs?

A: Yes, statewide numbers are showing low on these reports due to Covid. It is still definitely a challenge with programing. However still having those conversations with the programs to continue to engage partners and being creative with the programing to serve children and families the best way that they can.

JJ Data Update

December –7 juveniles at intake; 14 delinquent complaints; 0 undisciplined complaints; 3 school based complaints; 7 complaints approved for court; 6 complaints diverted; 0 complaints closed; 2 juveniles placed in detention for 12 days; 0 days used at Wrenn House; and 0 YDC admissions.

January – 10 juveniles at intake; 19 delinquent complaints; 0 undisciplined complaints; 6 school based complaints; 12 complaints approved for court; 0 complaints diverted; 0 complaints closed; 1 juvenile placed in detention for 31 days; 0 days used at Wrenn House; and 0 YDC admissions.

Q: Are the total number of complaints stable or have they gone down during Covid?

A: As you can see on the reports, they have gone down in the 6 months reported, picked up in numbers in October and November, school complains have been really low during Covid but other complaints were coming in, in the community.

Q: Any recollection as to what the schools the complaints are coming from?

A: I think it is more Orange County.

Q: Trend data is always helpful but maybe not so much due to looking at Raise the Age. Wonder if there is any way to look at 16-18 compared to 16 and under to look at trend data to see if any of that is going down? Also, is there any way to see what the top reasons for DJJ involvement and referrals are?

A: Some we had more of in January: affrays, several simple assaults, arson, couple injury to personal property, breaking and entering of motor vehicle. About the age, I would have to check. I would have to put in a request for approval to have the data broken down. It may not be something so easily gathered each month but will check into what I can find. System does not separate raise the age because they are all our kids now.

Q: Looks like numbers are random, however big jump in September. Wondering if because numbers to diversion are low? Are total complaints down and that is why we have fewer to divert? Or are the types of complaints more serious, therefore cannot be diverted? If we could see from the past couple years compared to this year then it would be clearer.

A: Will compare previous years stats. Also, many are too serious to be diverted.

Q: I think another good thing to track would be how many juvenile cases are moving to adult superior court.

A: 16-17 year olds with A-G are automatic transfers but now the DA can chose discretion on certain offenses to keep in juvenile court.

Consultant Update

Third Quarter Accounting is coming due; email will sent later this month notifying program providers that it will be available in NCALLIES March 1st. Providers and JCPC admin can start reviewing budgets now to prepare to determine if a program revision is needed. If funds are not being utilized, it can be transferred to another JCPC funded program provider within the county who maybe in need of those funds. Also, notifications for discretionary finds are tentatively scheduled to go out March 7th with specific instructions for applications. Submission deadline March 15th. DPS JCPC policy is currently being edited by policy committee and feedback from JCPC program providers and local partners will be requested sometime next month.

Q: Has there been any information on changes to JCPC fund allocations?

A: No, not at this time, everything remains the same.

Announcements-

Carol McClelland: Freedom House Recovery Center has been the recipient of SAMHSA (Substance Abuse Mental Health Services Administration) grant called CCBHC. It is a two year grant targeted to provide services for people and families that don't have another way to access services, don't qualify for state funding, don't qualify for Medicaid, and/or don't have insurance. There has been challenges with kids with really high copays so services were unavailable or they had huge deductibles. This funding allows Freedom House to be able to provide services. Part of the agreement is help the individual get "attached" to a provider that is in network with their Health plan.

Also, Hiring for a Licensed Clinician in Mental Health who can work with kids!

Q: Does this include those that maybe undocumented?

A: It does! However, the difficult part will be needing interpreters possibly for groups. We cannot provide translation for just one individual but if we have multiples we can possibly do a group of all one language with an interpreter.

Amanda Farris: sent last two years of data to Rebekah Rapoza to share with everyone, reminding data is not exactly the same as there were some system changes.

Tami Pfeifer: With regards to Risks and Needs Committee, speaking about encouraging new providers to apply, reached out to Youth Build in Durham. Unfortunately, they then canceled opportunity to present to JCPC. Project Build is a National Gang Intervention Model, funded in Durham County by county dollars, so they cannot provide services to another county. A staffer has reached out and stated he would like to provide such services in Orange but would not be able to through Durham County funds. How do we continue to vary services and address the needs of groups of young with more serious charges?

Q: Why did they decide not to pursue the opportunity to present?

A: Due to being funded through Durham County, they cannot come into Orange County providing the same services. Youth/Project Build is a National Gang Intervention Model. They have a program supervisor, a team lead, outreach workers, going to kids' homes, responding to crisis, going to schools, connecting kids to sports and activities on campus, weekly educational/therapeutic group, programing for spring break, fall and summer.

Q: Is there an organization who is already getting funds from JCPC who can expand and provide services to these "already involved" youth. Possibly trauma focused counseling? Or the mentoring program with the Exchange Club, currently only in Alamance?

Q: Is there a connection with re-entry team for something like this? Suggests possibly going to a County Commissioner for discretionary funds; must put together an "ask" explaining the situation.

Q: Has RSN (Reintegration Support Network) been encouraged to apply for JCPC funding? Maybe some of these providers don't know this is what we are looking for or what we need?

Carol McClelland agrees RSN maybe a good match. They have a mentoring program already in place. Sharon Hinton asks Tami Pfeifer to speak to RSN leaders. Tami agrees.

Amy Fowler recommends having a conversation with schools to figure out the specific gaps that are actually needed.

Lateef Mitchell states the schools have after school programs and extra time with teachers but you don't see people coming into the school or having the capacity or being connected with programs that provide tutoring. Also with Covid, there is much inconsistency with children being in school, sometimes virtual and sometimes in person, which is one reason to look for a different program for tutoring or mentoring.

Susan Worley states they did a survey for Social Workers in Orange County Schools asking how many kids at the school would benefit from mentoring and the response, "a whole lot", was overwhelming. Mentions they are planning to incorporate some form of mentoring into their RFP for kids that participate in Teen Court and Community Service, most likely group mentoring. Groups of kids will meet with people who have shared and lived experiences.

Donna King: N-95 masks are coming into the community through different organizations so folks just need to listen out. Pharmacies are receiving federal allocations, you must go in to pick up. Senior Centers also have them. Recommends everyone get their booster shot, wash hands, social distance, masking, do not be in crowds. Vaccination and Information Call Center 919-913-8088. Check CDC info on storing and reusing respirator masks. You can also double up with a surgical and cloth mask over.

Upcoming Meeting:

JCPC Meeting – April 1 @ 12pm

Virtual Zoom Meeting

**Orange County Juvenile Crime Prevention Council Special Meeting
Friday, March 18, 2022 (9:30am – 10:00am)
Virtual Zoom Meeting**

Proposed Minutes

Attendees: **Sharron Hinton, Amanda Farris, Amy Fowler, Tami Pfeifer, Crista Collazo, Bernard Miles, Charlos Banks**, Kayla Merkel, Kelsey Mosley, Val Hanson, Lateef Mitchell, Susan Worley, Eddie Crews, Toshina Wiggins, Rebekah Rapoza (***Members in bold**)

Welcome

The meeting opened with a welcome from Chair, Sharron Hinton.

JCPC Business

Funding Committee – This meeting was asked for by the Funding Committee after their review of the applications submitted in response to the RFP. There was one program type in particular, emergency shelter, for which no application was received and that had been identified as a needed service by the Risk and Needs Committee. After consultation with Toshina Wiggins, the Funding Committee is recommending to the JCPC that the RFP be re-advertised in its entirety for another 30 days. All applications received during the previous RFP advertisement period are still under consideration and those agencies/programs need not reapply.

If the JCPC votes in favor of re-advertising, there will need to be another special meeting, probably sometime in May. Since this JCPC meets every other month in the even months, the timing falls between meeting months, and with the timeline for the Annual Plan and Certification, we'd need to meet as soon as possible and not wait until the June meeting.

Discussion:

Eddie Crews (temporary Area Consultant after Toshina Wiggins departure): The JCPC certainly has the option to re-advertise the RFP in its entirety but can also specifically advertise specifically for emergency shelter care and be working on the other applications that have been received in the meantime. The JCPC would decide how much to set aside for emergency shelter care and advertise a new RFP only for that amount and that particular services.

Q: How much funding is left after the current requests? Is there enough funding left for what an emergency shelter may need to operate?

A: The requests received were more than what was allocated for the county.

Amanda Farris wonders how difficult will it be to make decisions on currently submitted programs while holding aside funds for emergency shelter. And how do we decide how much funding to hold aside?

Bernard Miles (Funding Committee Chair) agrees that it will be difficult and complicated.

Sharron Hinton agrees that we don't know how much the request for emergency shelter would be until after the RFP closes and the application has been submitted.

Bernard Miles suggests that while it may cost more time in the long run, it may be better to keep all applications together and review at the same time.

Sharron Hinton reminds that the JCPC would have to keep everything on track once the applications are received – Funding Committee meet to make decision on recommendations and JCPC needs to meet again under a special meeting to vote.

Eddie Crews mentions that if the RFP is reposted for all programs, just be aware that additional applications may be received for program types for which you already have addressed the need through the prior RFP.

Q: Can we open the RFP for another 30 days just for emergency shelter services and do the review of all after the second one closes?

A: Yes. That is an option. The only tricky part would be the amount you'd want to put on the RFP.

Amanda Farris points out that even with holding the already received applications until the second closes, we are still stuck with the issue of trying to determine how much to take out to advertise just for emergency shelter services.

Q: Can we determine how much funding they received for this current fiscal year?

A: (Eddie Crews pulls up initial program agreement) They received \$16,475 in JCPC funds and \$4,942 in county cash match, and \$19,579 in local cash. They had a couple budget revisions this year due to unallocated funds for renovation purposes.

Amy Fowler states that it seems like we should go with a number similar to their initial budget request.

Sharron Hinton summarizes the options before the JCPC: 1) move forward with re-advertising everything or 2) hold what has been received and only advertise for the emergency shelter services, deciding on amount to advertise just for that program type.

Crista Collazo mentions that she had been trying hard to get an agency to submit an application for mentoring services. The folks she spoke with are in Chapel Hill and missed the deadline. While it seems like the easiest thing to do would be to advertise just for emergency shelter services, she thinks that if the RFP was re-advertised in its entirety that the organization would probably apply if they knew they had 30 more days.

Sharron Hinton agrees that is a benefit of re-advertising everything is that you can capture those agencies who may have found out too late and offer other needed services. She asked if anyone would like to a motion for either proposal.

Crista Collazo motioned to re-advertise the RFP in its entirety for another 30 days and was seconded by Amy Fowler.

Q: Is there a way to notify the applicants who already applied that they do not need to reapply?

A: An email will be sent to those applicants to let them know.

Motion passed unanimously.

**Orange County Juvenile Crime Prevention Council Meeting
Friday, April 1, 2022 (12:00noon – 2:00pm)
Virtual Zoom Meeting**

Proposed Minutes

Attendees: **Sharron Hinton, Carol McClelland, Tami Pfeifer, Amanda Farris, Amy Fowler, Bernard Miles, Gayane Chambless, Tina Sykes, Joy Clark, Susan Worley, Pamela Weiden, Lateef Mitchell, LaDanna Strong, Jon Berkeley, Kayla Merkel, Megan Raymond, Val Hanson, Patricia Cardoso, Eddie Crews, Rebekah Rapoza (*Members in bold)**

Absent: Sherita Cobb, Crista Collazo, Blair Nell, Donna King, Charlos Banks

Excused: Luke Dennis, Hathaway Pendergrass

Welcome

The meeting opened with a welcome from Chair, Sharron Hinton and introductions.

Minutes Review and Approval

The Council reviewed the minutes from February 2022. Gayane Chambless motioned for minutes to be approved and was seconded by Amy Fowler. Motion carried unanimously.

The Council reviewed the minutes from March 2022. Amy Fowler motioned for minutes to be approved and was seconded by Carol McClelland. Gayane Chambless abstained from voting since she wasn't present at the meeting. Motion carried.

JCPC Business

Nominating Committee –

Q: Can someone who already holds chair be on the Nomination Committee?

A: No, unless there is something specifically written in the bylaws that will not preclude you from that.

Carol McClelland and Sharon Hinton offer to join the Nominating Committee.

Membership Review – Several positions are open: School Superintendent or designee, Chief of Police or designee, Director Local Management Entity/Managed Care Organization (LME/MCO), or designee, Member of the Faith Community, 2 young people under the age of 21, Representative from Parks and Recreation, also some County Commissioner appointees.

Q: Cardinal should switch over to Alliance?

A: Yes

Q: Do we know who the Alliance Community person is?

A: Amy Fowler will reach out to Rob Robinson or Veronica for direction.

Q: When it comes to the Faith Community, have we ever had representation? If so, do we remember what community and does anybody have any recommendations?

A: There has been a local Pastor from Hillsborough, Pastor Kysha Thompson. Sharon Hinton will reach out to her to see if she is interested.

Sharon Hinton requests Carol McClelland and herself review the open positions and requests if any attendees have recommendations to please pass information along to them.

It is mentioned that Student Community Support Liaison has served in the past, Lateef Mitchell.

The members speak of moving Charlos Banks back under “School Superintendent or designee” due to Sherita Cobb departure as she was moved to other designation as it is only allowable to have one person per listing.

Gayne Chambless mentioned she would like to have both school systems listed under JCPC, suggests the team reach out to them. Sharon Hinton agrees.

Lateef Mitchell mentions he would be happy to fill the “Interest for at Risk Youth” position.

Continuum of Services Review – Rebekah Rapoza presents Continuum of Services.

It is mentioned that RSN is not listed. Program will be added under “Structured Activities” with arrow indicating Youth at Greatest Risk through Post Release.

Q: Does Josh’s Hope-Tools for Hope work not just with All Youth but through Pre Adjudicated? They are specific to youth with mental health or substance use.

A: Sharon Hinton advises we will reach out to them and confirm the scope of their services.

Q: Do we have Communities in Schools in Orange County or Chapel Hill, they are on the list?

A: Communities in Schools is different in Orange County from what Communities in Schools is nationally or statewide.

Q: Do they still do afterschool programing at the Middle Schools?

A: Yes

Kayla-AMI Kids, mentions for the clinical treatment where they are listed, they can serve PRS youth also and Pre-adjudicated youth with state approval.

Q: Under “Clinical Services” there is mental health services listed but is substance abuse services anywhere on the list? Suggests adding “SU” to the “MH” listed to cover both services. Also suggestion to add “MH” to the “Substance Abuse” listed under “Assessments” as well.

Q: The organization “Grow Your World”, do they focus on all youth?

A: They do tutoring and social recreational. They actually do tutoring after 6, so this can be 2 categories.

Westcare Residential for girls can be removed and Eckerd Residential is not just for males. Eckerd took over Westcare.

Boomerang is not anywhere on the list. They do structured activities and after school activities.

Program Updates

Dispute Settlement Center –Val Hanson, worked with 9 youth so far, all males. Ranging from threats of mass violence on school property, 2 larceny charges, 3 assaults, and communicating threats.

Acknowledges “threats of mass violence” is very scary, all three were very young, early middle school, 12-13 year olds, and every case was a matter of saying something incredibly impulsive followed with extreme regret.

We are doing a lot of community work, started hosting listening circles, trainings with teachers, different work with different organizations. We work a lot with youth in communities but we also support community organizations with restorative practices, so please reach out if there is ever a need.

The Exchange Club –LaDanna Strong, still trying to run our program, currently 3 open referrals, one new referral this month, finally found an open location to start doing groups, hoping to get that going soon. Cannot remember name, but Sarah church has agreed to allow them to use facility to hold group.

Volunteers for Youth – Susan Worley- seeing a real pick up in numbers of referrals coming in. As of April 11th Teen Court is back in the Court House.

Wrenn House –Patricia Cardoso-still same place as last month numbers wise, 2 youth for a total of 10 days, low by comparison to last fiscal year, not sure what is driving that but reminding that there is open beds. All flooring has been replaced on first floor also all bathrooms have been redone so house looks wonderful.

JJ Data Update

January – 10 juveniles at intake; 19 delinquent complaints; 0 undisciplined complaints; 6 school based complaints; 12 complaints approved for court; 0 complaints diverted; 0 complaints closed; 1 juvenile placed in detention for 31 days; 0 days used at Wrenn House; and 0 YDC admissions.

February – 14 juveniles at intake; 21 delinquent complaints; 0 undisciplined complaints; 10 school based complaints; 13 complaints approved for court; 7 complaints diverted; 1 complaint closed; 1 juvenile placed in detention for 2 days; 0 days used at Wrenn House; and 0 YDC admissions.

Q: Could information be separated out to differentiate Orange County and Chapel Hill?

A: Yes, Eddie Crews can separate out by school, please send specific requests to Amanda and she will forward to Eddie. Keeping in mind, this can only be done quarterly or every 6 months.

Val Hanson clarifies, she was more concerned about figuring out if schools are handling issues more in-house rather than referring to programs.

Amy Fowler, previously being a school board member for Chapel Hill/Carrboro city schools, they were contemplating discontinuing the SROs and were making a concerted effort to take care of discipline issues in-house and with more rehabilitative rather than punitive measures while also trying to prevent suspensions.

Consultant Update

New from Raleigh staff meeting, gun violence is being talked about a lot. Orange County is not too bad, Durham County is concerning. Just a reminder to watch the gun violence issues and hopefully have some programs that can step in and address that, whether prevention or intervention. Been working with Justice and Public Safety Subcommittee, trying to get some more money for those programs. Still struggling with the amount of kids in detention, also having staffing issues, 37% vacancy rate in some departments.

Bernard Miles mentions, Orange County numbers may not be as high as others, but our kids are indirectly exposed, having contact with others that are engaging in violent activities. Just a reminder that because it does not show in our numbers, some of our residents are struggling with those traumatic events as well. Also reminds of the lack of consistency in school based mental health care as there is such a high turnaround in clinicians.

Announcements

Funding committee has agreed to meet on May 4th, they will be reviewing all of the funding applications. JCPC will need to have a special meeting again in May to accept the funding committee recommendations as well as approve the slate of memberships and approve the officers that will be proposed in May as well so that all the information can be provided to the Commissioners for their June meeting. May 9th or 10th are the best dates available. Please respond with your availability on those dates. Next meeting scheduled for June 3rd.

**Orange County Juvenile Crime Prevention Council Special Meeting
Friday, May 9, 2022 (10:00am – 10:30am)
Virtual Zoom Meeting**

Proposed Minutes

Attendees: Sharron Hinton, Carol McClelland, Bernard Miles, Gayane Chambless, Tina Sykes, Charlos Banks, Amanda Farris, Cait Fenhagen, Susan Worley, Joy Clark, Kelsey Mosley, Lateef Mitchell, LaDanna Strong, Sarah Black, Eric Johnson, Eddie Crews, Rebekah Rapoza (*Members in bold)

Welcome

The meeting opened with a welcome from Chair, Sharron Hinton.

JCPC Business

Funding Committee – The Funding Committee met on May 4, 2022 to hear presentations from agencies who have applied for FY 22-23 JCPC funding. After presentations, the committee decided on funding recommendations that will now be presented to the Council for discussion and vote.

JCPC Admin is being recommended for funding in the amount \$7,879.

Dispute Settlement Center is being recommended for funding in the amount of \$58,000.

Exchange Club's Family Center is being recommended for funding in the amount of \$60,760.

Fathers on the Move is not be recommended for funding.

Reintegration Support Network is being recommended for funding in the amount of \$61,627.

Volunteers for Youth (Community Service/Restitution) is being recommended for funding in the amount of \$84,730.

Volunteers for Youth (Teen Court) is being recommended for funding the amount of \$69,625.

Wrenn House is being recommended for funding in the amount of \$16,475.

Discussion:

Q: What is the work that Reintegration Support Network will do with juveniles?

A: They will be providing mentoring and peer support.

Q: Why wasn't Fathers on the Move recommended for funding?

A: There were some aspects of their application and program that needed additional enhancement and support. We hope that during the upcoming fiscal year those areas can be strengthened and we can see a stronger application for the next fiscal year.

Vote:

Bernard Miles made a motion for JCPC Admin to be funded at \$7,879 and was seconded by Carol McClelland. Motion carried unanimously.

Gayane Chambless made a motion for Dispute Settlement Center to be funded at \$58,000 and was seconded by Carol McClelland. Motion carried unanimously.

Charlos Banks made a motion for Exchange Club's Family Center to be funded at \$60,760 and was seconded by Bernard Miles. Motion carried unanimously.

Amanda Farris made a motion that Fathers on the Move not receive funding and was seconded by Sharron Hinton. Motion carried unanimously.

Gayane Chambless made a motion for Reintegration Support Network to be funded at \$61,627 and was seconded by Carol McClelland. Motion carried unanimously.

Carol McClelland made a motion for Volunteers for Youth's Community Service and Restitution program to be funded at \$84,730 and was seconded by Charlos Banks. Motion carried unanimously.

Carol McClelland made a motion for Volunteers for Youth's Teen Court program to be funded at \$69,625 and was seconded by Gayane Chambless. Motion carried unanimously.

Bernard Miles made a motion for Wrenn House to be funded at \$16,475 and was seconded by Carol McClelland. Motion carried unanimously.

Juvenile Crime Prevention Council County Plan

Orange County

For FY 2022-2023

Table of Contents

- I. Executive Summary
- II. County Funding Plan
- III. Juvenile Crime Prevention Council Organization
- IV. County Risk and Needs Assessment Summary
- V. Research-Based Program Summary
- VI. County Juvenile Crime Prevention Council Request for Proposals
- VII. Funding Decisions Summary
- VIII. Funded Programs Program Enhancement Plan (PEP). (Add brief program description for any program without a PEP)

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 this County Plan for FY 2022 through FY 2023.

The JCPC has identified the issues and factors which have an influence and impact upon delinquent youth, at-risk youth, and their families in Orange County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

Priorities for Funding: Through a Risk and Needs Assessment and a resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency in Orange County (The list is in no particular order or priorities).

1. Restitution/Community Service
2. Parent/Family Skill Building
3. Interpersonal Skill Building
4. Mentoring
5. Mediation/Conflict Resolution (including School Based)
6. Teen Court
7. Tutoring/Academic Enhancement
8. Temporary Shelter (specifically Emergency Shelter)
9. Substance Abuse Treatment (specifically for the un/underinsured)

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 on an annual basis.

Funding Recommendations: Having published a Request for Proposals for these 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-Community Programs Section Funds to the following Programs in the amounts specified below for FY 2022-2023 (See Orange County JCPC Funding Plan) :

Name of Programs (Type)	Funding Recommendations
Juvenile Community Service and Restitution (Restitution/Community Service)	\$84,730
Mediation/Conflict Resolution (Mediation/Conflict Resolution)	\$58,000
Teen Court (Teen Court)	\$69,625
Trauma Informed Certified Peer Support (Interpersonal Skill Building)	\$61,627
Parent Teen Solutions (Home-Based Family Counseling and Interpersonal Skill Building)	\$60,760
Wrenn House (Runaway Shelter Care)	\$16,475

The JCPC further recommends that the following amount be allocated from the NC Department of Public Safety funds for the administrative costs of the Council for FY 2022-2023: \$7,879.

Respectfully Submitted,



Sharron Hinton, Chair
Orange County Juvenile Crime Prevention Council

June 1, 2022

ORANGE County NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 359,096 Local Match: \$ 181,101 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

								% Non DPS-JCPC Program Revenues
1	Dispute Settlement Center (Mediation/Conflict Resolution)	\$58,000	\$17,400	\$878			\$76,278	24%
2	Exchange Clubs Family Center in Alamance (Parent Teen Solutions)	\$60,760	\$18,228		\$14,929		\$93,917	35%
3	Haven House, Inc. (Wrenn House)	\$16,475	\$4,943	\$23,578			\$44,996	63%
4	Reintegration Support Network (Trauma-Informed Certified Peer Support)	\$61,627	\$18,488				\$80,115	23%
5	Volunteers for Youth, Inc. (Juvenile Community Service and Restitution)	\$84,730	\$25,419	\$28,205			\$138,354	39%
6	Volunteers for Youth, Inc. (Teen Court)	\$69,625	\$20,888	\$5,782			\$96,295	28%
7	JCPC Administration	\$7,879	\$2,363				\$10,242	23%
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
TOTALS:		\$359,096	\$107,729	\$58,443	\$14,929		\$540,197	34%

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 2022-2023.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

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, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners (Date)
or County Finance Officer

Juvenile Crime Prevention Council Organization

FY 22-23	Name	Organization	Title
Chairperson	Sharron Hinton (interim until elections in Aug)	Orange County Social Services	Human Services Manager
Vice-Chairperson	Carol McClelland (interim until elections in Aug)	Freedom House Recovery Center	Dir. of Outpatient Services
Secretary	Rebekah Rapoza "volunteer position"	Orange County Social Services	Fiscal Operations Manager
Treasurer			
Assessment Committee Chairperson			
Funding Committee Chairperson			

Number of
members for
FY 21-22:

13*-20 *members left during the
year dropping to 13

List meeting dates during the current fiscal year and identify the number of JCPC members in attendance for each.

Meeting Date	Number of Members in Attendance	Quorum Present? Yes/No
8/6/21	10	No
10/1/21	13	Yes
11/5/21* *special meeting	8	Yes
12/3/21	11	Yes
2/4/22	10	Yes
3/18/22* *special meeting	6	Yes
4/1/22	8	Yes
5/9/22* *special meeting	7	Yes
6/3/22	6	No

SUMMARY REPORT OF THE ORANGE COUNTY RISK AND NEEDS ASSESSMENT COMMITTEE

- I. Risk Assessment Summary
- II. Needs Assessment Summary
- III. YASI Summary
- IV. Resource Assessment Summary
- V. Summary of Gaps and Barriers in the Community Continuum
- VI. Proposed Priority Services for Funding

Part I. Risk Assessment Summary

The 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 youth, some of the individual item ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items 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. Please see attached the most updated Risk, Needs, and YASI data.

Orange County Risk Factor Observations: FY 2021-2022

The Risk and Needs Committee met on November 8, 2021 to review the Risk, Needs, and YASI Data. The Risk data includes the review of 86 juveniles for July to December 2020. Orange County risk assessment data reported that 1% were Risk Level 1, 16% were Risk Level 2, 27% were Risk Level 3, 34% were Risk Level 4, and 22% were Risk Level 5.

Risk Assessments Points of Interest:

11% of juveniles were under age 12, a slight decrease from FY 19-20 (14%).

51% of juveniles show having one or more prior referrals at the time of intake, a significant increase from FY 19-20 (39%).

26% of juveniles have a prior class 1-3 misdemeanor as compared to 22% in 19-20; 8% having prior class f-1 felonies or a1 misdemeanors as compared to 5% in 19-20 and A-E Felonies were at 0%.

22% of juveniles had prior assaults, a slight increase from FY 19-20 (20%).

28% of juveniles have run away from home or placement, an increase from FY 19-20 (23%).

* 30% of juveniles have some known substance use and need further assessment, as compared to 18% in FY 19-20. 21% have known substance abuse and need assessment or treatment, as compared to 20% in FY 19-20. **This statistic is possibly underreported.*

61% of juveniles demonstrate moderate to serious behavioral problems in school, a significant decrease from FY 19-20 (74%).

86% 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 significant increase from FY 19-20 (73%).

12% of parents are willing but unable or unwilling to supervise juveniles, which has remained the same as FY 19-20 (12%).

Part II. Needs Assessment Summary

The Risk and Needs Assessment Committee also reviewed data gleaned from the Juvenile Needs Assessment instrument administered by Juvenile Court Counselors prior to court disposition. The Juvenile Needs Assessment is an instrument used to examine a youth's needs in the various domains of his 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).

Orange County Elevated Needs Observations: FY 2020-2021

The Risk and Needs Committee met on November 8, 2021 to review the Risk, Needs, and YASI Data. The Needs data includes the review of 84 juveniles for July to December 2020. Orange County Needs assessment data reported that 50% were low needs, 40% were medium needs, and 10% were high needs.

Needs Assessment Points of Interest:

21% of juveniles report being rejected by positive peers; 53% had some/regular association with delinquent peers and 13% associated with a gang. There were significant increases as compared to FY 19-20 with 13% having gang association as compared to FY 19-20 (6%).

60% of juveniles have moderate to serious school behavior problems, a significant decrease as compared to 72% in FY 19-20.

*51% of juveniles need substance abuse assessment or treatment, a significant increase as compared to 39% in FY 19-20. **This statistic is possibly underreported.*

*25% of juveniles are reported to be abuse victim with support which is higher than the state average 19%, and 10% having NO support which is also higher than the state average 3%. **This statistic is possibly underreported.*

*4% of juveniles were engaged in sexual behaviors with assessment needs not being met; 5% reported dangerous sexual practices and 2% sexually victimized. **This statistic is possibly underreported.*

33% of juveniles need more mental health assessment which is slightly higher than the state at 31%.

*14% of juveniles have domestic discord in the home as compared to 20% in FY 19-20 and 14% of juvenile's experience domestic violence in the home as compared to 10% in FY 19-20. **This statistic is possibly underreported.*

68% of juveniles come from homes where parents/guardians have marginal to inadequate family supervision skills which is significantly higher than the state at 54%

*16% of juveniles have family alcohol/drug abuse in the home, higher than the state average of 11%.

**This statistic is possibly underreported.*

42% of adjudicated juveniles come from homes where family members have criminal history and an additional 5% are under active court supervision or have gang involvement.

Part III. YASI Assessment Summary

The Risk and Needs Assessment Committee reviewed data gleaned from the Juvenile Youth Assessment Screening Instrument (YASI) 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 YASI is an instrument used to show the risks, needs, and strengths of a juvenile, as well as to predict the likelihood of the juvenile being involved in future delinquent behavior. For some youth, some of the individual item ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items, 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. Please see attached the most updated Risk, Needs, and YASI data.

Orange County Risk Factor Observations: FY 2021-2022

The Risk and Needs Committee met on November 8, 2021 to review the Risk, Needs, and YASI Data. The YASI data includes the review of 52 juveniles for January to June 2021. Orange County YASI data reported that 42% were Low Risk, 35% were Moderate Risk, and 23% were High Risk.

YASI Assessments Points of Interest:

31% had prior runaway history and 20% had finding of child neglect, both higher than State average at 23% and 11% respectively.

20% reported family history of SA/alcohol as compared to State average of 17%; 18% family mental health problems as compared to State average of 15%; and 29% family juvenile/criminal involvement as compared to State average of 26%.

10% dropped out of high school, higher than State average of 6%.

19% of youth had school infractions reported, significantly higher than State average of 9%.

31% of youth had some part-day/full-day unexcused absences, significantly higher than State average of 14%.

23% of youth were failing most classes, compared to State average of 18%.

44% of youth reported having delinquent friends, compared to State average of 41%.

48% of youth had alcohol/drug use, higher than State average of 36%.

56% were identified as having mental health problems, significantly higher than State average of 40%.

14% of youth were victims of physical abuse, compared to State average of 9%.

15% were victims of bullying and 12% were victims of assault, compared to State averages of 8% and 7% respectively.

14% of youth displayed a weapon (9% State average), 27% bullied/threatened people (20% State average), 17% destroyed property (14% State average), 33% were assaultive (30% State average), and 8% inflicted serious injury (5% State average).

25% of youth would minimize, deny, and/or justify their actions, compared to State average of 18%.

Part IV. Summary of the Existing Community Resources

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 V. 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 the in-home JCPC funded program 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 VI. 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 youth or those youth most at risk for court involvement are not considered as a priority for JCPC funding.

The Committee proposes that the following services be approved as the funding priorities in no particular order and advertised in the Request for Proposal for FY 2022-2023:

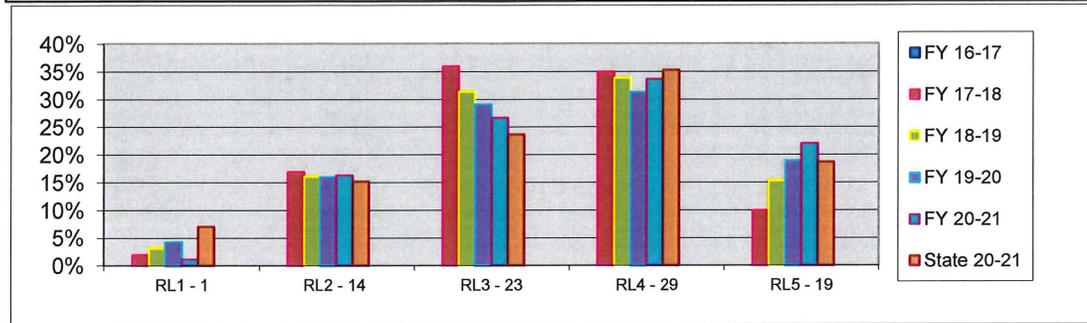
- Restitution/Community Service
- Parent/Family Skill Building
- Individual and Group Counseling, and Substance Abuse Treatment

- Interpersonal Skill Building
- Mentoring
- Mediation/Conflict Resolution
- Teen Court
- Tutoring/Academic Enhancement
- Temporary Shelter Services

RISK ASSESSMENT COMPARISON DATA ORANGE
 Data for 7/1/20-12/31/20 (FY 20-21)

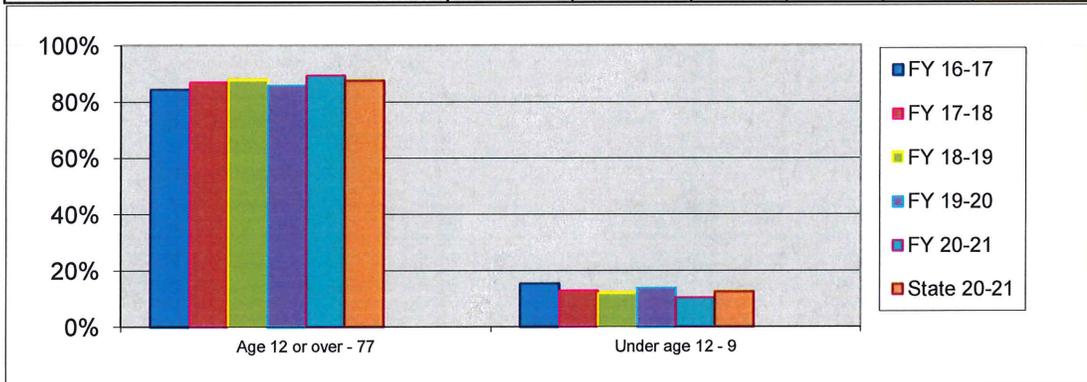
	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
Total Assessments	84	100	124	137	86	8,828

Overall Risk Level	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
RL1 - 1	2%	3%	4%	1%	7%
RL2 - 14	17%	16%	16%	16%	15%
RL3 - 23	36%	31%	29%	27%	24%
RL4 - 29	35%	34%	31%	34%	35%
RL5 - 19	10%	15%	19%	22%	19%



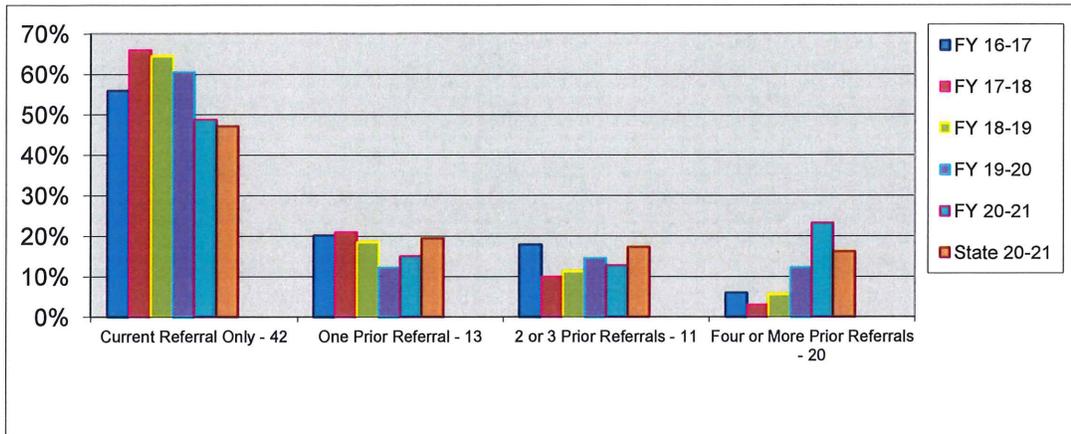
Observations: The risk assessment tool was renormed in April 2016 with new Risk Levels as: R1=Risk Level 1 (0 points), R2=Risk Level 2 (1-2 points), R3=Risk Level 3 (3-5 points), R4=Risk Level 4 (6-12 points) and R5=Risk Level 5(13+ points)

R1 - Age When First Delinquent Offense Alleg	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
Age 12 or over - 77	85%	87%	88%	86%	90%	88%
Under age 12 - 9	16%	13%	12%	14%	11%	13%



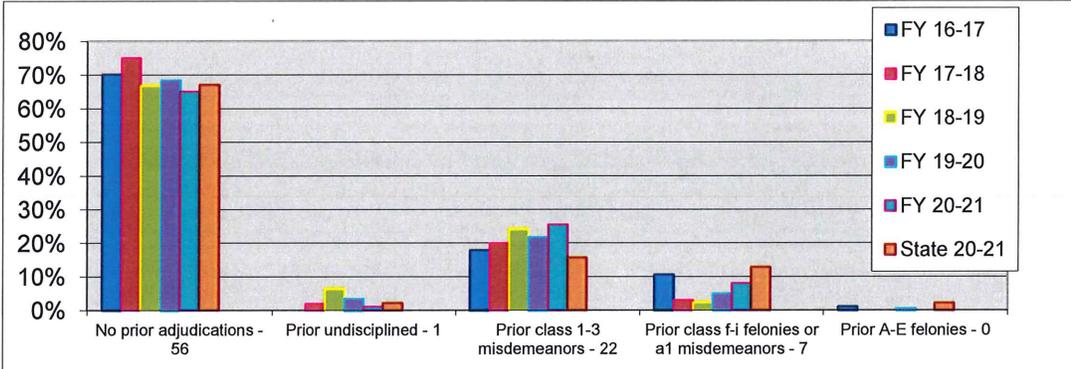
Observations:

R2 - Number of Undisciplined or Delinquent Referrals at Intake	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
Current Referral Only - 42	56%	66%	65%	61%	49%	47%
One Prior Referral - 13	20%	21%	19%	12%	15%	19%
2 or 3 Prior Referrals - 11	18%	10%	11%	15%	13%	17%
Four or More Prior Referrals - 20	6%	3%	6%	12%	23%	16%



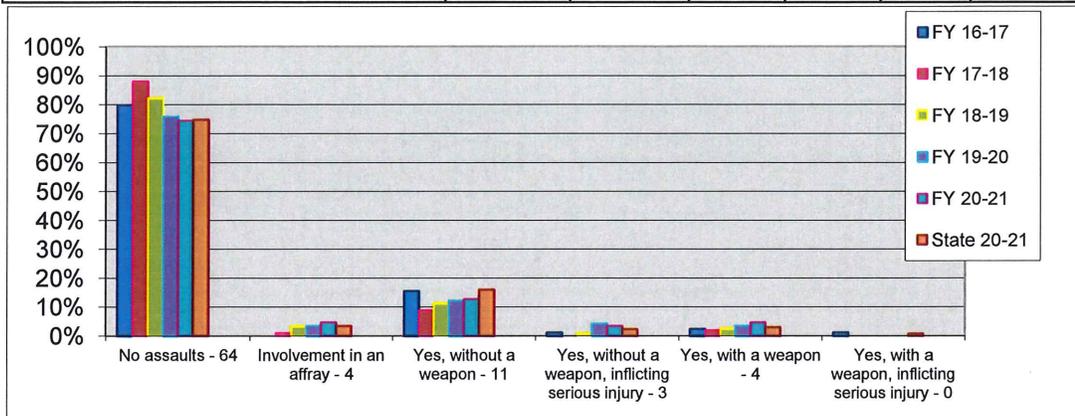
Observations: Referrals are instances of complaints coming through the Intake Process.

R3 - Most Serious Prior Adjudication	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
No prior adjudications - 56	70%	75%	67%	69%	65%	67%
Prior undisciplined - 1	0%	2%	6%	4%	1%	2%
Prior class 1-3 misdemeanors - 22	18%	20%	24%	22%	26%	16%
Prior class f-i felonies or a1 misdemeanors - 7	11%	3%	2%	5%	8%	13%
Prior A-E felonies - 0	1%	0%	0%	1%	0%	2%



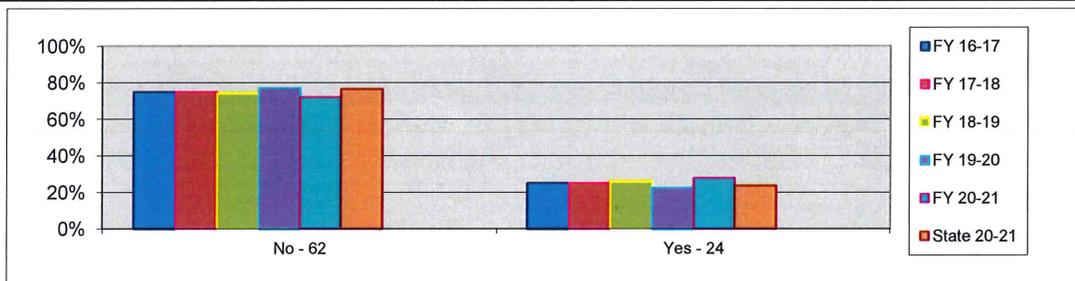
Observations:

R4 - Prior Assaults	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
No assaults - 64	80%	88%	82%	76%	74%	75%
Involvement in an affray - 4	0%	1%	3%	4%	5%	3%
Yes, without a weapon - 11	16%	9%	11%	12%	13%	16%
Yes, without a weapon, inflicting serious injury - 3	1%	0%	1%	4%	4%	2%
Yes, with a weapon - 4	2%	2%	2%	4%	5%	3%
Yes, with a weapon, inflicting serious injury - 0	1%	0%	0%	0%	0%	1%



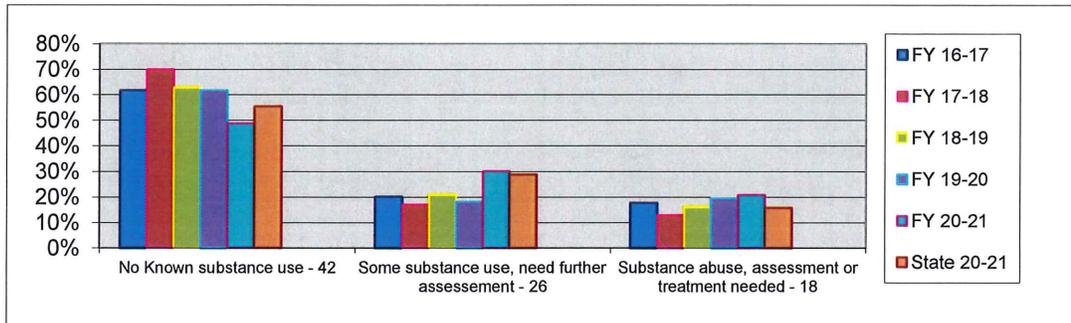
Observations: Any assaultive behavior, whether physical or sexual, with or without a weapon as evidenced by a prior delinquent complaint.

R5 - Runaway from Home or Placement	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
No - 62	75%	75%	74%	77%	72%	76%
Yes - 24	25%	25%	26%	23%	28%	24%



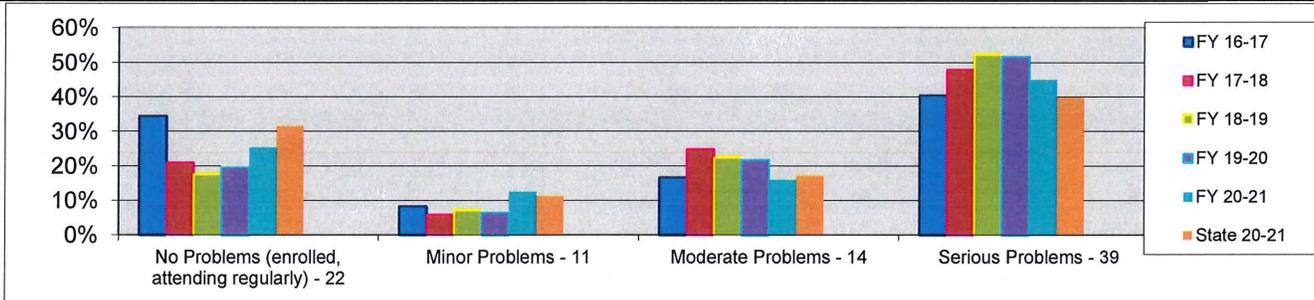
Observations: Absconding from home or placement, whereabouts are unknown, and not returning within 24-hours.

R6 - Known Use of Alcohol or Illegal Drugs (prior 12 months)	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
No Known substance use - 42	62%	70%	63%	62%	49%	55%
Some substance use, need further assessment - 26	20%	17%	21%	18%	30%	29%
Substance abuse, assessment or treatment needed - 18	18%	13%	16%	20%	21%	16%



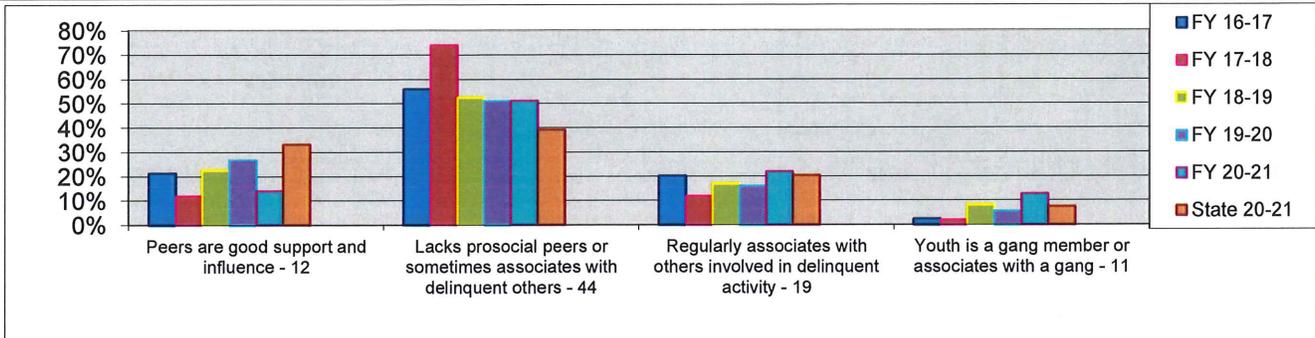
Observations:

R7 - School Behavior Problems (prior 12 months)	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
No Problems (enrolled, attending regularly) - 22	35%	21%	18%	20%	26%	32%
Minor Problems - 11	8%	6%	7%	7%	13%	11%
Moderate Problems - 14	17%	25%	23%	22%	16%	17%
Serious Problems - 39	41%	48%	52%	52%	45%	40%



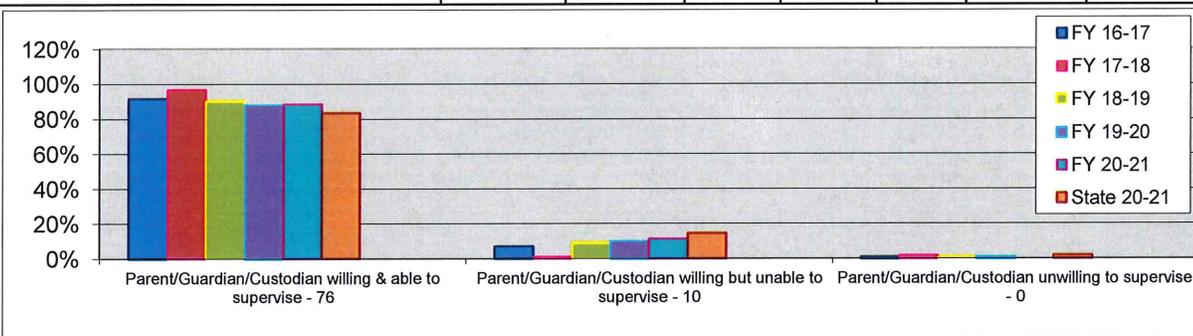
Observations:

R8 - Relationships with Peers	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
Peers are good support and influence - 12	21%	12%	23%	27%	14%	33%
Lacks prosocial peers or sometimes associates with delinquent others - 44	56%	74%	52%	51%	51%	39%
Regularly associates with others involved in delinquent activity - 19	20%	12%	17%	16%	22%	20%
Youth is a gang member or associates with a gang - 11	2%	2%	8%	6%	13%	8%



Observations:

R9 - Parental Supervision	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
Parent/Guardian/Custodian willing & able to supervise - 76	92%	97%	90%	88%	88%	83%
Parent/Guardian/Custodian willing but unable to supervise - 10	7%	1%	9%	10%	12%	15%
Parent/Guardian/Custodian unwilling to supervise - 0	1%	2%	1%	2%	0%	2%

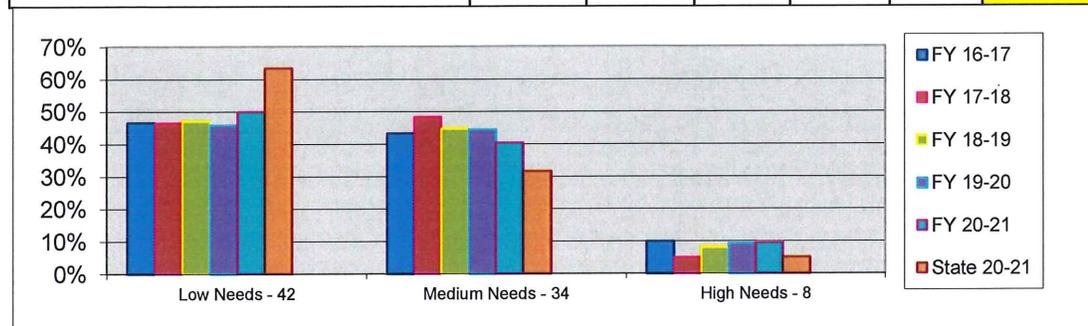


Observations:

NEEDS ASSESSMENT COMPARISON DATA ORANGE
 Data for 7/1/20-12/31/20 (FY 20-21)

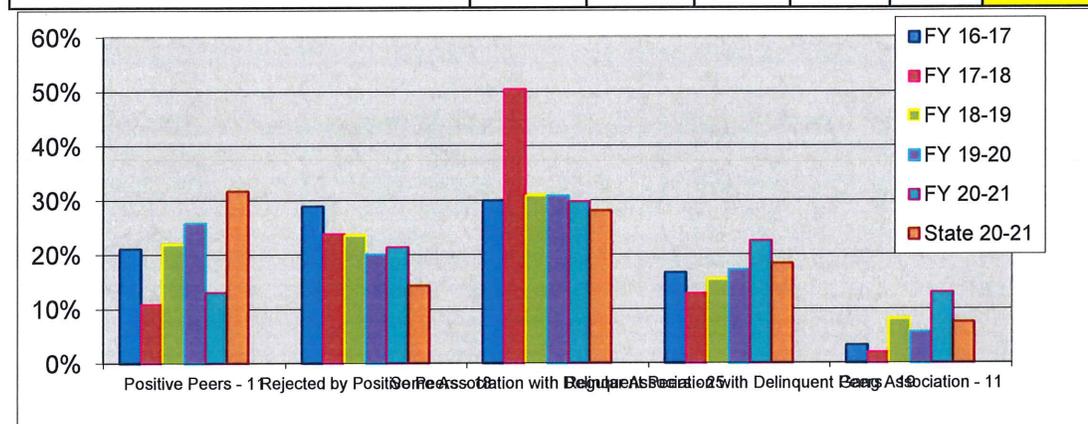
	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
Total Assessments	90	101	123	139	84	8,800

Overall Needs Levels	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
Low Needs - 42	47%	47%	47%	46%	50%	63%
Medium Needs - 34	43%	49%	45%	45%	41%	32%
High Needs - 8	10%	5%	8%	9%	10%	5%



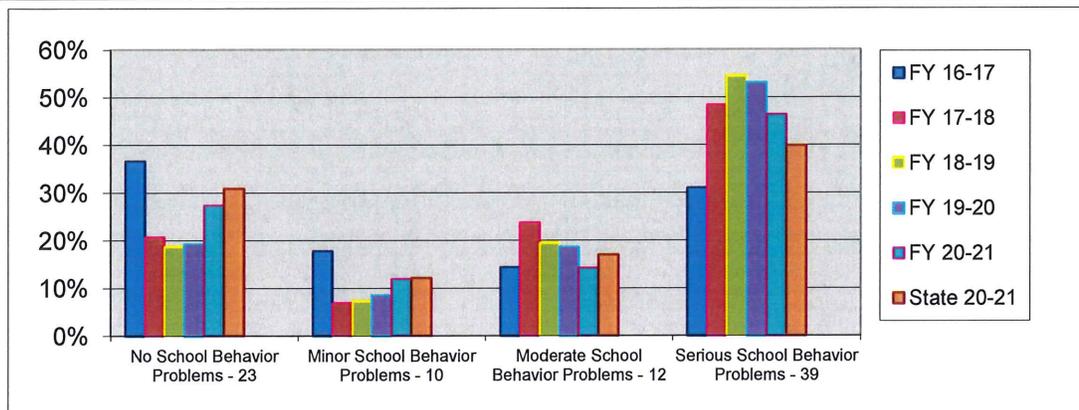
Observations:

Y1 - Peer Relationships	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
Positive Peers - 11	21%	11%	22%	26%	13%	32%
Rejected by Positive Peers - 18	29%	24%	24%	20%	21%	14%
Some Association with Delinquent Peers - 25	30%	51%	31%	31%	30%	28%
Regular Association with Delinquent Peers - 19	17%	13%	15%	17%	23%	18%
Gang Association - 11	3%	2%	8%	6%	13%	8%



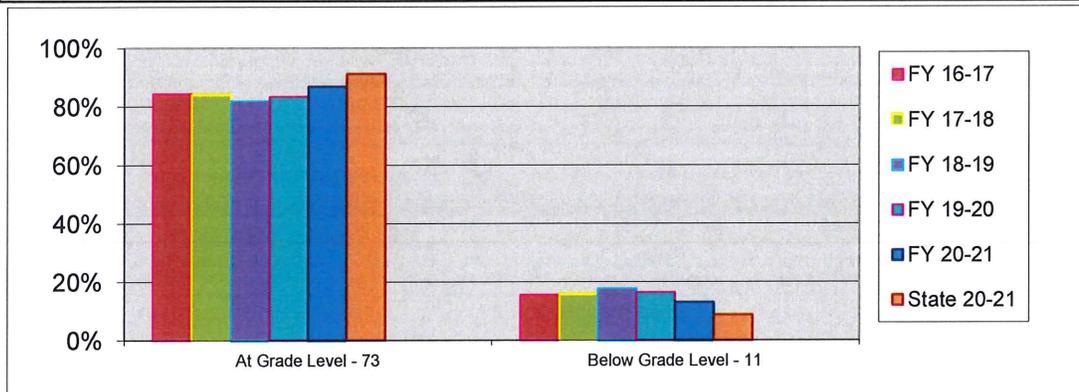
Observations:

Y2 - School Behavior	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
No School Behavior Problems - 23	37%	21%	19%	19%	27%	31%
Minor School Behavior Problems - 10	18%	7%	7%	9%	12%	12%
Moderate School Behavior Problems - 12	14%	24%	20%	19%	14%	17%
Serious School Behavior Problems - 39	31%	49%	54%	53%	46%	40%



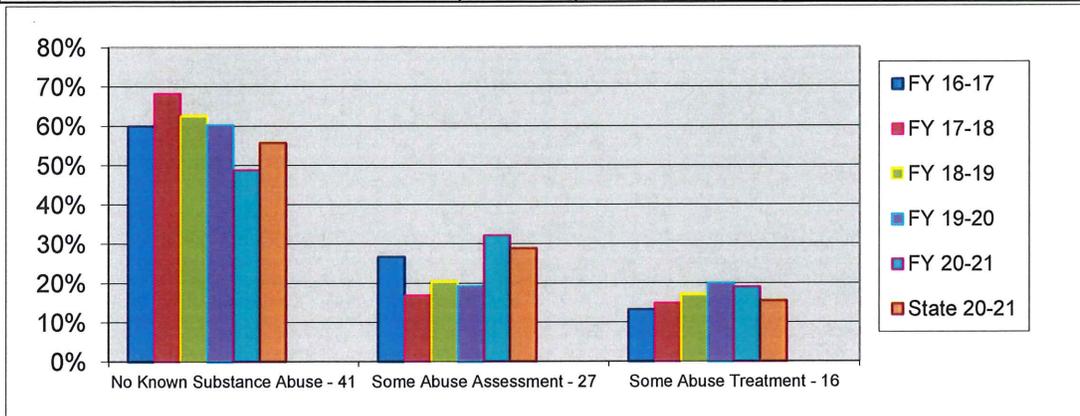
Observations:

Y3 - Academic Functioning	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
At Grade Level - 73	84%	84%	82%	84%	87%	91%
Below Grade Level - 11	16%	16%	18%	17%	13%	9%



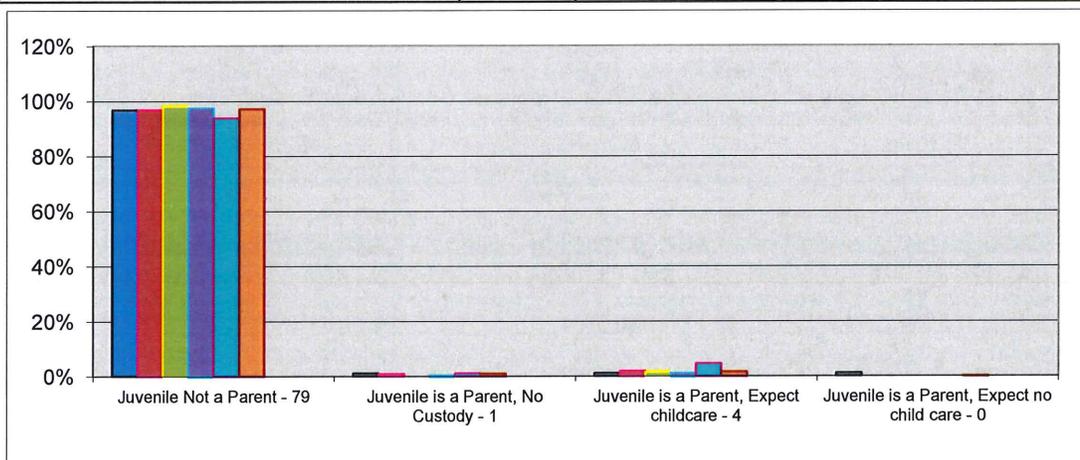
Observations:

Y4 - Substance Abuse	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
No Known Substance Abuse - 41	60%	68%	63%	60%	49%	56%
Some Abuse Assessment - 27	27%	17%	20%	19%	32%	29%
Some Abuse Treatment - 16	13%	15%	17%	20%	19%	16%



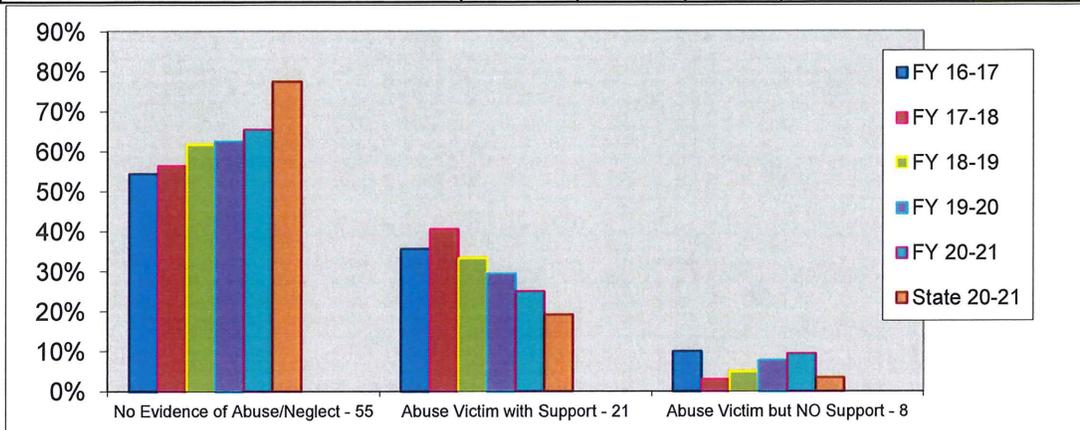
Observations:

Y5 - Juvenile Parental Status	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
Juvenile Not a Parent - 79	97%	97%	98%	98%	94%	97%
Juvenile is a Parent, No Custody - 1	1%	1%	0%	1%	1%	1%
Juvenile is a Parent, Expect childcare - 4	1%	2%	2%	1%	5%	2%
Juvenile is a Parent, Expect no child care - 0	1%	0%	0%	0%	0%	0%



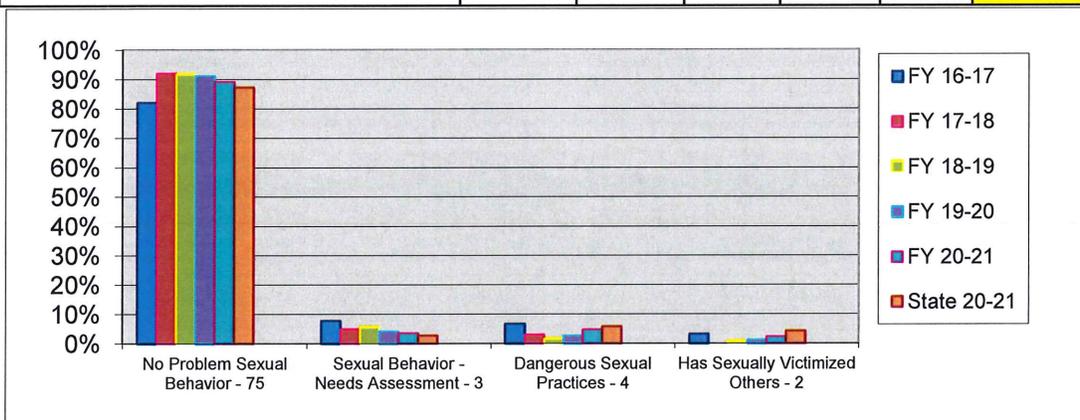
Observations:

Y6 - Abuse Neglect History	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
No Evidence of Abuse/Neglect - 55	54%	56%	62%	63%	66%	78%
Abuse Victim with Support - 21	36%	41%	33%	30%	25%	19%
Abuse Victim but NO Support - 8	10%	3%	5%	8%	10%	3%



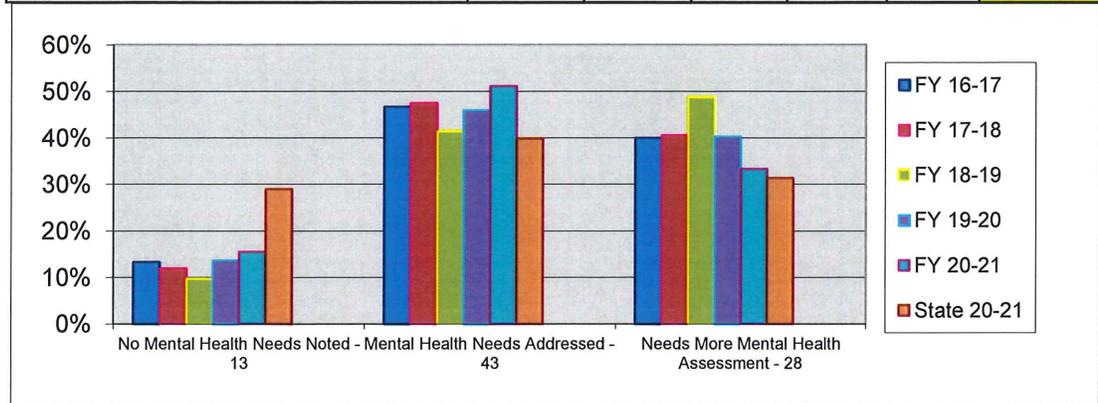
Observations:

Y7 - Sexual Behaviors	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
No Problem Sexual Behavior - 75	82%	92%	92%	91%	89%	87%
Sexual Behavior - Needs Assessment - 3	8%	5%	6%	4%	4%	3%
Dangerous Sexual Practices - 4	7%	3%	2%	3%	5%	6%
Has Sexually Victimized Others - 2	3%	0%	1%	1%	2%	4%



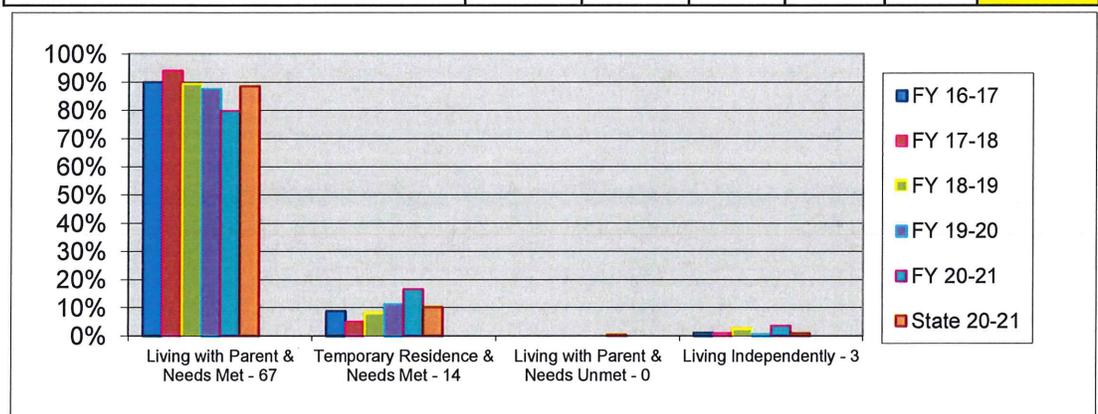
Observations:

Y8 - Mental Health Needs	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
No Mental Health Needs Noted - 13	13%	12%	10%	14%	16%	29%
Mental Health Needs Addressed - 43	47%	48%	41%	46%	51%	40%
Needs More Mental Health Assessment - 28	40%	41%	49%	40%	33%	31%



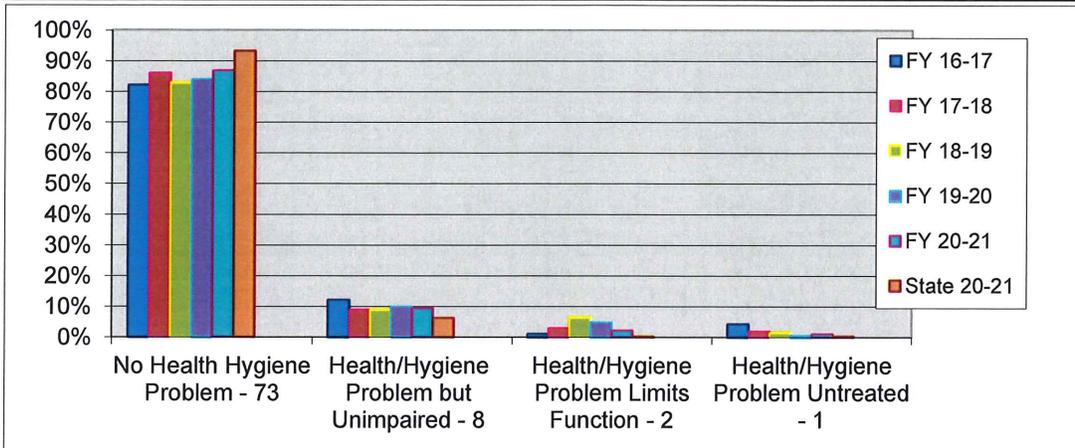
Observations:

Y9 - Basic Needs/Living	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
Living with Parent & Needs Met - 67	90%	94%	89%	88%	80%	89%
Temporary Residence & Needs Met - 14	9%	5%	8%	12%	17%	10%
Living with Parent & Needs Unmet - 0	0%	0%	0%	0%	0%	0%
Living Independently - 3	1%	1%	2%	1%	4%	1%



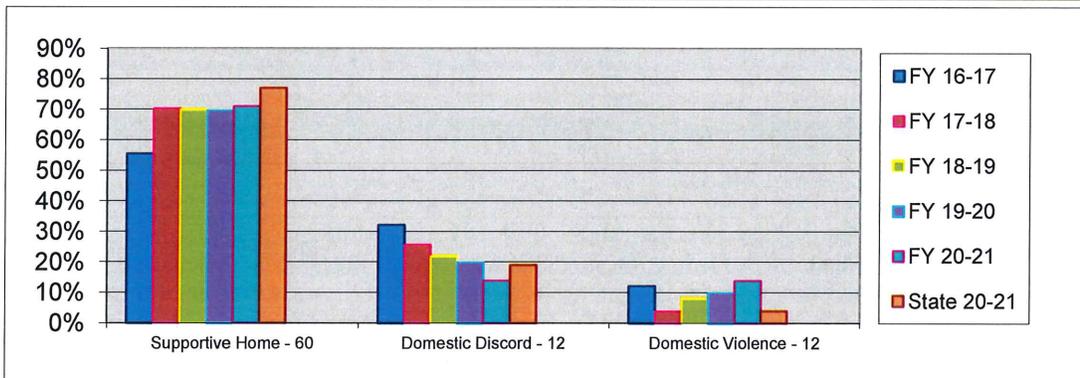
Observations:

Y10 - Health/Hygiene	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
No Health Hygiene Problem - 73	82%	86%	83%	84%	87%	93%
Health/Hygiene Problem but Unimpaired - 8	12%	9%	9%	10%	10%	6%
Health/Hygiene Problem Limits Function - 2	1%	3%	7%	5%	2%	0%
Health/Hygiene Problem Untreated - 1	4%	2%	2%	1%	1%	0%



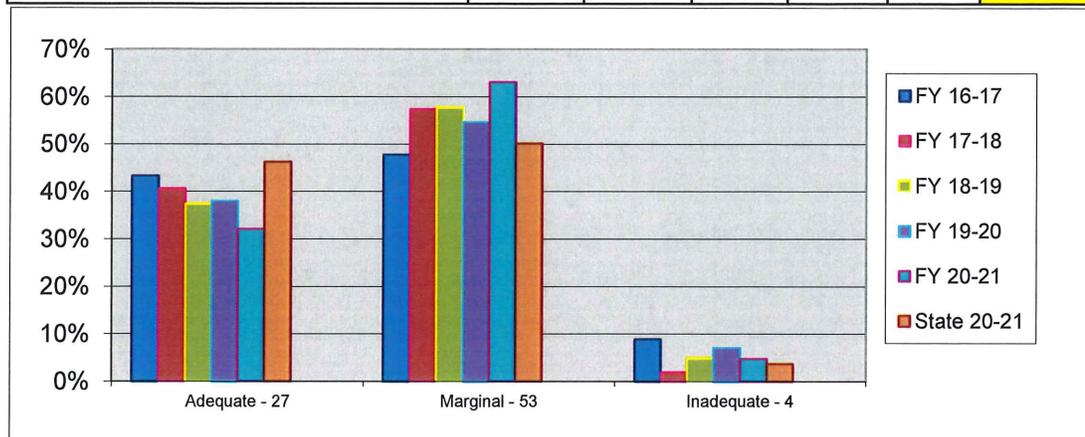
Observations:

F1 - Conflict in the Home	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
Supportive Home - 60	56%	70%	70%	70%	71%	77%
Domestic Discord - 12	32%	26%	22%	20%	14%	19%
Domestic Violence - 12	12%	4%	8%	10%	14%	4%



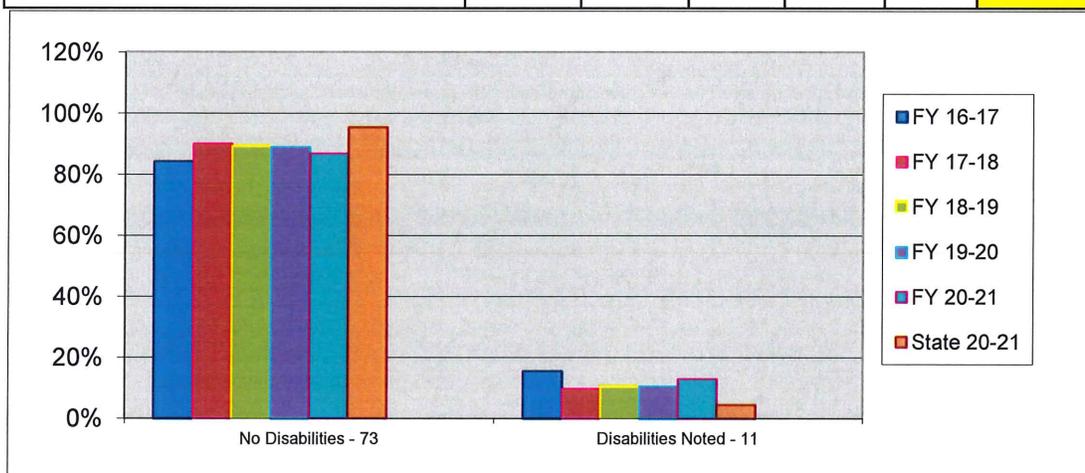
Observations:

F2 - Family Supervision Skills	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
Adequate - 27	43%	41%	37%	38%	32%	46%
Marginal - 53	48%	57%	58%	55%	63%	50%
Inadequate - 4	9%	2%	5%	7%	5%	4%



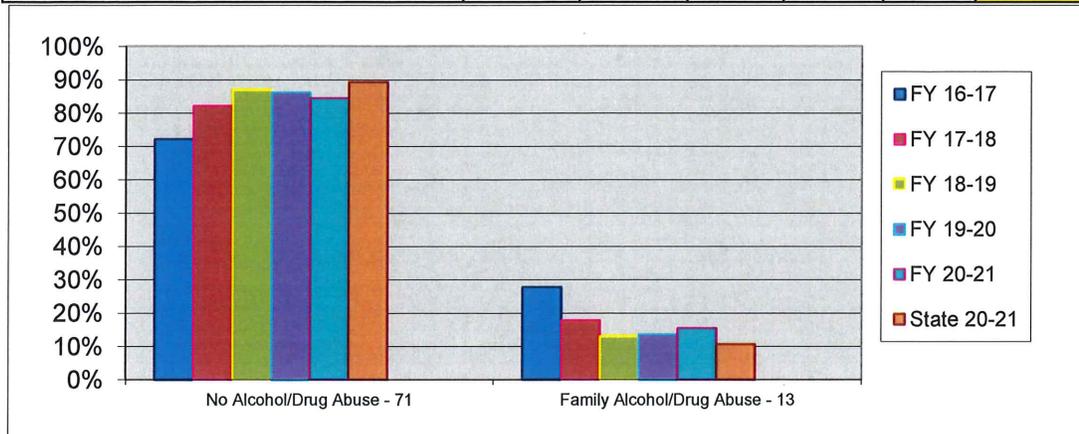
Observations:

F3 - Disability of Parent/Guardian	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
No Disabilities - 73	84%	90%	89%	89%	87%	96%
Disabilities Noted - 11	16%	10%	11%	11%	13%	5%



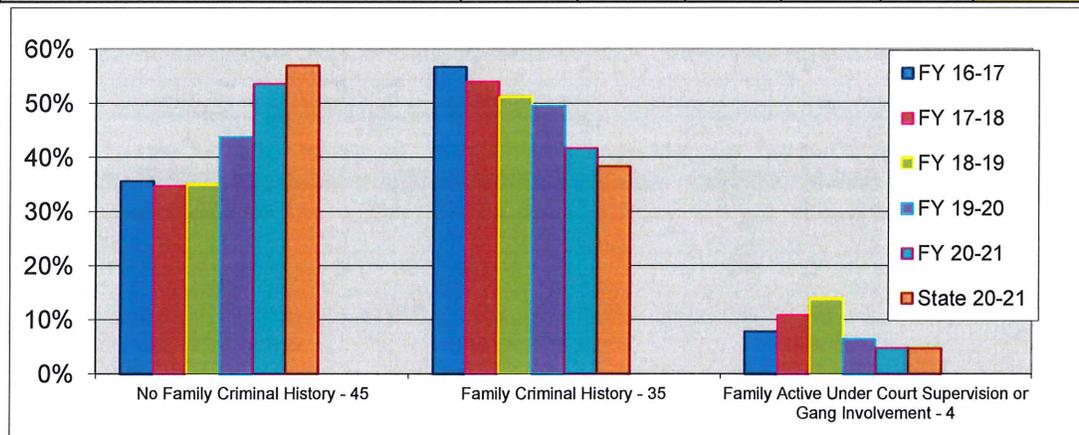
Observations:

F4 - Family Substance Abuse	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
No Alcohol/Drug Abuse - 71	72%	82%	87%	86%	85%	89%
Family Alcohol/Drug Abuse - 13	28%	18%	13%	14%	16%	11%



Observations:

F5 - Family Criminality	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	State 20-21
No Family Criminal History - 45	36%	35%	35%	44%	54%	57%
Family Criminal History - 35	57%	54%	51%	50%	42%	38%
Family Active Under Court Supervision or Gang Involvement - 4	8%	11%	14%	7%	5%	5%

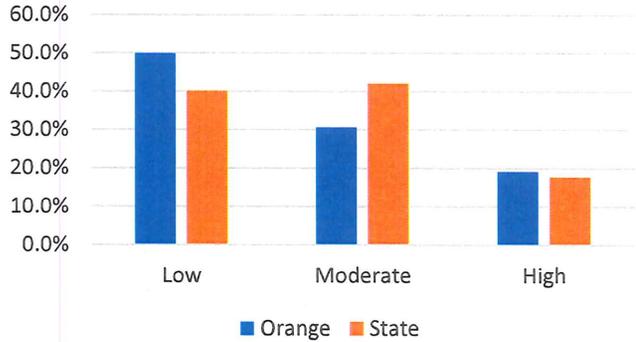


Observations:

Orange County Period: 01/01/21-06/30/21 # Assessed: 52

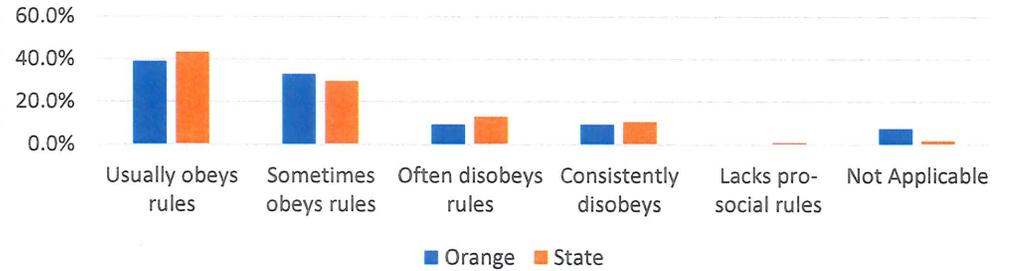
PS Legal History	Orange	State
Low	50.0%	40.2%
Moderate	30.8%	42.1%
High	19.2%	17.7%

Legal History



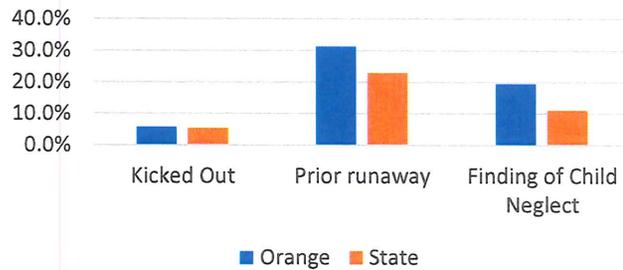
PS Family Rules Q3	Orange	State
Usually obeys rules	39.2%	43.2%
Sometimes obeys rules	33.3%	29.7%
Often disobeys rules	9.8%	13.2%
Consistently disobeys	9.8%	10.9%
Lacks pro-social rules	0.0%	1.0%
Not Applicable	7.8%	2.0%

Family Q3



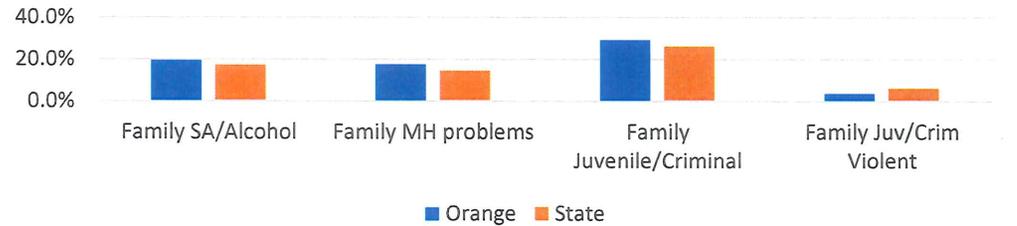
PS Family Q1&2	Orange	State
Kicked Out	5.9%	5.4%
Prior runaway	31.4%	23.0%
Finding of Child Neg	19.6%	11.1%

Family Q1&Q2



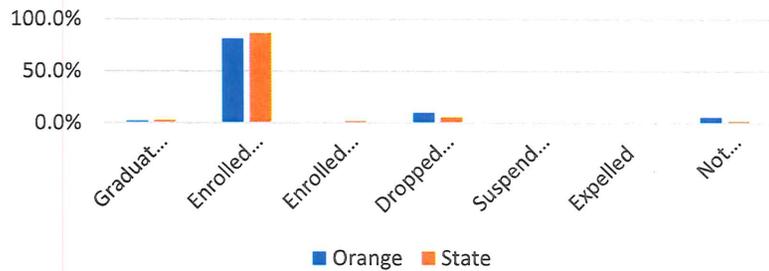
Family SA/MH/Criminal Q4	Orange	State
Family SA/Alcohol	19.6%	17.2%
Family MH problems	17.6%	14.6%
Family Juvenile/Criminal	29.4%	26.2%
Family Juv/Crim Violent	3.9%	6.1%

Family Q4



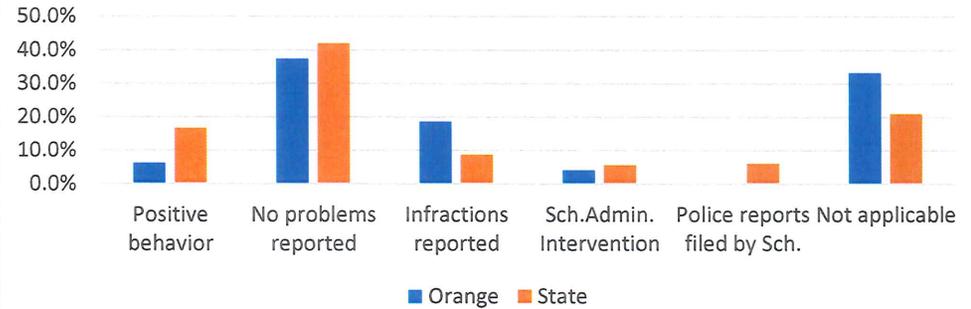
PS School Q1	Orange	State
Graduated/GED	2.1%	2.9%
Enrolled F/T	81.3%	86.6%
Enrolled P/T	0.0%	1.9%
Dropped Out	10.4%	5.8%
Suspended	0.0%	0.6%
Expelled	0.0%	0.3%
Not Applicable	6.3%	1.9%

School Enrollment Status



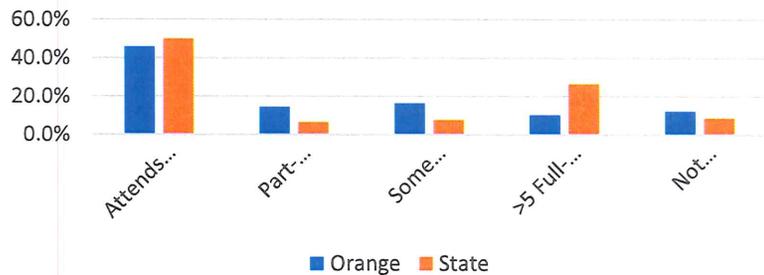
PS School BehaviorQ3	Orange	State
Positive behavior	6.3%	16.7%
No problems reported	37.5%	42.0%
Infractions reported	18.8%	8.7%
Sch.Admin. Intervention	4.2%	5.6%
Police reports filed by Sch.	0.0%	6.0%
Not applicable	33.3%	21.0%

School Behavior Status



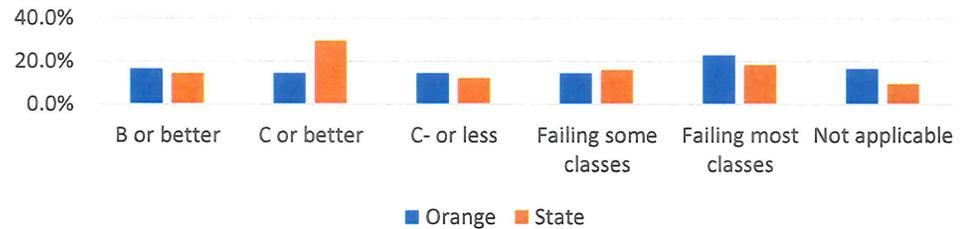
PS School Q2	Orange	State
Attends regularly 90%	45.8%	50.1%
Part-day/Unexcused	14.6%	6.6%
Some Full-day/Unexcused	16.7%	7.8%
>5 Full-day/Unexcused	10.4%	26.6%
Not applicable	12.5%	8.8%

School Attendance Status



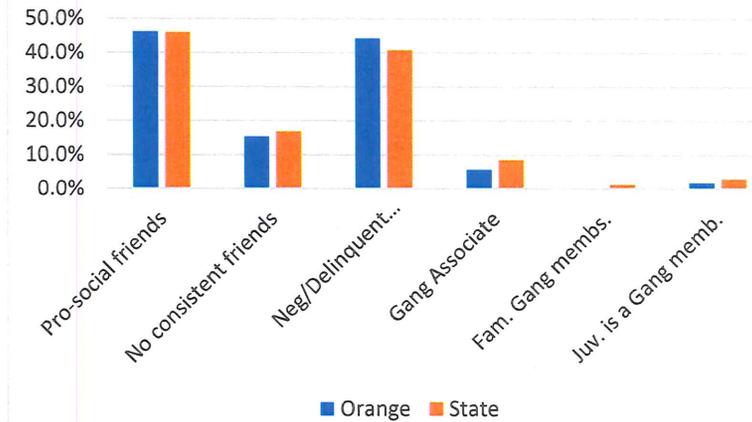
PS School GradesQ4	Orange	State
B or better	16.7%	14.4%
C or better	14.6%	29.5%
C- or less	14.6%	12.2%
Failing some classes	14.6%	16.0%
Failing most classes	22.9%	18.3%
Not applicable	16.7%	9.6%

Grades Status



PS Community/Peers	Orange	State
Pro-social friends	46.2%	45.9%
No consistent friends	15.4%	16.8%
Neg/Delinquent friends	44.2%	40.7%
Gang Associate	5.8%	8.5%
Fam. Gang membs.	0.0%	1.3%
Juv. is a Gang memb.	1.9%	3.0%

Community/Peers Q1



PS MH/Trauma Q1	Orange	State
Mental Health Problems	55.8%	40.1%

Q1 Mental Health Problems



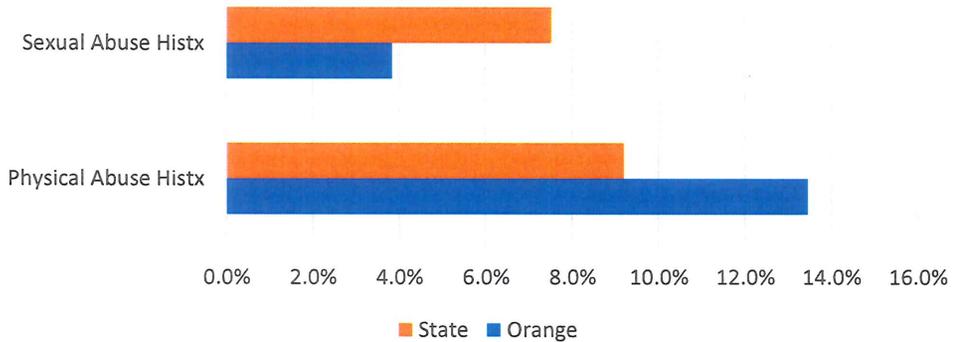
PS Sexual Aggression Q4	Orange	State
Juv. Sexual Aggression	3.8%	6.7%

Q4 MH-Trauma: Juvenile Sexual Aggression



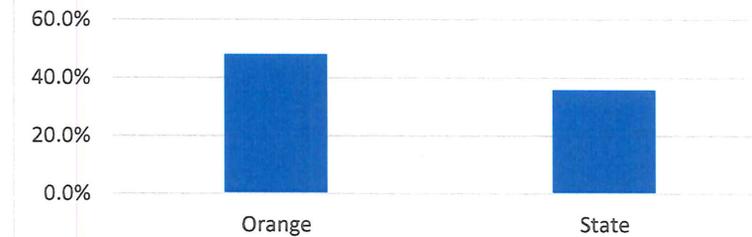
PS Victimization Q5	Orange	State
Physical Abuse Histx	13.5%	9.2%
Sexual Abuse Histx	3.8%	7.5%

Q5 MH-Trauma: Victimization



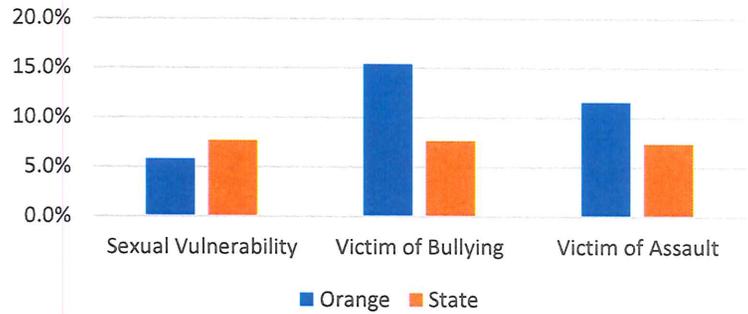
PS Alcohol/Drugs Q1	Orange	State
% Alcohol/Drug Use	48.1%	35.8%

% Alcohol/Drug Use Q1



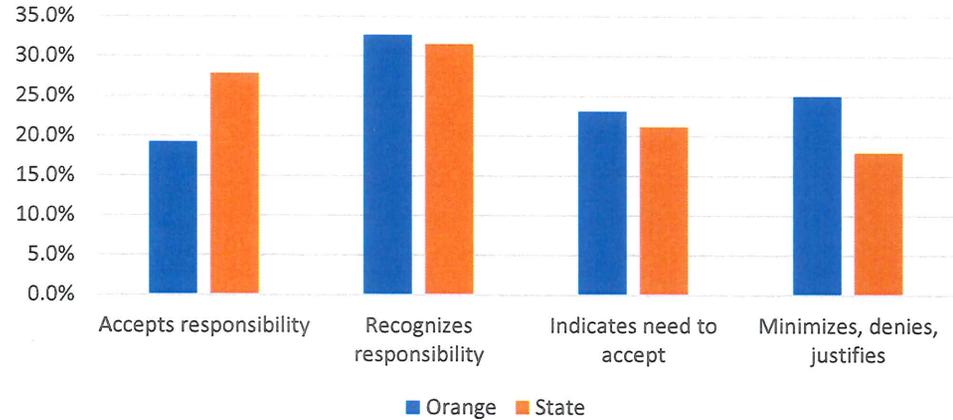
PS MH-Trauma Q6	Orange	State
Sexual Vulnerability	5.8%	7.7%
Victim of Bullying	15.4%	7.6%
Victim of Assault	11.5%	7.3%

MH-Trauma Q6



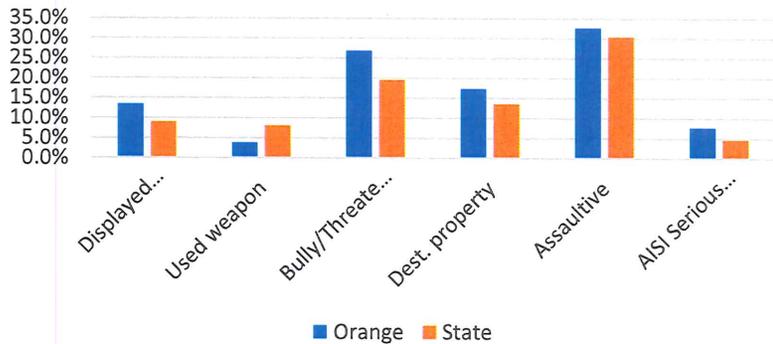
PS Attitudes Q1	Orange	State
Accepts responsibility	19.2%	27.8%
Recognizes responsibility	32.7%	31.5%
Indicates need to accept	23.1%	21.2%
Minimizes, denies, justifies	25.0%	18.0%

PS Attitudes Q1



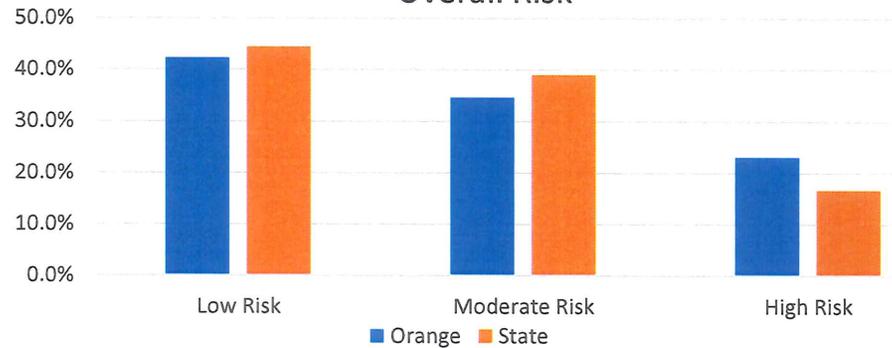
PS Aggression Q1	Orange	State
Displayed weapon	13.5%	9.1%
Used weapon	3.8%	8.1%
Bully/Threaten ppl.	26.9%	19.5%
Dest. property	17.3%	13.6%
Assaultive	32.7%	30.4%
AISI Serious Injury	7.7%	4.7%

PS Aggression Q1



PS Overall Risk	Orange	State
Low Risk	42.3%	44.4%
Moderate Risk	34.6%	38.9%
High Risk	23.1%	16.7%

Overall Risk



Orange County		Research-Based Programs Summary				
JCPC Funded Program Name, ID#, and Type	Does program provide service(s) or is it a structure?	Evidence of Research Base	SPEP			
			Primary Service	Supplemental Service	SPEP Ratings Raw SCORE	POP
Juvenile Community Service and Restitution, ID# 35271, Restitution/Community Service	<input checked="" type="checkbox"/> Service <input type="checkbox"/> Structure	Juvenile Accountability Incentive Block Grants Program (JAIBG) put out by OJJDP	Resitution/Community Service	N/A	68	85%
Mediation/Conflict Resolution, ID# 35113, Mediation/Conflict Resolution	<input type="checkbox"/> Service <input checked="" type="checkbox"/> Structure	Multiple studies and articles listed in program application	N/A	N/A	N/A	N/A
Parent Teen Solutions Group, ID# 35048, Interpersonal Skill Building	<input checked="" type="checkbox"/> Service <input type="checkbox"/> Structure	Strengthening Families, Parents Matter, Making Proud Choices, Triple P Teen, Aggression Replacement Training (ART), and Skill Streaming.	Social Skills Training	N/A	58	68%
Parent Teen Solutions Home Visitation, ID# 35049, Home Based Family Counseling	<input checked="" type="checkbox"/> Service <input type="checkbox"/> Structure	24/7 DAD, Strengthening Families, and Triple P Positive Parenting Program	Family Counseling	N/A	62	73%
Teen Court, ID# 35278, Teen Court	<input type="checkbox"/> Service <input checked="" type="checkbox"/> Structure	Juvenile Accountability Incentive Block Grants Program (JAIBG) put out by OJJDP	N/A	N/A	N/A	N/A
Trauma-Informed Certified Peer Support, ID# 35489, Interpersonal Skill Building	<input checked="" type="checkbox"/> Service <input type="checkbox"/> Structure	Models recommended by the Surgeon General in his 2021 advisory, "Protecting Youth Mental Health"; Wellness Recovery Action Planning (WRAP); Certified Peer Support Specialist-led recovery skill-building; and peer-to-peer group process	Social Skills Training	N/A	N/A	N/A
Wrenn House, ID# 34606, Runaway Shelter Care	<input type="checkbox"/> Service <input checked="" type="checkbox"/> Structure	Positive Youth Development (PYD); Trauma Informed Care (TIC); ARC Framework; Motivational Interviewing (MI); Racial Equity	N/A	N/A	N/A	N/A
	<input type="checkbox"/> Service <input type="checkbox"/> Structure					

Orange County Juvenile Crime Prevention Council Request for Proposals for FY 2022-2023

\$359,096

Anticipated County Allocation

30%

Required Local Match Rate

January 10, 2022

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 2022-2023** beginning on, or after, **July 1, 2022**. 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

*Individual and Group Counseling, and Substance Abuse

*Mediation/Conflict Resolution

*Temporary Shelter Services

Treatment (specifically Un/underinsured and trauma-focused)

(including School Based)

(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 12-18. 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 Risk/Needs Assessments and YASI Data 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 and low academic functioning.

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 2022-2023 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://cp.ncdijdp.org/CP>

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) Notarized 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.

See the attached Programs Descriptions document (bottom of page 2) for information regarding an Applicant Workshop.

NOTE: For further information, or technical assistance about applying for JCPC funds in this county, contact Toshina Wiggins, DPS Area Consultant, at (919) 324-6458; toshina.wiggins@ncdps.gov.

Deadline for Application is:

February 18, 2022

by

5:00 P.M.

Orange County Juvenile Crime Prevention Council Request for Proposals for FY 2022-2023

\$359,096**30%****March 21, 2022**

Anticipated County Allocation

Required Local Match Rate

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 2022-2023 beginning on, or after, **July 1, 2022**. 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
*Individual and Group Counseling, and Substance Abuse Treatment (specifically Un/underinsured and trauma-focused)	*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 12-18. 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 Risk/Needs Assessments and YASI Data 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 and low academic functioning.

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 2022-2023 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://cp.ncdijdp.org/CP>

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) Notarized 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. See the attached Programs Descriptions document. Providers who submitted applications between 1/10/22-2/18/22 do not need to re-apply.

NOTE: For further information, or technical assistance about applying for JCPC funds in this county, contact Eddie Crews, DPS Area Consultant, at (919) 691-1199; walter.crews@ncdps.gov.

Deadline for Application is:

April 20, 2022

by

5:00 P.M.

Juvenile Crime Prevention Council Funding Decisions Summary

Funding Decision for:	FY 2022-2023	Date Completed:	June 1, 2022
Program(s) Funded	Select 1-year or 2-year funding and reason(s) for Funding (Check all that apply)		
Mediation/Conflict Resolution (Dispute Settlement Center)	<input type="checkbox"/> 2-year Funding approved for FY _____ and _____ OR <input checked="" type="checkbox"/> 1-year Funding approved for FY2022-23 Rationale for 2-year Funding approval: <input type="checkbox"/> Funded in past _____ years <input type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input type="checkbox"/> Favorable JCPC monitoring <input type="checkbox"/> In compliance with Consultant Monitoring <input type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. <input type="checkbox"/> Provides an essential dispositional option, explain: <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) <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"/> Would increase funding to this service if funds were available <input type="checkbox"/> Other _____ Other _____		
Parent Teen Solutions (Exchange Clubs Family Center in Alamance)	<input type="checkbox"/> 2-year Funding approved for FY _____ and _____ OR <input checked="" type="checkbox"/> 1-year Funding approved for FY2022-23 Rationale for 2-year Funding approval: <input type="checkbox"/> Funded in past _____ years <input type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input type="checkbox"/> Favorable JCPC monitoring <input type="checkbox"/> In compliance with Consultant Monitoring <input type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. <input type="checkbox"/> Provides an essential dispositional option, explain: <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) <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 checked="" type="checkbox"/> Would increase funding to this service if funds were available <input type="checkbox"/> Other _____ Other _____		
Wrenn House (Haven House, Inc.)	<input type="checkbox"/> 2-year Funding approved for FY _____ and _____ OR <input checked="" type="checkbox"/> 1-year Funding approved for FY2022-23 Rationale for 2-year Funding approval: <input type="checkbox"/> Funded in past _____ years <input type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input type="checkbox"/> Favorable JCPC monitoring <input type="checkbox"/> In compliance with Consultant Monitoring <input type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. <input type="checkbox"/> Provides an essential dispositional option, explain: <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) <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"/> Would increase funding to this service if funds were available <input type="checkbox"/> Other _____ Other _____		
Trauma-Informed Certified Peer Support (Reintegration Support Network)	<input type="checkbox"/> 2-year Funding approved for FY _____ and _____ OR <input checked="" type="checkbox"/> 1-year Funding approved for FY2022-23 Rationale for 2-year Funding approval: <input type="checkbox"/> Funded in past _____ years <input type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input type="checkbox"/> Favorable JCPC monitoring <input type="checkbox"/> In compliance with Consultant Monitoring <input type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. <input type="checkbox"/> Provides an essential dispositional option, explain: <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) <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 checked="" 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"/> Would increase funding to this service if funds were available <input type="checkbox"/> Other _____ Other _____		

Juvenile Crime Prevention Council Funding Decisions Summary

Juvenile Community Service and Restitution (Volunteers for Youth, Inc.)	<p> <input type="checkbox"/> 2-year Funding approved for FY and OR <input checked="" type="checkbox"/> 1-year Funding approved for FY2022-23 </p> <p> Rationale for 2-year Funding approval: <input type="checkbox"/> Funded in past years <input type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input type="checkbox"/> Favorable JCPC monitoring <input type="checkbox"/> In compliance with Consultant Monitoring <input type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. <input type="checkbox"/> Provides an essential dispositional option, explain: <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) </p> <p> <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"/> Would increase funding to this service if funds were available <input checked="" type="checkbox"/> Other Provides a diversion option for law enforcement for youth to perform community service hours. Other </p>
Teen Court (Volunteers for Youth, Inc.)	<p> <input type="checkbox"/> 2-year Funding approved for FY and OR <input checked="" type="checkbox"/> 1-year Funding approved for FY2022-23 </p> <p> Rationale for 2-year Funding approval: <input type="checkbox"/> Funded in past years <input type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input type="checkbox"/> Favorable JCPC monitoring <input type="checkbox"/> In compliance with Consultant Monitoring <input type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. <input type="checkbox"/> Provides an essential dispositional option, explain: <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) </p> <p> <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"/> Would increase funding to this service if funds were available <input checked="" type="checkbox"/> Other Provides a diversion option for court services and law enforcement. Other </p>
	<p> <input type="checkbox"/> 2-year Funding approved for FY and OR <input type="checkbox"/> 1-year Funding approved for FY </p> <p> Rationale for 2-year Funding approval: <input type="checkbox"/> Funded in past years <input type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input type="checkbox"/> Favorable JCPC monitoring <input type="checkbox"/> In compliance with Consultant Monitoring <input type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. <input type="checkbox"/> Provides an essential dispositional option, explain: <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) </p> <p> <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"/> Would increase funding to this service if funds were available <input type="checkbox"/> Other Other </p>
	<p> <input type="checkbox"/> 2-year Funding approved for FY and OR <input type="checkbox"/> 1-year Funding approved for FY </p> <p> Rationale for 2-year Funding approval: <input type="checkbox"/> Funded in past years <input type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input type="checkbox"/> Favorable JCPC monitoring <input type="checkbox"/> In compliance with Consultant Monitoring <input type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. <input type="checkbox"/> Provides an essential dispositional option, explain: <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) </p> <p> <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"/> Would increase funding to this service if funds were available <input type="checkbox"/> Other Other </p>

Program Not Funded	Reason for Not Funding (Check all that apply)
Fathers on the Move Youth Mentoring (Fathers on the Move)	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input checked="" type="checkbox"/> Not compatible with research <input checked="" type="checkbox"/> Lesser quality than another program funded of its 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 its 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 its 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 its 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 its 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 its type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
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Standardize Program Evaluation Protocol (SPEP) - Program Enhancement Plan (PEP)

Program Name/Component: Comprehensive Youth and Family Conflict Intervention/Mediation

Category	SPEP Score/ Possible Points	Enhancement Opportunity	Action Steps	Responsible Party	Progress (updates provided early in a calendar year)
SPEP Primary Service Pts			N/A	N/A	N/A
SPEP Supplemental Services Pts			N/A	N/A	N/A
Quality of Service Pts	17/20	1) Staff Training 2) Program Evaluation 3) Staff Evaluation	1) Beginning January 1st, we will implement individualized training plans with training goals and objectives for each employee. 2) We will modify our evaluation materials to have clearly defined written effectiveness measures or specific methods for improving program performance. 3) We will add questions to our yearly employee evaluations that specifically address JCPC program adherence.	1 & 2 Valoree Hanson 3) Frances Henderson	
Duration Pts					
Contact Hours Pts					
Risk Tier 1 Pts					
Risk Tier 2 Pts					

Standardize Program Evaluation Protocol (SPEP) - Program Enhancement Plan (PEP)

TOTAL SPEP SCORE		
POP Score %		

This plan is approved by: Valerie Hanson 11/23/21 Sharron Hinton 12/3/2021
Program Manager Name Date JRPC Chair Date

Standardize Program Evaluation Protocol (SPEP) - Program Enhancement Plan (PEP)

Program Name/Component: Exchange Club's Family Center of the Central Piedmont's Parent Teen Solutions Group-Orange

Category	SPEP Score/ Possible Points	Enhancement Opportunity	Action Steps	Responsible Party	Progress (updates provided early in a calendar year)
SPEP Primary Service Pts	15	N/A	N/A	N/A	N/A
SPEP Supplemental Services Pts	5	Maximum points achieved.	N/A	N/A	N/A
Quality of Service Pts	20	20 points is achieved so maintaining the quality.	Maintain Quality of Services through monitoring of compliance to quality measures in supervision, client charts, and NCAllies database.	Program Manager and Program Supervisor	N/A
Duration Pts	8	8 of 10 points were achieved due to 80% meeting duration targets. Improvement will occur as operations can go back towards normal now that COVID vaccines are available which led to some issues of non-compliance with clients.	<ol style="list-style-type: none"> 1) Ensure that clients understand expectations about finishing all weeks of the classes. 2) Continue to meet in the church space socially distanced wearing masks to make sure that normal like operations can occur. 3) If families still feel uncomfortable due to COVID then we can schedule individual but do so virtually with the normal group or in the home but still follow the group schedule. 	Program Manager and Supervisor to monitor compliance with PTS Faciliators.	N/A

Standardize Program Evaluation Protocol (SPEP) - Program Enhancement Plan (PEP)

Contact Hours Pts	8	8 of 10 points was achieved as 80% met hour goals. Improvement will occur as operations can go back towards normal now that COVID vaccines are available which led to some issues of non-compliance with clients.	<ol style="list-style-type: none"> 1) Ensure that clients understand expectations about finishing all hours of the classes. 2) Continue to meet in the church space socially distanced wearing masks to make sure that normal like operations can occur. 3) If families still feel uncomfortable due to COVID then we can schedule individual but do so virtually with the normal group or in the home but still follow the group schedule. 	Program Manager and Supervisor to monitor compliance with PTS Faciliators.	N/A
Risk Tier 1 Pts	2	12 maximum points. Currently of the lower tier risk level clients 40% are hitting the threshold. Improvements can be made on the assessment process to reflect all risk factors present.	<ol style="list-style-type: none"> 1) For DJJ referred clients we have to accept their rating. 2) Outside DJJ referrals interview both clients and referring sources about all risk factors present. 3) Train program staff on capturing all risk factors present. 4) Program Supervisor will audit all risk assessments before finalizing them and putting the assessments in the file. 	Program Supervisor and PTS Facilitator/Case Manager.	N/A
Risk Tier 2 Pts	0	13-maximum points. Currently of the Risk Tier 2 level clients 0% are hitting the threshold. Traditionally this	<ol style="list-style-type: none"> 1) For DJJ referred clients we have to accept their rating. 2) Outside DJJ referrals interview both clients and referring sources about all risk factors present. 3) Train program staff on capturing all risk factors present. 	Program Supervisor and PTS Facilitator/Case Manager.	N/A

Standardize Program Evaluation Protocol (SPEP) - Program Enhancement Plan (PEP)

		<p>program tends to get families hitting on the lower risk level ranges despite advertising to accept higher risk levels. Improvements can be made on the assessment process to reflect all risk factors present.</p>	<p>4) Program Supervisor will audit all risk assessments before finalizing them and putting the assessments in the file</p>		
TOTAL SPEP SCORE	58/100- Advisory				
POP Score %	85 or 68%				

This plan is approved by: *Laverne Ed Black* *10/29/21* Sharron Hinton 12/3/2021
 Program Manager Name Date JRPC Chair Date

Standardize Program Evaluation Protocol (SPEP) - Program Enhancement Plan (PEP)

Program Name/Component: Exchange Club's Family Center of the Central Piedmont's Parent Teen Solutions Home Visitation-Orange

Category	SPEP Score/ Possible Points	Enhancement Opportunity	Action Steps	Responsible Party	Progress (updates provided early in a calendar year)
SPEP Primary Service Pts	15	N/A	N/A	N/A	N/A
SPEP Supplemental Services Pts	5	Maximum points achieved due to no qualifying supplemental service.	N/A	N/A	N/A
Quality of Service Pts	20	20 points is achieved so maintaining the quality.	Maintain the Quality of Services through monitoring compliance with standards in supervision, client charts, and NC Allies database.	Program Manager and Program Supervisor	N/A
Duration Pts	10	10 points were achieved due to 100% of clients meeting the goal of duration weeks. Maintain goal achievement.	Maintain compliance with duration requirements by monitoring compliance with standards in supervision, client charts, service delivery, and the NC Allies database.	Program Manager and Supervisor to monitor compliance with PTS Counselor.	N/A
Contact Hours Pts	4	4 of 10 points were achieved due to 50% of clients meeting the goal of hours	1) Ensure that families understand with program agreement the hours expectations of the program. 2) Communicate with referring sources about expectations to	Program Manager and Supervisor to monitor compliance with PTS Counselor.	N/A

Standardize Program Evaluation Protocol (SPEP) - Program Enhancement Plan (PEP)

		<p>expectations. Areas of improvement connected to other 50% being non-compliant clients partially due to COVID and partially due to normal non-compliance reasons. Agency will work on achieving more compliance with clients.</p>	<p>communicate with clients prior to referral. 3) Included team meetings with family and other associated staff to address issues upon first signs of compliance issues. 4) Discuss with clients safety measures in place to avoid COVID exposures.</p>		
Risk Tier 1 Pts	0	<p>12 maximum points. Currently of the lower tier risk level clients only 25% are hitting the threshold. Improvements can be made on the assessment process to reflect all risk factors present.</p>	<p>1) For DJJ referred clients we have to accept their rating. 2) Outside DJJ referrals interview both clients and referring sources about all risk factors present. 3) Train program staff on capturing all risk factors present. 4) Program Supervisor will audit all risk assessments before finalizing them and putting the assessments in the file.</p>	Program Supervisor and PTS Counselor.	N/A
Risk Tier 2 Pts	8	<p>13-maximum points. Currently of the Risk Tier 2 level clients 25% are hitting the</p>	<p>1) We have more heavily marketed the program to the DJJ office. 2) For DJJ referred clients we have to accept their rating.</p>	Program Supervisor and PTS Counselor.	N/A

Standardize Program Evaluation Protocol (SPEP) - Program Enhancement Plan (PEP)

		threshold. We will continue to promote the acceptance of higher risk clients.	3) Outside DJJ referrals interview both clients and referring sources about all risk factors present. 4) Train program staff on capturing all risk factors present. 5) Program Supervisor will audit all risk assessments before finalizing them and putting the assessments in the file		
TOTAL SPEP SCORE	62/100- Advisory Score				
POP Score %	85 or 73%				

This plan is approved by: *Sarah E. Black* 10/29/21
 Program Manager Name Date

Sharron Hinton
 JCPC Chair

12/3/2021
 Date

Standardize Program Evaluation Protocol (SPEP) - Program Enhancement Plan (PEP)

Program Name/Component: Volunteers for Youth (Orange County), Community Service / Restitution

Category	SPEP Score/ Possible Points	Enhancement Opportunity	Action Steps	Responsible Party	Progress (updates provided early in a calendar year)
SPEP Primary Service Pts	10	N/A	N/A	N/A	N/A
SPEP Supplemental Services Pts	5	N/A	N/A	N/A	N/A
Quality of Service Pts	20	Continue to develop detailed trainings and enhance program protocol.	Work on identifying issues/subjects that training opportunities can strengthen for agency and service to youth/families. Continue with regular scheduled staff meetings to update caseload, concerns ideas. Continue to monitor policy and make changes as warranted.	CS and VFY staff	Staff has met regularly throughout the year and shared concerns, happenings and ideas.
Duration Pts	8	Continue to work with youth based on hours assigned to successfully complete hours in a timely manner.	Work with youth in accordance to most current JCPC policies and procedures.	Program Coordinator, program staff	Staff have worked with youth/families to keep them on track and complete hours by deadline.
Contact Hours Pts	2	Create opportunities for youth in their homes/communit	Discuss interests with youth to create projects that can be of interest for them. Help develop at-home, in immediate community oportuntites especially during covid so they have	Program Coordinator, program staff	Have developed an at-hme packet of projects (watching docs and doing a wrtie-

Standardize Program Evaluation Protocol (SPEP) - Program Enhancement Plan (PEP)

		y, esp during Covid.	more options to do hours in safe manner.		up, researching career interests and develop a plan etc)
Risk Tier 1 Pts	10	Continued training for conducting Risk Assessments to get the most accurate feedback.	Maintain contact with youth/family and court services to obtain the most accurate information is obtained.	Program Coordinator, program staff	Have worked to reseach and implement evidence based interviewing tools to obtain information for doing a risk assessment.
Risk Tier 2 Pts	13	Continued training for conducting Risk Assessments in order to get the most accurate feedback.	Maintain contact with court services and other resources to ensure accurate information is obtained	Program Coordinator, program staff	Have worked to improve and research evidence based interviewing tools to obtain accurate information.
TOTAL SPEP SCORE	68				
POP Score %	85%				

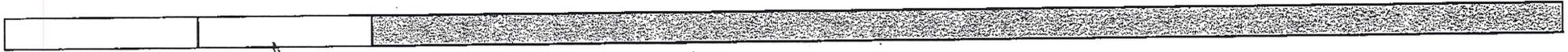
This plan is approved by: Scott Dreyer 11/29/21 Sharron Hinton 12/3/2021
 Program Manager Name Date JPCP Chair Date

Standardize Program Evaluation Protocol (SPEP) - Program Enhancement Plan (PEP)

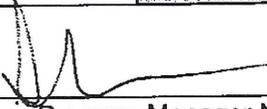
Program Name/Component: Volunteers for Youth Teen Court Program

Category	SPEP Score/ Possible Points	Enhancement Opportunity	Action Steps	Responsible Party	Progress (updates provided early in a calendar year)
SPEP Primary Service Pts			N/A	N/A	N/A
SPEP Supplemental Services Pts			N/A	N/A	N/A
Quality of Service Pts	20/20	Continue to develop more trainings and program development	Continue to have weekly meetings with VFY staff, and TC staff. Continue to pursue professional development training for staff, and volunteers.	VFY T.C Staff VFY Staff	VFY has had meetings regularly regarding equity, training opportunities, questions/concerns, going over program success and struggles.
Duration Pts					
Contact Hours Pts					
Risk Tier 1 Pts					
Risk Tier 2 Pts					
TOTAL SPEP SCORE					
POP Score %					

Standardize Program Evaluation Protocol (SPEP) - Program Enhancement Plan (PEP)



This plan is approved by:



Program Manager Name
Steven Rodriguez

11/24/2021

Date

Sharron Hinton

JCPC Chair

12/3/2021

Date

Standardize Program Evaluation Protocol (SPEP) - Program Enhancement Plan (PEP)

Program Name/Component: Wrenn House - Runaway Shelter (STRUCTURE - NO SPEP SCORE)- Orange County

Category	SPEP Score/ Possible Points	Enhancement Opportunity	Action Steps	Responsible Party	Progress (updates provided early in a calendar year)
SPEP Primary Service Pts	N/A		N/A	N/A	N/A
SPEP Supplemental Services Pts	N/A		N/A	N/A	N/A
Quality of Service Pts	20/20	<p>1. Continue to enhance safety measures related to COVID-19 as needed in shelter.</p> <p>2. Enhance program outreach efforts in the community to reach more youth in need of services.</p>	<p>1. Stay up to date with CDC and State guidelines related to COVID 19. Continue to implement and revise the shelter's pandemic plan as appropriate. Provide staff with supervision and training that will strengthen the shelter's pandemic response.</p> <p>2. Update efforts for outreach by connecting with new community stakeholders to share program services and reconnecting with past stakeholders that connections were lost with due to COVID.</p>	<p>1. Director, Operations Coordinator</p> <p>2. Operations Coordinator, Director, COO</p>	
Duration Pts			N/A		

Standardize Program Evaluation Protocol (SPEP) - Program Enhancement Plan (PEP)

Contact Hours Pts			N/A		
Risk Tier 1 Pts			N/A		
Risk Tier 2 Pts			N/A		
TOTAL SPEP SCORE	N/A				
POP Score %	N/A				

This plan is approved by: 
 Program Manager Name

10/28/21
 Date

Sharron Hinton
 JCPC Chair

12/3/2021
 Date

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
35489	<p>NAME OF COMPONENT: Trauma-informed certified peer support</p> <p>BRIEF DESCRIPTION: Reintegration Support Network (RSN) will provide interpersonal skill building to youth that are experiencing challenges with substance use, mental health, and/or justice involvement in Orange County. Certified peer support individuals work with youth, through one-to-one support and/or facilitated peer support groups, creating a safe and resilient space for young people to center their needs and build agency while increasing their engagement with self, school, and community.</p>

ORANGE County Continuum of Services - At a Glance (revised 6/2022)

Instructions: Adjust arrows to cover target populations

- JPCPC funded
- Available in Community
- Needed Services
- Available but difficult access
- DPS funded/Non JPCPC

Comprehensive Strategy

Prevention

Graduated Sanctions

Target Populations

Program Services & Structures Categories	Instructions: Adjust arrows to cover target populations	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
Structured Activities	Ligo Dojo of Budo Karate							
	Boys & Girls Club							
	Jr. Police Academy							
	Citizens Academy							
	Communities in Schools							
	GED							
	Josh's Hope - Tools for Hope							
	AA/NA (Spanish Speaking)							
	YMCA							
	4-H Youth Services							
	Girls & Boys Scouts of America							
	Recreation Department							
	Behavior Skills Counseling							
	Experiential Education							
	Reintegration Support Network							
Grow Your World								
WIOA Building Futures Program								
Restorative Services	Restitution Community Service							
	Youth/Family Team Coordin.							
	Teen Court							
	Victim-Offender Mediation							
	Peer-to-Peer Mediation							
	Truancy Mediation							
Community Day Programming	Conflict Resolution							
	Alternative School (For Non-Susp Students)							
	Boomerang							
	Phoenix Academy							
	Day Treatment Ctr. Partnership Academy							
Clinical Treatment	Multi-Systemic Therapy (MST)							
	AMikids (FFT)							
	Substance Use and Mental Health							
	Sex Offender Treatment							
	Parent Teen Solutions Skills Groups							
	Parent Teen Solutions In-Home							
	Intensive Wrap-Around (Youth Villages)							
El Futuro								
Assessment Services	Court Psychologist							
	Juvenile Crisis & Assessment Ctr							
	Substance Use and Mental Health							
Residential	Sex Offender Assessment							
	Therapeutic Foster Care							
	Job Corps							
	Craven Transitional Living (Males)							
	North Hills Transitional Living (Girls)							
	Eckerd Residential							
	Sub. Abuse Residential Treatment							
	Wright School							
	Whitaker School							
	Emergency Shelter							
Tarheel Challenge								

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

Action Agenda

Item No. 8-j

SUBJECT: Resolution of Approval – Amendment to the Iski (Panthers Branch)
Conservation Easement

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

ATTACHMENT(S):

Resolution of Approval
Iski Conservation Easement Amendment
Vicinity Map
Site Map

INFORMATION CONTACT:

David Stancil, 919-245-2510
Christian Hirni, 919-245-2514
James Bryan, 919-245-2319

PURPOSE: To consider a resolution approving an amendment to a conservation easement held by Orange County for property owned by the Eno River Association for the purpose of relocating a planned parking area.

BACKGROUND: In November 2018 Orange County accepted a permanent conservation easement for 56.29 acres owned by the Eno River Association. The land is comprised of two adjacent parcels located north of Lebanon Road (Cheeks Township), which contains and protects approximately 6,000 linear feet of the Eno River, Panthers Branch, and one unnamed tributary.

The Eno River Association granted the County a permanent conservation easement as part of the acquisition process for what would become the “Panthers Branch Nature Preserve”. The materials from May 1, 2018 Board of Commissioners meeting, including the original recorded conservation easement deed can be accessed at:

(<http://server3.co.orange.nc.us:8088/weblink/0/doc/52245/Page1.aspx>). The acquisition was coordinated through the former Clean Water Management Trust Fund (now the NC Land and Water Fund) to help protect the Eno River and its tributaries, as well as natural and forested areas on site.

The Eno River Association is in the process of designing and developing an access road and parking area to allow for the public to enjoy the nature preserve. In the process of planning and design, the contractor communicated the inability to proceed as the designated area for the access road and parking were inadequate for the needs, and would require adding fill to the floodplain of the unnamed tributary. This would not be permissible per the original easement language and would have negative effects on the identified “conservation values” of the property

In response, the Eno River Association requested the contractor confirm a new location more suitable for the parking area, in an area that would require limited land disturbance and that would not alter the natural floodplain of the tributary. A new site was proposed and accepted by the Association, and an amendment to the easement language is necessary in order for the development of "Panthers Branch Nature Preserve" to proceed. A map is attached showing the proposed area of amendment for this purpose.

The amendment would also eliminate the reference to two Exhibits that failed to be attached to the conservation easement when recorded.

DEAPR staff has evaluated the proposed amendment relative to the purposes of the conservation easement and the continued protection of the property's "conservation values." Staff has determined that the new location of the development area would enhance the protection of the forested stream corridor and drainage within, while allowing for the development of the preserve for public enjoyment.

As such, DEAPR staff concurs with the proposed amendment and addition of Exhibit D to the conservation easement, since it would strengthen the protection of natural resources recognized and addressed by the conservation easement. DEAPR staff also concurs with the elimination of the references to exhibits that are not attached to the conservation easement document.

The Eno River Association and DEAPR staffs have worked with the County Attorney's Office to prepare the amendment to the deed of conservation easement attached, and pending approval, plan to have the amendment recorded with the Orange County Register of Deeds shortly after signing.

FINANCIAL IMPACT: As the Eno River Association will incur the costs of recording, there are no new financial impacts to the County.

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.

RECOMMENDATION(S): The Manager recommends that the Board adopt the Resolution approving the amendment to the conservation easement and authorize the Chair to sign the Resolution and conservation easement amendment.

ORANGE COUNTY BOARD OF COMMISSIONERS

RESOLUTION

**Approval of an Amendment to the
Conservation Easement
Between**

Orange County and The Association for the Preservation of the Eno River Valley, INC

WHEREAS, The Association for the Preservation of the Eno River Valley, INC. owns 56.92 acres of land located north of Lebanon Road in Orange County (Cheeks Township); and

WHEREAS, Orange County holds a conservation easement for the property that was recorded on November 15, 2018; and

WHEREAS, Orange County and The Association for the Preservation of the Eno River Valley, INC are willing to amend the conservation easement in such a way that Area P-2 added to the easement area and Area P removed from the easement area, with both being of equal size and only the shape being altered to adapt to the land and topographical features – the new configuration to be depicted on a revised Exhibit D map of the property; and

WHEREAS, the amendment to the conservation easement on this property will improve the preservation of the forested stream corridor and water quality for future generations, and also help The Association for the Preservation of the Eno River Valley, INC with the development and management of activities on the property;

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Commissioners does hereby 1) approve the execution of an Amendment to the Deed of Conservation Easement with The Association for the Preservation of the Eno River Valley, INC, in accordance with the terms of the proposed Amendment, the final form and terms of which to be approved by DEAPR staff and the County Attorney; and 2) authorize the Chair and the Clerk to sign the Amendment to the Deed of Conservation Easement on behalf of the Board and cause it to be recorded with the Orange County Register of Deeds, with a closing to occur on or before September 1, 2022.

This the 21th day of June, 2022.

Renee Price, Chair
Orange County Board of Commissioners

Laura Jensen, Clerk to the Board

This instrument prepared by Robin Lackey Jacobs and John Roberts
 Return to: John L. Roberts, Office of the Orange County Attorney
 Box 8181, Hillsborough, NC 27278

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

PINS: 9855-57-5135
9855-67-2244

AMENDMENT TO
WARRANTY DEED OF
CONSERVATION EASEMENT

This Amendment to Warranty Deed of Conservation Easement (hereinafter "Conservation Easement Amendment") is made on this ____ day of _____, 2022 by **THE ASSOCIATION FOR THE PRESERVATION OF THE ENO RIVER VALLEY, INC.**, a North Carolina nonprofit corporation, having an address of 4404 Guess Road, Durham, NC 27712 (hereinafter "Grantor") and **ORANGE COUNTY, NORTH CAROLINA**, having an address of Post Office Box 8181, Hillsborough, NC 27278 (hereinafter "Grantee" or "the 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.

WHEREAS:

The Grantor is the sole owner in fee simple of certain real property located in Cheeks Township, Orange County, North Carolina, described in that deed recorded in Book 6303, Page 520, Orange County Registry and shown as "Lot 3B" and "Lot 4" on the Plat entitled

“Conservation Easement Property Surveyed for State of North Carolina, Clean Water Management Trust Fund & Eno River Association, Grant #2017-025” recorded in Plat Book 119, Page 94, Orange County Registry; and

Grantor previously conveyed to Grantee that “Warranty Deed of Conservation Easement” recorded at Book 6547, Page 17, Orange County Registry, which encumbers Grantor’s said real property as described in Exhibit A therein (hereinafter “Conservation Easement”); and

Grantors and Grantee have agreed to amend the Conservation Easement, as expressly provided herein; and references in this Conservation Easement Amendment to the “Property” means the property described in Exhibit A of the Conservation Easement.

NOW, THEREFORE, for the reasons given herein and in consideration of the terms, covenants and conditions set forth in the Conservation Easement and this Conservation Easement Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby amend the terms and provisions of the said Conservation Easement as follows:

1. RECITALS E of the Conservation Easement is deleted in its entirety and replaced with the following:

E. The characteristics and conservation values of the Easement Area, its current use, and state of improvement, are described in a report entitled "Baseline Report for the Iski Property (Panther's Branch Natural Area)," dated May 8, 2017, updated July 11, 2018 (hereafter "the Baseline Report") prepared by the Grantor. The Grantor worked with the Grantee to ensure that the report is a complete and accurate description of the Easement Area as of the date of this Conservation Easement. It will be used by the Grantor and Grantee to assure that any future changes in the use of the Easement Area will be consistent with the terms of this Conservation Easement. However, the Baseline Report is not intended to preclude the use of other evidence to establish the present condition of the Easement Area if there is a question about its use.

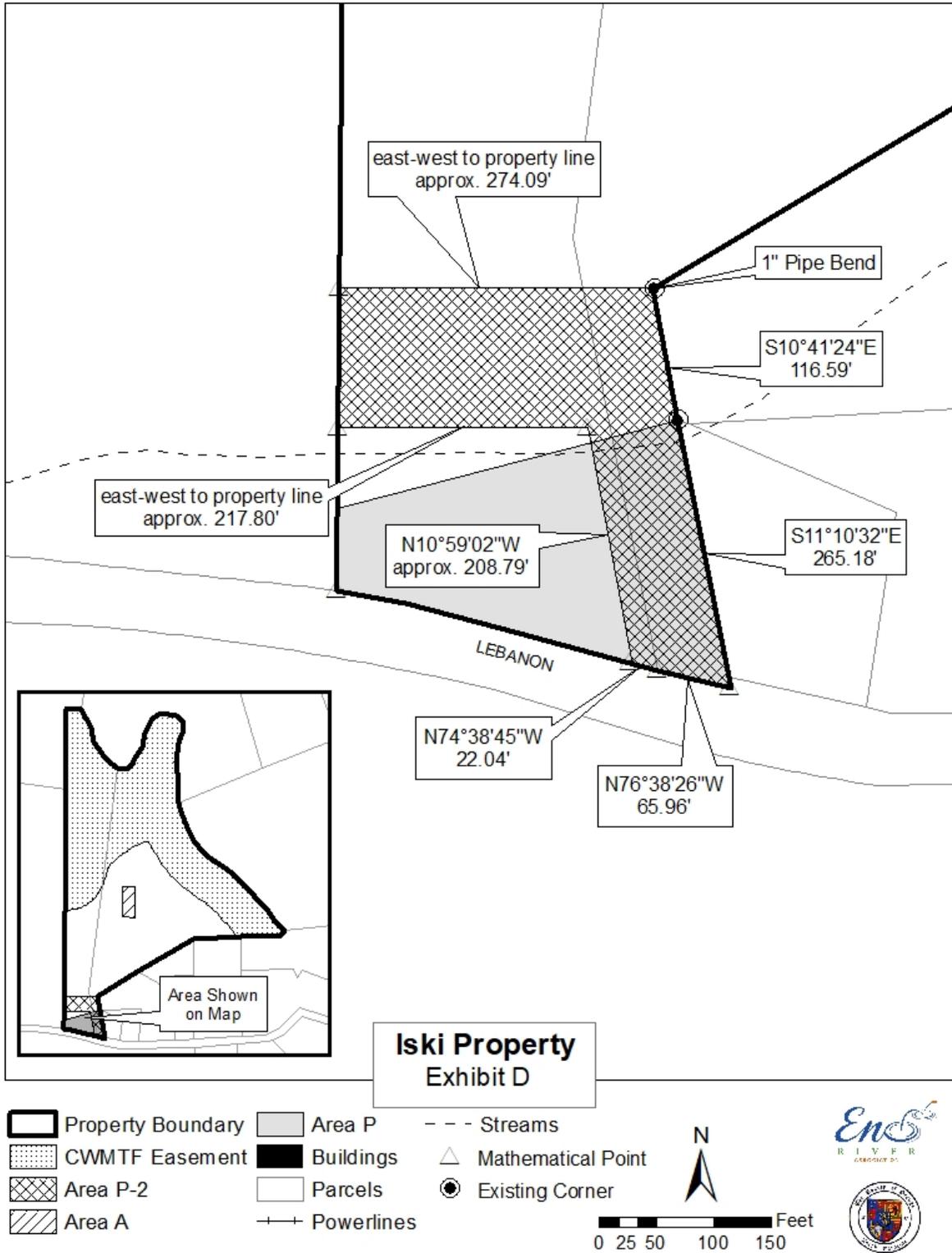
2. Paragraphs 2.2 (b) and 2.2 (c) of the Conservation Easement are deleted in their entirety and replaced with the following:

- (b) *Existing Structures & Improvements* – The remains of a former residential structure and outbuilding exist on a location identified as “Area A” on that Plat recorded in Plat Book 119, Page 94 of the Orange County Registry. Existing structures and improvements may be repaired and replaced within “Area A” and new buildings located within “Area A” may be constructed without further permission from the Grantee provided that such construction meets all applicable setback, zoning, and construction regulations.
- (c) *New Parking Area Improvements* – New parking area improvements consisting of a driveway, parking area, fencing, and a vault privy system may be built without any further permission of Grantee provided that such improvements are located within the

area marked as "Area P-2" on Exhibit D attached to this Amendment, provided that such construction meets all applicable setback, zoning, and construction regulations. "Area P" on that Plat recorded in Plat Book 119, Page 94 of the Orange County Registry shall no longer be used for purposes of a driveway, parking area, or vault system.

Any new structures or improvements proposed for locations outside of the "AREA A" on that Plat recorded in Plat Book 119, Page 94 of the Orange County Registry and "Area P-2" on Exhibit D attached to this Amendment shall be for educational or recreational purposes only and may be built only with the advance written permission of the Grantee. The Grantee shall give such permission within a reasonable time if it determines that the proposed structure or improvement would not diminish or impair the Conservation Values of the Easement Area or otherwise be inconsistent with this Conservation Easement.

3. The following map added as Exhibit D to the Conservation Easement.



4. Except as expressly modified and amended herein, the terms, provisions, easements and obligation, set forth in that Warranty Deed of Conservation Easement” recorded at Book 6547, Page 17, Orange County Registry, shall remain in full force and effect.

TO HAVE AND TO HOLD this Conservation Easement Amendment unto it's the parties, their successors and assigns, forever.

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

GRANTOR:

Association for the Preservation of the Eno River Valley, Inc.

Jessica Sheffield, Executive Director

Accepted:

GRANTEE:

ORANGE COUNTY, NORTH CAROLINA

By: _____
_____, Chair
Orange County Board of Commissioners

ATTEST:

By: _____
_____, Clerk to the
Board of Commissioners

Acknowledgments

NORTH CAROLINA
COUNTY OF ORANGE

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

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

Notary Public

My commission expires:

NORTH CAROLINA
COUNTY OF ORANGE

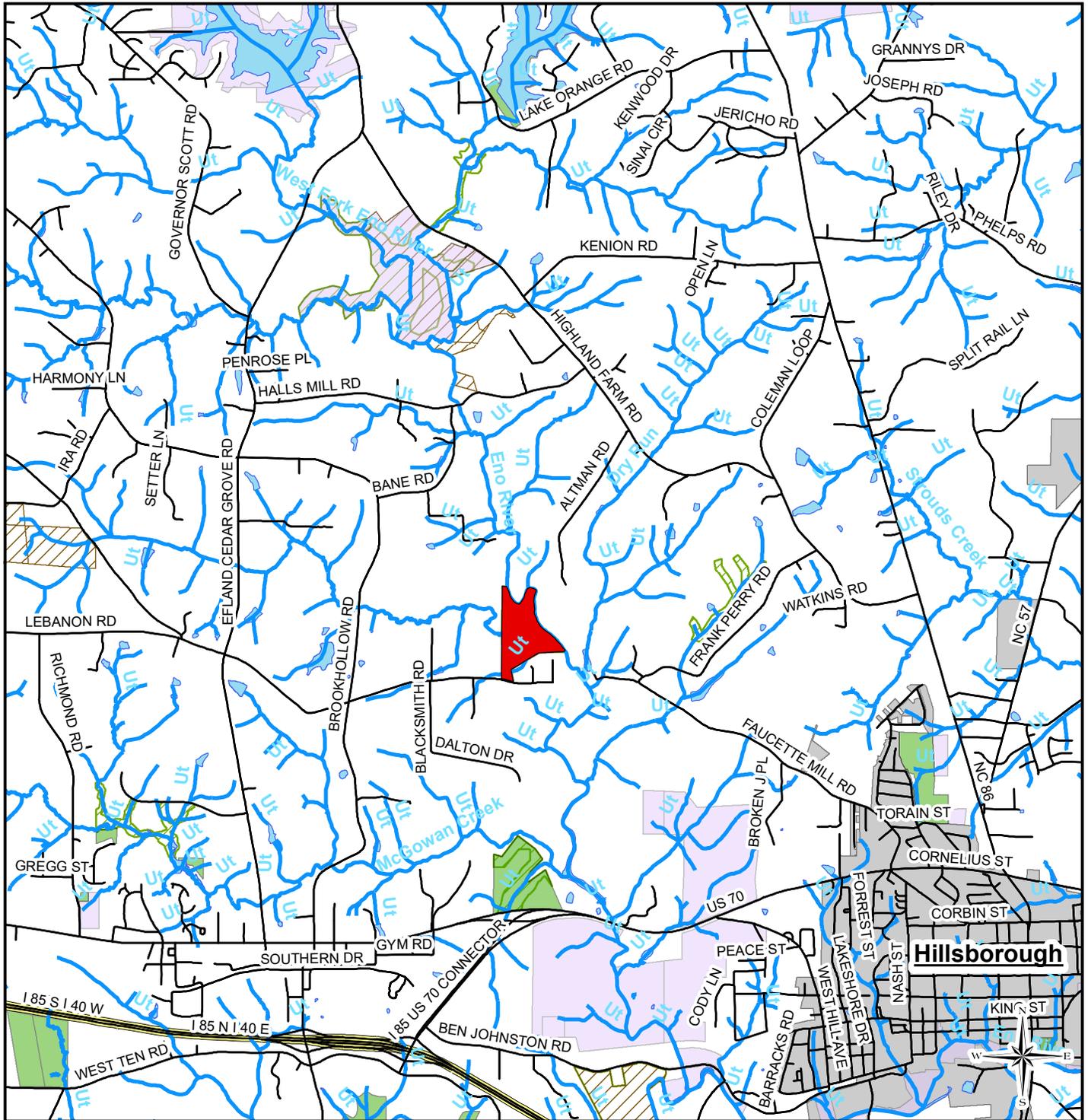
I, _____, a Notary Public of Orange County, North Carolina do hereby certify that _____ personally appeared before me this day and acknowledged that she is Clerk to the Board of Commissioners for Orange County, North Carolina and that by authority duly given and as the act of Orange County, North Carolina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

Witness my hand and official stamp or seal this the ___ day of _____, 2022.

Notary Public

My commission expires:

Panthers Branch Conservation Easement- Context Map 11



Tract Information:

Landowner: Eno River Association

Lat: 36° 08.23"

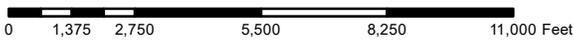
Long: 79° 08.91"

Date: 06/03/2022

Image: 2021 Aerial Photo

Created By: Christian Hirni

Acres: 56



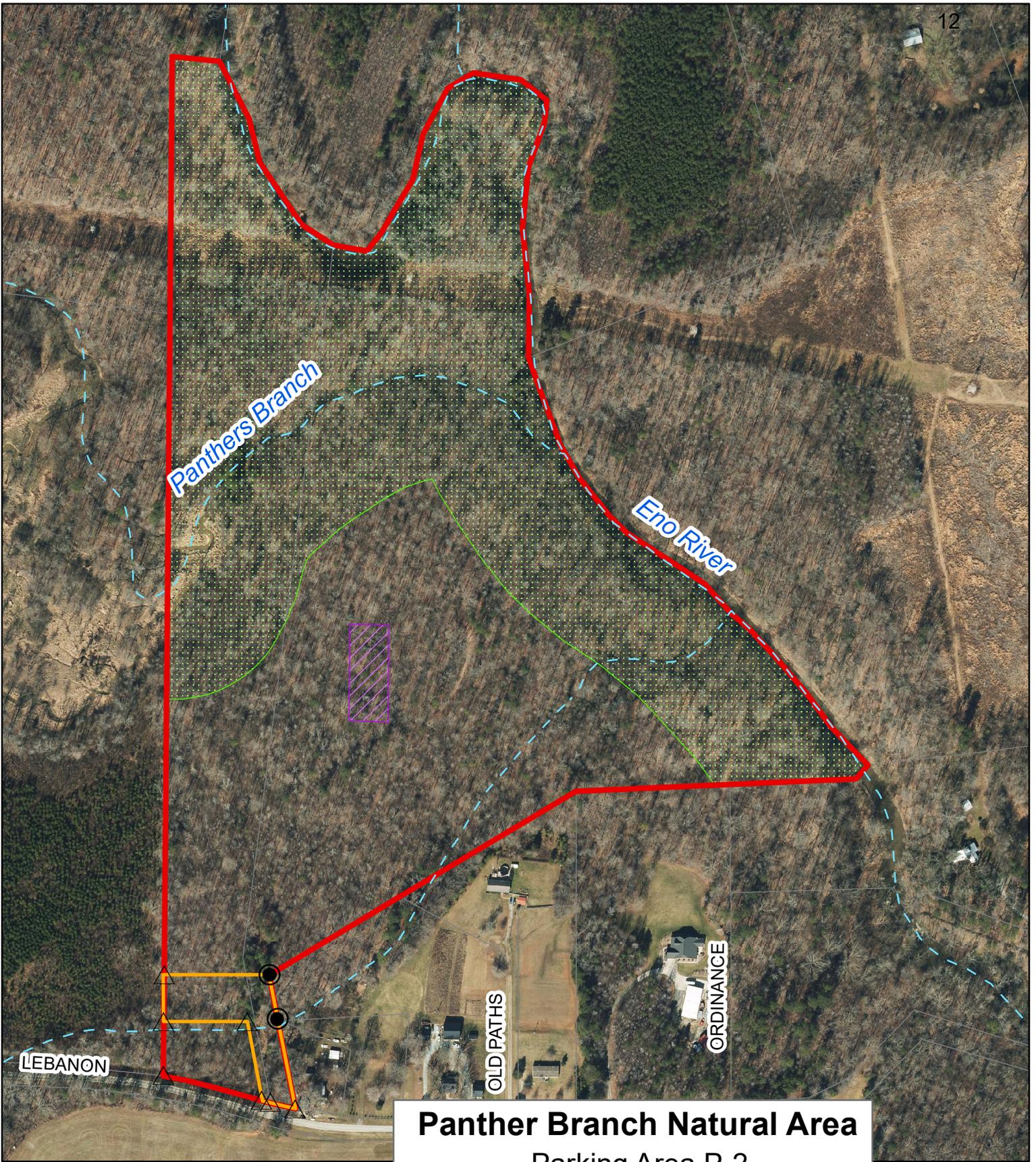
ORANGE COUNTY



Department of Environment,
Agriculture, Parks & Recreation

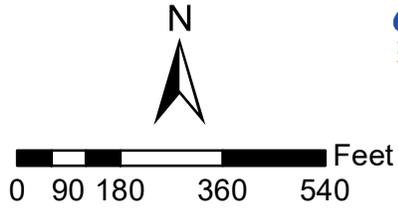
Legend

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



Panther Branch Natural Area
 Parking Area P-2

- Property Boundary
- Parcels
- CWMTF Easement
- Streams
- Area P-2
- Mathematical Point
- Area A
- Existing Corner



**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Contract Approval for the Whitted Complex Roof Replacement

DEPARTMENT: Asset Management Services
(AMS)

ATTACHMENT(S):
Contract with Owens Roofing, Inc.

INFORMATION CONTACT:
Angel Barnes, Capital Projects Manager,
919.245.2628
Steven Arndt, AMS Director, 919.245.2658
Gary Donaldson, Finance & Administrative
Services Director, 919.245.2453

PURPOSE: To:

- 1) Approve a construction contract with Owens Roofing, Inc. for the replacement of the existing roofing system at the Whitted Complex; and
- 2) Authorize the County Manager to execute the Agreement and to execute any subsequent amendments for contingent and unforeseen requirements up to the approved budget amount on behalf of the Board, upon final County Attorney review.

BACKGROUND: In Fiscal Year (FY) 2021-2022, the Orange County Board of Commissioners (BOCC) approved the professional design for the replacement of the existing system for the Whitted Complex roofing system, which includes both buildings "A" (Health Department) and "B" (Dental Clinic). In May, 2022 the completed design was issued for bids, and on June 2, 2022, Orange County received three bids.

FINANCIAL IMPACT: The construction contract with Owens Roofing, Inc. shall be a "not to exceed" contract in the amount of \$893,500, with \$591,500 recommended in the FY2022-23 Capital Improvement Plan and \$302,000 already authorized in the Roofing & Facades Capital Project.

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

- **GOAL: CREATE A SAFE COMMUNITY**
The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse, and domestic violence.
- **GOAL: ENABLE FULL CIVIC PARTICIPATION**
Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

Replacement of the building roof system will create a safe working environment for staff.

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 a construction contract with Owens Roofing, Inc. for the replacement of the existing Whitted Complex roofing system; and
- 2) Authorize the County Manager to execute the Agreement and to execute any subsequent amendments for contingent and unforeseen requirements up to the approved budget amount on behalf of the Board, upon final County Attorney review.

[Departmental Use Only]
TITLE Whitted Roof Complex
FY 2022-2023

NORTH CAROLINA

CONSTRUCTION AGREEMENT OVER \$250,000.00

ORANGE COUNTY

THIS CONSTRUCTION AGREEMENT (hereinafter called "Agreement"), made as of the 5th day of July, 2022, by and between Owens Roofing, Inc., (hereinafter called the "Contractor"), and Orange County, a political subdivision of the State of North Carolina, (hereinafter called the "County," "Orange County," or "Owner").

WITNESSETH:

That the Contractor and the Owner, for the consideration herein named, agree as follows:

1. CONTRACT DOCUMENTS; PRIORITY

The Contract Documents consist of this Agreement, the General Conditions which are fully incorporated in this Agreement, the Request for Proposals, designer approved communications and field orders, the Proposal, Construction Documents and Drawings and Written Specifications. The Contract Documents form the Contract. In the event of any inconsistency between or among the Contract Documents the Contract Documents shall be interpreted in the following order of priority:

- a. This Agreement and incorporated General Conditions attached as Exhibit 1.
- b. Designer approved and stamped construction documents and drawings and written specifications.
- c. Designer approved communications and field orders.
- d. Request for Proposals and addenda thereto.
- e. Proposal.

2. SCOPE OF WORK

The Contractor shall furnish and deliver all of the materials, and perform, and be fully responsible for all of the Work required by this Agreement within the time period stipulated in a written Notice-to-Proceed to be executed by the Contractor and Owner and in accordance with the following enumerated documents, which are made a part hereof as if fully contained herein:

- a. Construction Drawings prepared by Atlas Engineering, Inc. (Sheet COV, 1.0, 2.0, 3.0, 4.0, 5.0, 6.0 dated May 6, 2022)
- b. Written specifications prepared by the Designer.
- c. Owens Roofing, Inc. proposal dated June 2, 2022 which fully describes the work to be performed, such work (hereinafter called the "Work").

- d. Related documents listed under Section 1 above.

3. TERM AND SCHEDULING

- a. The Contractor agrees to commence work pursuant to the written Notice-to Proceed.
- b. The Contractor agrees to complete substantially all Work included by June 30, 2022, or 90 consecutive calendar days from the Notice to Proceed.
- c. Time is of the essence with respect to all dates specified in the Contract Documents as Completion Dates.
- d. The Contractor shall perform the Work in the time, manner and form required by the Contract Documents and as stipulated in a written Notice-to-Proceed to be executed by the Contractor and Owner.

4. STANDARD OF CARE AND DUTIES OF CONTRACTOR

- a. The Contractor shall exercise reasonable care and diligence in performing the Work in accordance with the generally accepted standards of this type of Contractor practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Contractor is solely responsible for the professional quality, accuracy and timely completion and submission of all work.
- b. The Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety, intended performance or configuration.
- c. Contractor shall be responsible for all Contractor, Subcontractor, and Sub-subcontractor errors or omissions, in the performance of the Agreement together with the errors and omissions of any agent or employee of the Contractor or any Subcontractor or Sub-subcontractor. Contractor shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the Owner.
- d. Contractor is an independent contractor of Owner. Any and all employees of the Contractor engaged by the Contractor in the performance of any work or services required of the Contractor under this Agreement, shall be considered employees or agents of the Contractor only and not of the Owner, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.
- e. Contractor shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php). Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination.

- f. If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Contractor represents that it and its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- g. The Contractor shall supervise and direct the Work efficiently and with the Contractor's best skill and attention. Except as specifically set forth in the Contract Documents the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, and for safety precautions and programs in connection with the Work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- h. The Contractor shall appoint a competent Project Manager with general authority to manage the Project for the Contractor. The Contractor shall also keep on the Project at all times during the Work of the Contractor a competent Resident Superintendent and necessary assistants who shall not be replaced without prior written approval by the Designer or by the Owner if a Designer is not retained for the Project.
- i. If, in the opinion of the Designer, any Subcontractor on the Project is incompetent or otherwise unsatisfactory, such Subcontractor shall be replaced by the Contractor with no increase in the Contract Price if and when directed by the Designer.
- j. The Contractor shall attend all progress conferences and all other meetings or conferences. The Contractor shall be represented at these progress conferences by a representative having the authority of the Project Manager and by such other representatives as the Designer may direct.
- k. Costs and expenses of providing samples for and assistance in any testing shall be borne by the Contractor. Any Work in which untested materials are used without written approval or written permission of the Owner or Designer shall be removed and replaced at Contractor's expense.
- l. The Contractor shall obtain all necessary permits including all permits required to complete the Work in compliance with local, state, and federal law.

5. PAYMENT & TAXES

- a. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, and the Contractor hereby agrees to perform all of the Work for a sum not-to-exceed Eight Hundred Ninety Three Thousand, Five Hundred Dollars (\$893,500.00) (Base Bid + Add Alt 1). Not later than the fifth (5th) day of each calendar month the Contractor shall submit to the Owner's Representative, generally the Designer if a Designer is retained on the Work, a Request for Payment for work done during the previous calendar month.
 - (i) The Request for Payment shall be in form of a standardized invoice or AIA Document G702-703 appropriately addressed to Owner's Representative at 551A Pylon Drive, Raleigh, NC 27606 and shall show substantially the value of work done during the previous calendar month.

- (ii) The amount due for payment shall be ninety-five percent (95%) of the value of work completed since the last Request for Payment and this amount shall be paid by the Owner on or before the last business day of the month. Owner shall retain five percent (5%) (the “Retainage”).
 - (1) Upon Owner’s Representative’s certification that fifty percent (50%) of the Work has been satisfactorily completed Retainage shall be reduced to two and one half percent (2½%).
 - (2) Upon Owner’s Representative’s certification that ninety percent (90%) of the Work has been satisfactorily completed Retainage may be discontinued. Retainage may be discontinued, at Owner’s Discretion, so long as work continues to be completed satisfactorily and on schedule.
 - (3) The Owner may discontinue withholding retainage in accordance with the provisions of NCGS-143-(b1)(2) when the project is 50% complete.
 - (iii) Final payment shall not be due to the Contractor until thirty (30) days after Final Completion of the Work, including punch list work, has been satisfactorily (as determined by the County) completed and an appropriate Affidavit, Indemnification, and Release as required in Section 5.4(e) of Exhibit 1 has been received and approved by Owner.
- b. Should Owner reasonably determine that Contractor has failed to perform the Work related to a Request for Payment, Owner, at its discretion may provide the Contractor ten (10) days to cure the breach. Owner may withhold the accompanying payment without penalty until such time as Contractor cures the breach.
 - (i) Should Contractor or its representatives fail to cure the breach within ten (10) days, or fail to reasonably agree to such modified schedule, Owner may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Contractor.
 - (ii) This section shall not be interpreted to limit the definition of breach to the failure to perform the Work related to a Request for Payment.
 - c. The Contractor has included in the Contract Price and shall pay all taxes assessed by any authority on the Work or the labor and materials used therein. It shall be the Contractor's responsibility to furnish the Owner documentary evidence showing the materials used and sales and use tax paid by the Contractor and each of its subcontractors.
 - d. Should the Owner receive notice that the Contractor has failed to pay a Subcontractor for the Work performed related to a Request for Payment, Owner shall have the authority to withhold payment of the disputed amount until parties resolve their dispute. Failure to pay the Contractor pursuant to this section of the Agreement shall not be deemed to be a breach of the Agreement.

6. NON-APPROPRIATION

- a. Contractor acknowledges that Owner is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.
- b. In the event that public funds are unavailable or not appropriated for the performance of Owner's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Owner immediately upon written notice to Contractor of the unavailability or non-appropriation of public funds. It is expressly agreed that Owner shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement.
- c. In the event of a change in the Owner's statutory authority, mandate or mandated functions, by state or federal legislative or regulatory action, which adversely affects Owner's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Owner upon written notice to Contractor of such limitation or change in Owner's legal authority.

7. NOTICES

Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Owner:
 Orange County
 Attn: A. Barnes
 P.O. Box 8181
 Hillsborough, NC 27278

Contractor:
 Owens Roofing, Inc
 Attn: Bert Owens
 1200 Short Journey Road
 Smithfield, NC 27577

8. MISCELLANEOUS

- a. Duties and Obligations imposed by the Contract Documents shall be in addition to any Duties and Obligations imposed by state, federal or local law, rules, regulations and ordinances.
- b. No act or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty granted them under the Contract Documents, nor shall any act or failure to act constitute any approval except as specifically agreed in writing.
- c. The Work shall be tested and inspected as required by the Contract Documents and as required by law. Unless prohibited by law the costs of all such tests and inspections related to state and federal codes such as ADA, Administrative, Electrical, Plumbing, Mechanical and Building Codes shall be borne by the Contractor. The costs for material and structural testing shall be conducted by an independent third party at the expense of the Owner. Delays related to any of the aforementioned tests and inspections shall not be grounds for delaying the completion of the work. If any such tests and inspections reveal deficiencies in the Work such that the Work does not comply with terms or requirements of the Contract Documents and the requirements of any code or law the Contractor is solely responsible for the cost of bringing such deficiencies into compliance with the terms of the Contract Documents and any code or law.
- d. Should the Designer, if a Designer is retained for the project involving the Work, or Owner reject any portion of the Work for failing to comply with the Contract Documents Contractor

shall immediately, at Contractor's expense, correct the Work. Any such rejection may be made before or after substantial completion. If applicable, any additional expense borne by the Designer under this section shall be paid at Contractor's expense.

- e. The County has designated (*Angel Barnes*) to act as the County's representative with respect to the Project and shall have the authority to render decisions within guidelines established by the County Manager or the County Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.
- f. The Contractor shall not assign any portion of this Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner.
- g. In the event of a breach by Contractor Owner has sole authority to determine the reasonableness of Contractor's actions to remedy such breach or complete the performance of its obligations.
- h. Upon request of the Owner, the Contractor shall submit to County all relevant documentation, including but not limited to, job cost records, to support its claims for final compensation and if such request is made final compensation shall not be due until all relevant documentation is received, reviewed, and approved by Owner.

9. CONSEQUENTIAL DAMAGES

- a. Owner and Contractor mutually waive any claim against each other for consequential damages. Consequential Damages include:
 - (i) Damages incurred by Owner for loss of use, income, financing, or business.
 - (ii) Damages incurred by Contractor for office expenses, including personnel, loss of financing, profit, income, business, damage to reputation, or any other non-direct damages.

10. ENTIRE AGREEMENT

All of the documents listed, referenced or described in this Agreement, the written Notice-to-Proceed, together with Modifications made or issued in accordance herewith are the Contract Documents, and the work, labor, materials, and completed construction required by the Contract Documents and all parts thereof is the Work. The Contract Documents constitute the entire agreement between Owner and Contractor. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures. If any provision of the Agreement or General Conditions shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first above written in a number of counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

ORANGE COUNTY:

CONTRACTOR:

By: _____
Bonnie Hammersley, County Manager

By: _____
Bert Owens, President
Printed Name and Title

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Orange County Southern Campus Expansion Stormwater Operations and Maintenance Plan Agreement with Town of Chapel Hill (2501 Homestead Road, Chapel Hill)

DEPARTMENT: Asset Management Services,
County Attorney, &
Environment, Agriculture,
Parks & Recreation

ATTACHMENT(S):
Stormwater Operations and Maintenance
Plan Agreement

INFORMATION CONTACT:
Angel Barnes, Capital Projects Manager,
919.245.2628
Steven Arndt, Asset Management
Services Director, 919.245.2658

PURPOSE: To:

- 1) Approve a Stormwater Operations and Maintenance Plan Agreement with the Town of Chapel Hill for the Orange County Southern Campus Expansion Stormwater Control Measures; and
- 2) Authorize the Chair to sign the necessary paperwork upon final County Attorney review.

BACKGROUND: The Town of Chapel Hill has requested a Stormwater Control Measure Operations and Maintenance Plan Agreement for the Orange County Southern Campus, Seymour Center facility located at 2501 Homestead Road, Chapel Hill. In 2021 the stormwater system was installed to meet the required standards. This agreement is the operations and maintenance plan agreement per the Town of Chapel Hill Section 5.4 Land Use Management Ordinance.

FINANCIAL IMPACT: There is no financial impact associated with this Stormwater Operations and Maintenance Plan Agreement.

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

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

The fair treatment and meaningful involvement of people of all races, cultures, incomes, and educational levels with respect to the development and enforcement of environmental laws, regulations, policies, and decisions. Fair treatment means that no group of people

should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental, and commercial operations or policies.

ENVIRONMENTAL IMPACT: The following Orange County Environmental Responsibility Goal 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.

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

- 1) Approve the Stormwater Operations and Maintenance Plan Agreement with the Town of Chapel Hill for the Orange County Southern Campus Expansion Stormwater Control Measures; and
- 2) Authorize the Chair to sign the necessary paperwork upon final County Attorney review.



Stormwater Operations and Maintenance Plan

AGREEMENT

This Operation and Maintenance Agreement (“Agreement”) is established this ____ day of _____, 20____, by _____ Orange County _____ (“Owner”), who is the owner of the Property (hereinafter defined), on behalf of the Owner, the Association (if applicable), and all successor Owners of the Property and the Town of Chapel Hill (“Town”).

Owner represents, warrants, and agrees that Owner is financially responsible for the maintenance, repair and replacement of all stormwater control structures, appurtenances and vegetation located on the Property. Owner agrees to perform the maintenance as outlined in the Stormwater Operations and Maintenance Plan for each Stormwater Control Measure and as may be applicable or required as part of the regulations set forth in Section 5.4 of the Town of Chapel Hill’s Land Use Management Ordinance. A Homeowners Association or Property Owners Association shall not be the financially responsible party unless more than 50% of the lots or units on the Property have been sold and a resident of the Association has been named the president.

Owner agrees that the Town has the right to access the Stormwater Control Measure(s) (hereinafter “SCM”) on the Property, as deemed necessary in the Town’s sole discretion, by way of the ‘SCM Maintenance & Access Easement’ as recorded on the final plat. Owner recognizes and agrees that Owner is responsible for the maintenance and upkeep of the SCM Maintenance & Access easement.

Owner acknowledges that Town's authorized access to the SCM(s) does not create any operation or maintenance responsibility or obligation on the part of the Town.

Owner shall keep a maintenance record for routine maintenance performed related to SCMs on the Property ("SCM Inspection and Maintenance Log"). The SCM Maintenance Log shall be kept updated by the Owner and be submitted to the Town each year as part of the required annual inspection report package. Any deficiencies noted during routine maintenance shall be corrected, repaired or replaced immediately by Owner. The Owner agrees to notify the Town of any problems with the system or prior to any changes to the SCM.

The Owner must submit this executed Agreement with the Stormwater Operations and Maintenance Plan applicable to the SCMs located on the Property and a copy of the approved As-Built Plans to the Town. Once approved, the Owner shall submit these documents to Orange County Register of Deeds for recordation, and proof of submittal shall be provided to the Town prior to issuance of the Certificate of Occupancy. The Owner shall fulfill the requirements of this Agreement effective upon issuance of the Certificate of Occupancy. In case the ownership of the SCM transfers, the Owner shall, within thirty (30) days of transfer of ownership, notify the Town of such ownership transfer.

Project Name: Orange County Southern Human Services Center Phase 1: Seymour Center Expansion

Parcel Identifier Number: 9880008527

Identify the Stormwater Control Measures on site in the table below.

Stormwater Control Measures	Quantity	ID Number (as noted on plan)
Bioretention Cell	1	
Dry Pond		
Grassed Swale		
Hydrodynamic Separator		
Level Spreader		
Other Type		
Permeable Pavement		
Sand Filter	1	
StormFilter		
Stormwater Wetland		
Underground Detention	1	
Wet Pond	1	

Print Name of Owner: Renee Price

Title & Organization: Board of County Commissioners, Chair/ Orange County

Street Address: 300 West Tryon Street

City, State, Zip: Hillsborough, NC 27278

Phone Number (s): 919.245.2130

Email: rprice@orangecountync.gov

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this the day and year first above written.

Signature of Owner: _____

STATE OF NORTH CAROLINA

COUNTY OF _____ [county in which acknowledgement taken]

I, _____, a Notary Public of _____

County, North Carolina, do hereby certify that _____

personally appeared before me this day and acknowledge the due execution of the forgoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 20_____.



Signature of Notary Public

My Commission Expires _____

Instructions: Record all inspections and maintenance activities for all SCMs at the facility on this form. Use additional log sheets and/or attach extended comments or documentation as necessary. Submit a copy of this completed Stormwater Operations and Maintenance Log Sheet in the Annual Inspection Report. Start a new log at the time of submission. More instructions about SCM inspection submittal guidelines can be found at this [website](#). The following notes provide guidance for completing the Stormwater Operations and Maintenance Log Sheet.

- BMP ID# — If applicable, use ID# from the approved site plan.
- Inspected by — Note all inspections and maintenance activities on this form, including the required independent annual inspection.
- Cause for inspection — Note if the inspection is routine, pre-rainy-season, post-storm, annual, or in response to a noted problem or complaint.
- Conditions Requiring Correction — Note any condition that requires correction or indicates a need for maintenance.
- Comments and Actions Taken — Describe any maintenance performed or will need to be performed in the future.



Stormwater Operation and Maintenance Plan

BIORETENTION CELL

Regular inspection and maintenance are necessary to preserve long-term functionality of Stormwater Control Measures “SCMs” per the original design intent. This Plan outlines the Town of Chapel Hill requirements for regular inspection and maintenance of Bioretention Cell SCMs. The Owner as defined in the Agreement shall keep a copy of this Stormwater Operations and Maintenance Plan, the SCM Inspection and Maintenance Log, and a copy of the approved As-Built Plans in a known set location and made available to the Town of Chapel Hill upon request.

Annual inspections shall be performed by a qualified licensed Professional Engineer or Landscape Architect. Routine maintenance and inspection shall be performed by a qualified professional with NCSU Stormwater Inspection and Maintenance Certification or similar certification.

The qualified professional shall maintain a **SCM Inspection and Maintenance Log** and make available to the Town of Chapel Hill upon request. All inspections shall be recorded in the log according to the frequency in the Inspection and Maintenance Table (Table 1 below) and within 24 hours after storm events that exceed 1.0 inch of rainfall. Any deficit SCM elements noted during inspection shall be recorded in the log and immediately corrected, repaired, or replaced. All routine and corrective/emergency maintenance activities shall be recorded in the log. The log template can be found at the Town of Chapel Hill Stormwater Control Measures [website](#).

An **Annual Inspection and Maintenance Report** shall be submitted to the Town of Chapel Hill Stormwater Department. The report shall detail the status of the SCM and maintenance performed as outlined in the [SCM Inspection Report Guidelines](#). A copy of the annual report shall be submitted to the Town of Chapel Hill Stormwater Management Division beginning one year after issuance of the Certificate of Occupancy.

REQUIRED INSPECTION AND MAINTENANCE TASKS FOR BIORETENTION CELL

NOTE: The following inspection and maintenance table is not an exhaustive list of inspection and maintenance tasks. It is the responsibility of the professional inspecting the facility to perform comprehensive maintenance for the SCM to be operational.

Table 1: Inspection and Maintenance Provisions for Bioretention Cell

FREQUENCY OF INSPECTIONS	MAINTENANCE ACTIVITIES
Upon construction completion	<ul style="list-style-type: none"> • Watering is needed twice a week until the plants become established (commonly 6-8 weeks) and then as needed during first growing season (April-October), depending on rainfall. • Remove and replace dead plants. • Remove any tree stakes or wires six months after planting.
Once every quarter	<ul style="list-style-type: none"> • Mow any bioretention with turf cover to a height of approximately six to eight inches and remove grass clippings. • Check inlet, collection system and outlet device for clogging. Remove accumulated grit, leaves, debris and any other obstructions and dispose off-site. • Inspect for ponding and bare or eroding areas and make adjustments as necessary. • Remove trash and/or debris from the bioretention area.
Twice during the growing season	<ul style="list-style-type: none"> • Pull out weeds and dead, diseased, or invasives plants preferably by hand.
Annually	<ul style="list-style-type: none"> • For bioretention areas without turf cover, supplement triple shredded hard wood mulch in devoid areas to maintain a maximum 3 inch layer. • Prune trees and shrubs to best professional practice. Thin vegetation so that sunlight can penetrate the bioretention surface. • Inspect the observation/cleanout wells to ensure that the underdrain is functioning. If clogging has occurred, wash out the underdrain. • Inspect all structural elements. • Conduct a soil test for pH and heavy metals and determine the infiltration rate.
Once every 2-3 years	<ul style="list-style-type: none"> • For bioretention areas without turf cover, remove and replace the mulch layer with triple shredded hard wood. The ideal time to reapply mulch is in the late spring. • An extensive replanting is required if 50% minimum coverage throughout the basin is not achieved in the bioretention after the second growing season.
Once every 5 to 7 years	<ul style="list-style-type: none"> • Perform facility “make-over” to maintain intended landscaping regime and address any maintenance problems detected during routine inspections. After 5 growing seasons, the vegetation should achieve 75% coverage.
As Needed (Typical Problems)	<p>Vegetation</p> <ul style="list-style-type: none"> • If the bioretention cell suffers from dead or diseased plants or overgrown with invasive species, evaluate the source of the problem: soils, hydrology, species, and/or type of disease to determine the cause of the plant failure. <ul style="list-style-type: none"> ○ Remediate the problem by selecting new species and/or implementing an eradication plan for invasives.

- Ensure appropriate plant maintenance is occurring.
- A one-time fertilizer application to establish ground cover is permissible if a soil test indicates it is necessary. No portion of the dry detention system shall be fertilized after the initial fertilization that is required to establish the vegetation.
- Consult with the Town of Chapel Hill Stormwater Management Division before any aquatic herbicide is used and site specific approval is given.
- If vegetation coverage is not achieved, add reinforcement planting to maintain desired vegetation density and/or split out perennials to increase plant cover. Desired vegetation coverage is 50% after 2 growing seasons and 75% after 5 growing seasons
- Remediate bare soils or erosive gullies.
 - In perimeter areas, regrade the soil to remove the gully, plant a ground cover and water until it is established. If soil test shows that the pH has dropped, dolomitic lime shall be applied as recommended.
 - Within the pretreatment area, provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.

Filter Media Failure

- If the bioretention area shows signs of clogging, identify source of sediment and work to remediate or eliminate it before proceeding with the following maintenance tasks.
 - Flush the underdrains and capture any sediment before it enters any downstream stream or storm drain system.
 - Conduct one or more test pits to determine the depth of soil contamination.
 - Before remediating the filter bed, remove and temporary store any plants.
 - Remove the accumulated sediment to the point where sediment is no longer observed in the soil media plus an additional 2 inches of soil. Either replace with new media or till 2 to 3 inches of sand into the upper 8 to 12 inches of soil.
 - Dispose of any removed soil in an appropriate off-site location.
 - Replant and mulch the area of disturbance.
- If soil test shows that the pH has dropped, dolomitic lime shall be applied as recommended.
- If the soil test shows that heavy metals have accumulated, the toxic soils shall be removed, disposed of properly, and replaced with new planting media.

Structural Integrity

- Replace or repair any cracked, separated or damaged inlet pipes, drop inlets, overflow structure, outfalls, impoundment walls or other structural elements.

Functionality

- If flow is bypassing the pretreatment area, regrade to route all flow to the pretreatment area.
- Sediment Accumulation
 - Maintain stable ground cover in the drainage area.

- Sweep or vacuum sediment on pavement in the contributing drainage area.
- If sedimentation or clogging is occurring in the inlet, design modification may be needed to ensure adequate drop or slope between inlet and filter bed.
- If sediment has accumulated in the forebay area or basin reducing its depth to 75% of the original design depth, remove the sediment, restabilize the area, and replace with clean rock. Search for the source of the sediment in the drainage area and remedy the problem if possible.
- If greater than one feet of localized bed sinking and/or sediment is observed by the underdrain or overflow, conduct a test pit excavation by hand to examine subsurface conditions. Look for sediment across layers, discoloration, voids, loss of material. Cause of bed sinking may be breached material layers, poor connections, or damaged pipes. Repair the test pit to full functionality without cross contamination of the individual material layers.

For additional information or if damage has occurred at the outlet which effects the receiving water, contact the Town at Chapel Hill Stormwater Management at 919-969-7246 (RAIN).



Stormwater Operations and Maintenance Plan

SAND FILTER

Regular inspection and maintenance are necessary to preserve long-term functionality of Stormwater Control Measures “SCMs” per the original design intent. This Plan outlines the Town of Chapel Hill requirements for regular inspection and maintenance of Sand Filter SCMs. The Owner as defined in the Agreement shall keep a copy of this Stormwater Operations and Maintenance Plan, the SCM Inspection and Maintenance Log, and a copy of the approved As-Built Plans in a known set location and made available to the Town of Chapel Hill upon request.

Annual inspections shall be performed by a qualified licensed Professional Engineer or Landscape Architect. Routine maintenance and inspection shall be performed by a qualified professional with NCSU Stormwater Inspection and Maintenance Certification or similar certification.

The qualified professional shall maintain a **SCM Inspection and Maintenance Log** and make available to the Town of Chapel Hill upon request. All inspections shall be recorded in the log according to the frequency in the Inspection and Maintenance Table (Table 1 below) and within 24 hours after storm events that exceed 1.0 inch of rainfall. Any deficit SCM elements noted during inspection shall be recorded in the log and immediately corrected, repaired, or replaced. All routine and corrective/emergency maintenance activities shall be recorded in the log. The log template can be found at the Town of Chapel Hill Stormwater Control Measures [website](#).

An **Annual Inspection and Maintenance Report** shall be submitted to the Town of Chapel Hill Stormwater Department. The report shall detail the status of the SCM and maintenance performed as outlined in the [SCM Inspection Report Guidelines](#). A copy of the annual report shall be submitted to the Town of Chapel Hill Stormwater Management Division beginning one year after issuance of the Certificate of Occupancy.

REQUIRED INSPECTION AND MAINTENANCE TASKS FOR SAND FILTERS

NOTE: The following inspection and maintenance table is not an exhaustive list of inspection and maintenance tasks. It is the responsibility of the professional inspecting the facility to perform comprehensive maintenance for the SCM to be operational.

Table 1: Inspection and Maintenance Provisions for Sand Filters

FREQUENCY OF INSPECTIONS	MAINTENANCE ACTIVITIES
Upon completion of construction	<ul style="list-style-type: none"> • If a pretreatment grass filter strip has been built, water twice a week until the grass become established (commonly 6-8 weeks), depending on rainfall.
Once every quarter	<ul style="list-style-type: none"> • Maintain any grass at the perimeter of the sand filter to a height of approximately six to eight inches. • Check inlet, outlet, and conveyance system for any obstructions or clogging. Remove accumulated grit, leaves, and debris and dispose off-site. • Remove any trash present on the sand filter surface. • Inspect for prolonged ponding and bare or eroding areas and make adjustments as necessary.
Twice during the growing season	<ul style="list-style-type: none"> • Remove any vegetation growing on the surface of the sand filter preferably by hand.
Annually	<ul style="list-style-type: none"> • Skim the first inch of sand media. • If a sedimentation chamber is present, pump out oil and grit.
As Needed (Typical Problems)	<p>Structural Integrity</p> <ul style="list-style-type: none"> • Replace or repair any cracked, separated or damaged inlet pipes, outfalls, or other structural elements. • Remediate bare soils or erosive gullies by regrading the soil to remove the gully, plant ground cover and water until it is established. • If erosion has occurred within the forebay or pretreatment area, provide additional erosion protection such as reinforced turf matting or riprap. <p>Functionality</p> <ul style="list-style-type: none"> • Sediment Accumulation <ul style="list-style-type: none"> ○ Maintain stable ground cover in the drainage area. ○ Sweep or vacuum sediment on pavement in the contributing drainage area. ○ If sediment has accumulated in the pre-treatment area to a depth greater than six inches, remove the top few inches of drainage media and dispose of it in a location where it will not cause impacts to the SCM or a stream. Search for the source of the sediment in the drainage area and remedy the problem. • Filter Media Failure <ul style="list-style-type: none"> ○ If water is ponding on the surface for more than 24 hours after a storm event, check to see if the underdrain collection system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, consult an appropriate professional. All the sand filter media may need to be replaced.

	<p>For additional information or if damage has occurred at the outlet which effects the receiving water, contact the Town at Chapel Hill Stormwater Management at 919-969-7246 (RAIN).</p>
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ALL CONSTRUCTION SHALL CONFORM WITH TOWN OF CHAPEL HILL STANDARDS AND SPECIFICATIONS. ALL CONSTRUCTION INSIDE OF THE HOMESTEAD ROAD PUBLIC RIGHT-OF-WAY SHALL COMPLY WITH MCDOT STANDARDS AND SPECIFICATIONS. ALL PROPOSED WATER AND SANITARY SEWER CONSTRUCTION SHALL COMPLY WITH OWASA STANDARDS AND SPECIFICATIONS.

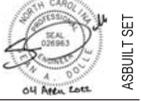
REFER TO SHEET C-001 FOR PROJECT AND SHEET RELATED NOTES.



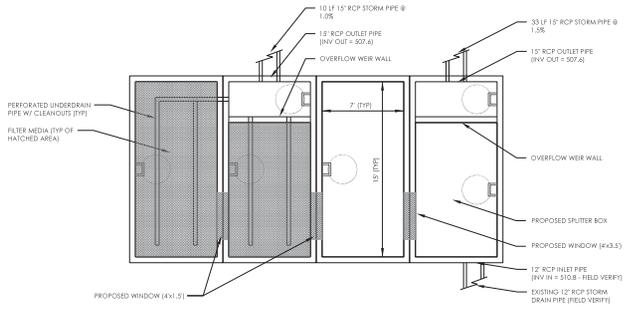
T 919 781 8582
4807 Lila Boone Trail
Suite 205
Raleigh, NC 27607



4707 Lila Boone Road
Raleigh, NC 27606
919-438-3694 (c)
Firm License C-3888



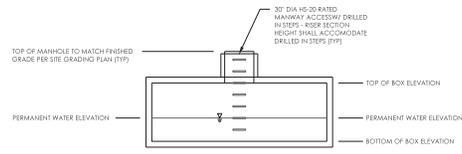
Orange County Southern Human Services Center
Seymour Center Renovation and Addition
2561 Homestead Rd., Chapel Hill, NC 27516



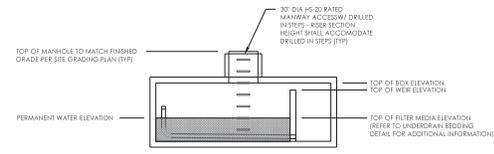
PLAN VIEW

- NOTES:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND INSTALLING A SAND FILTER SYSTEM THAT MEETS THE MINIMUM REQUIREMENTS LISTED ON THESE PLANS.
 2. THE SAND SHALL BE CLEAN, WASHED, SCARIE SAND PER ASTM C333. THE AVERAGE SAND PARTICLE SIZE SHALL BE LESS THAN 0.4MM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A COPY OF THE MEDIA MANUFACTURER'S CERTIFICATION FROM THE SUPPLIER INDICATING THAT IT IS COMPLIANT WITH ASTM C333.
 3. ALL WALL BOTTOM, TOP, AND VERTICAL AND REINFORCING SHALL BE PER MANUFACTURER OR STRUCTURAL ENGINEER.
 4. THE DEVICE SHALL BE DESIGNED TO HANDLE HEAVY DUTY TRAFFIC LOADING.
 5. THE DEVICE SHALL BE DESIGNED TO HANDLE HEAVY DUTY TRAFFIC LOADING WITH MANUFACTURER'S RECOMMENDATION AND A LICENSED TECHNICAL ENGINEER.
 6. CONTRACTOR SHALL PROVIDE MANWAY ACCESS PORTS WITH DRILLED-IN STEPS AND ALL PORTIONS OF THE DEVICE.
 7. PROVIDE WATER TIGHT SEALS AT ALL JOINTS.
 8. UNDERDRAIN PIPES SHALL BE 4\"/>
 - 9. THE SAND FILTER SCHEMATIC DETAIL IS PROVIDED FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR THE PROPOSED DEVICE TO THE DESIGN TEAM FOR REVIEW PRIOR TO CONSTRUCTION.
 - 10. UNDER NO CIRCUMSTANCES SHALL THE SAND MEDIA BE INSTALLED IN THE DEVICE PRIOR TO COMPLETION OF CONSTRUCTION AND STABILIZATION OF ALL AREAS WITHIN THE DEVICE.
 - 11. THE CONTRACTOR SHALL IN-PURVEY ASBUILT DOCUMENTS TO THE OWNER'S REPRESENTATIVE FOR USE IN THE FINAL SCM CERTIFICATION.
 - 12. THE SAND FILTER STRUCTURE SHALL COMPLY APPLICABLE CITY, STATE, AND FEDERAL SUBDIVISIONS.
 - 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SCM DESIGN WITH THE MANUFACTURER AND THE SITE CONSTRUCTION DRAWINGS.

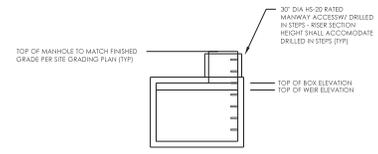
DESIGN SUMMARY	
TOP OF BOX ELEVATION	512.67
BOTTOM OF BOX ELEVATION	507.67
TOP OF SAND ELEVATION	509.67
PERMANENT WATER ELEVATION	511.17
TOP OF WINDOW ELEVATION	509.67
BOTTOM OF WINDOW ELEVATION	509.67
TOP OF WEIR ELEVATION	512.17
MIN. REQUIRED WATER QUALITY VOLUME	930 CF
WATER QUALITY VOLUME PROVIDED	927.3 CF
UNDERDRAIN PIPE SIZE	4"
UNDERDRAIN PIPE MIN. SLOPE	1.0%
WATER QUALITY VOLUME ELEVATION	512.17



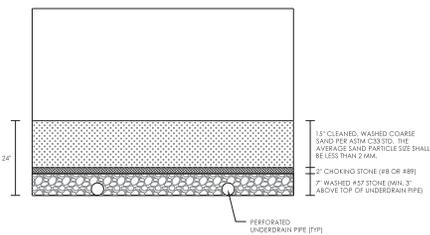
SAND FILTER SEDIMENT CHAMBER SECTION VIEW



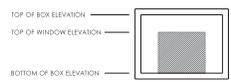
SAND FILTER CHAMBER SECTION VIEW



SPLITTER BOX SECTION VIEW (END)



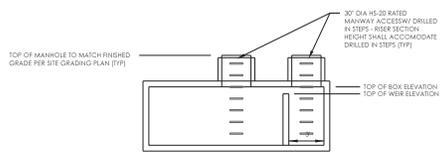
UNDERDRAIN BEDDING DETAIL



4' X 3.5' WINDOW



4' X 1.5' WINDOW



SPLITTER BOX SECTION VIEW (SIDE)

ORANGE COUNTY SOUTHERN HUMAN SERVICES CENTER
SEYMOUR CENTER RENOVATION AND ADDITION
2561 Homestead Rd., Chapel Hill, NC 27516

KEY PLAN
NO SCALE

ID	DATE	DESCRIPTION
1	04.04.2022	ASBUILTS
2	08.13.2019	ADD VETLANDS
3	05.08.2019	REV. PER IAW REVIEW
4	03.29.2019	REV. PER IAW REVIEW
5	03.18.2019	ISSUED FOR BID

DRAWN BY: SAD
CHECKED BY: SAD

STORMWATER
MANAGEMENT
DETAILS

2017027 21 DEC 2018

C6-30



Stormwater Operations and Maintenance Plan

UNDERGROUND DETENTION

Regular inspection and maintenance are necessary to preserve long-term functionality of Stormwater Control Measures “SCMs” per the original design intent. This Plan outlines the Town of Chapel Hill requirements for regular inspection and maintenance of Underground Detention SCMs. The Owner as defined in the Agreement shall keep a copy of this Stormwater Operations and Maintenance Plan, any applicable proprietary manufacturer’s O&M Plan, the SCM Inspection and Maintenance Log, and a copy of the approved As-Built Plans in a known set location and made available to the Town of Chapel Hill upon request.

Annual inspections shall be performed by a qualified licensed Professional Engineer or Landscape Architect. Routine maintenance and inspection shall be performed by a qualified professional with NCSU Stormwater Inspection and Maintenance Certification or similar certification.

The qualified professional shall maintain a **SCM Inspection and Maintenance Log** and make available to the Town of Chapel Hill upon request. All inspections shall be recorded in the log according to the frequency in the Inspection and Maintenance Table (Table 1 below) and within 24 hours after storm events that exceed 1.0 inch of rainfall. Any deficit SCM elements noted during inspection shall be recorded in the log and immediately corrected, repaired, or replaced. All routine and corrective/emergency maintenance activities shall be recorded in the log. The log template can be found at the Town of Chapel Hill Stormwater Control Measures [website](#).

An **Annual Inspection and Maintenance Report** shall be submitted to the Town of Chapel Hill Stormwater Department. The report shall detail the status of the SCM and maintenance performed as outlined in the [SCM Inspection Report Guidelines](#). A copy of the annual report shall be submitted to the Town of Chapel Hill Stormwater Management Division beginning one year after issuance of the Certificate of Occupancy.

REQUIRED INSPECTION AND MAINTENANCE TASKS FOR UNDERGROUND DETENTION

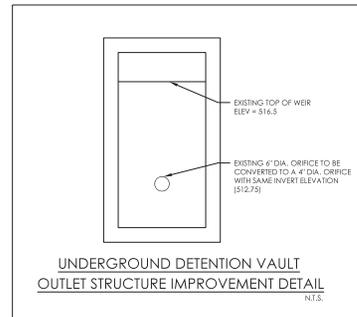
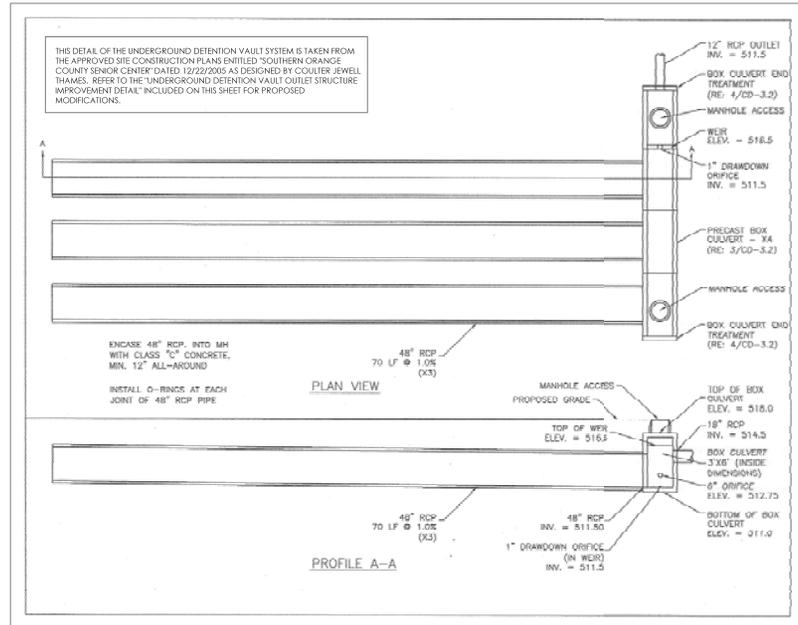
NOTE: The following inspection and maintenance table is not an exhaustive list of inspection and maintenance tasks. It is the responsibility of the professional inspecting the facility to perform comprehensive maintenance for the SCM to be operational.

Table 1: Inspection and Maintenance Provisions for Underground Detention

FREQUENCY OF INSPECTIONS	MAINTENANCE ACTIVITIES
Biannually	<ul style="list-style-type: none"> • Check detention chambers and pipes for any obstructions, clogging, or damage. Remove accumulated grit, leaves, and debris and dispose off-site. • Remove any trash or debris present within the drainage area and outfall area. • Inspect the detention system for structural integrity and any accumulation of liquids or solids within the unit.
Yearly	<ul style="list-style-type: none"> • If the detention is in an area that is salted regularly during winter, the system should be rinsed during the springtime to prevent salting agents from accumulating inside the pipes.
As Needed (Typical Problems)	<p>Structural Integrity</p> <ul style="list-style-type: none"> • Repair any cracks, spalled areas, rusted areas within the detention chambers. • Replace any crushed or collapsed pipes under the supervision of a professional engineer. • Replace the detention structure if it has severely deteriorated. • Repair eroded outfall channels with additional riprap armoring or other permanent lining material. <p>Functionality</p> <ul style="list-style-type: none"> • Sediment Accumulation <ul style="list-style-type: none"> ○ Maintain stable ground cover in the drainage area. ○ Sweep or vacuum sediment on pavement in the contributing drainage area. ○ Any accumulated sediment in the detention unit must be disposed to a waste handling facility. • Other Pollutants <ul style="list-style-type: none"> ○ Identify and eliminate any sources of excessive oil loading. ○ If clogging becomes a persistent issue that prevents drawdown, a trashrack is required on the discharge orifice within the underground detention structure. <p>For additional information or if damage has occurred at the outlet which effects the receiving water, contact the Town at Chapel Hill Stormwater Management at 919-969-7246 (RAIN).</p>

ALL CONSTRUCTION SHALL CONFORM WITH TOWN OF CHAPEL HILL STANDARDS AND SPECIFICATIONS. ALL CONSTRUCTION INSIDE OF THE HOMESTEAD ROAD PUBLIC RIGHT-OF-WAY SHALL COMPLY WITH NCDOT STANDARDS AND SPECIFICATIONS. ALL PROPOSED WATER AND SANITARY SEWER CONSTRUCTION SHALL COMPLY WITH OWASA STANDARDS AND SPECIFICATIONS.

REFER TO SHEET C-001 FOR PROJECT AND SHEET RELATED NOTES.



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ASBUILT SET

THESE DRAWINGS ARE THE PROPERTY OF SMITH SINNETT ARCHITECTURE, P.A. THE REPRODUCER AND/OR USER OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. ALL RIGHTS RESERVED. THIS DRAWING IS FOR THE USE OF THE CLIENT ONLY. ANY REUSE OR MODIFICATION OF THESE DRAWINGS WITHOUT THE WRITTEN CONSENT OF SMITH SINNETT ARCHITECTURE, P.A. IS STRICTLY PROHIBITED.

ORANGE COUNTY SOUTHERN HUMAN SERVICES CENTER SEYMOUR CENTER RENOVATION AND ADDITION

2651 Homestead Rd, Chapel Hill, NC. 27516

KEY PLAN

NO SCALE

3	04.04.2022	ASBUILT
5	08.13.2019	ADD. WETLANDS
4	05.08.2019	REV. PER AIA REVIEW
3	03.25.2019	REV. PER AIA REVIEW
2	03.18.2019	ISSUED FOR BID

ID	DATE	DESCRIPTION
		SAD
		SAD

STORMWATER MANAGEMENT DETAILS

2017027 21 DEC 2018

C6-20



Stormwater Operation and Maintenance Plan

WET POND

Regular inspection and maintenance are necessary to preserve long-term functionality of Stormwater Control Measures “SCMs” per the original design intent. This Plan outlines the Town of Chapel Hill requirements for regular inspection and maintenance of Wet Pond SCMs. The Owner as defined in the Agreement shall keep a copy of this Stormwater Operations and Maintenance Plan, the SCM Inspection and Maintenance Log, and a copy of the approved As-Built Plans in a known set location and made available to the Town of Chapel Hill upon request.

Annual inspections shall be performed by a qualified licensed Professional Engineer or Landscape Architect. Routine maintenance and inspection shall be performed by a qualified professional with NCSU Stormwater Inspection and Maintenance Certification or similar certification.

The qualified professional shall maintain a **SCM Inspection and Maintenance Log** and make available to the Town of Chapel Hill upon request. All inspections shall be recorded in the log according to the frequency in the Inspection and Maintenance Table (Table 1 below) and within 24 hours after storm events that exceed 1.0 inch of rainfall. Any deficit SCM elements noted during inspection shall be recorded in the log and immediately corrected, repaired, or replaced. All routine and corrective/emergency maintenance activities shall be recorded in the log. The log template can be found at the Town of Chapel Hill Stormwater Control Measures [website](#).

An **Annual Inspection and Maintenance Report** shall be submitted to the Town of Chapel Hill Stormwater Department. The report shall detail the status of the SCM and maintenance performed as outlined in the [SCM Inspection Report Guidelines](#). A copy of the annual report shall be submitted to the Town of Chapel Hill Stormwater Management Division beginning one year after issuance of the Certificate of Occupancy.

REQUIRED INSPECTION AND MAINTENANCE TASKS FOR WET POND

NOTE: The following inspection and maintenance table is not an exhaustive list of inspection and maintenance tasks. It is the responsibility of the professional inspecting the facility to perform comprehensive maintenance for the SCM to be operational.

Table 1: Inspection and Maintenance Provisions for Wet Pond

FREQUENCY OF INSPECTIONS	MAINTENANCE ACTIVITIES
Upon completion of construction	<ul style="list-style-type: none"> Watering is needed twice a week until the plants on the vegetated shelf and perimeter of the basin become established (commonly 6-8 weeks), depending on rainfall.
Once a quarter	<ul style="list-style-type: none"> Mow grass surface areas to a height of approximately six to eight inches and remove grass clippings. Check inlet system/forebay and outlet device for any obstructions or clogging. Remove accumulated grit, leaves, and debris and dispose off-site. Remove any trash within the pond area. Inspect for ponding and bare or eroding areas and make adjustments before the next rainfall as necessary.
Twice during the growing season	<ul style="list-style-type: none"> Pull out dead or diseased plants, weeds, or invasives preferably by hand.
Annually	<ul style="list-style-type: none"> Have the embankment inspected by a dam safety expert. Remove woody species on or near embankment area and maintenance access. A dam safety specialist should be consulted to remove any trees. Prune trees and shrubs to best professional practice. Thin vegetation so that sunlight can penetrate the pond surface.
As needed (Typical Problems)	<p>Vegetation</p> <ul style="list-style-type: none"> If the wet pond suffers from dead or diseased plants or overgrown with invasive species, evaluate the source of the problem: soils, hydrology, species, and/or type of disease to determine the cause of the plant failure. <ul style="list-style-type: none"> Remediate the problem by selecting new species and/or implementing an eradication plan for invasives. Ensure appropriate plant maintenance is occurring. A one-time fertilizer application to establish ground cover is permissible if a soil test indicates it is necessary. No portion of the wet pond system shall be fertilized after the initial fertilization that is required to establish the vegetation. Consult with the Town of Chapel Hill Stormwater Management Division. If algal growth covers 50% of the area, consult a professional to remove and control the algal growth. If cattails, phragmites, or other invasive plants exceed 50% of the wet pond, remove invasives by physical removal or wiping them with a herbicide. Consult the Town of Chapel Hill before any aquatic herbicide is used. Site specific approval is required. Extended periods of dewatering may be a possible treatment approach for reducing invasives.

- Remediate bare soils or erosive gullies.
 - In perimeter areas, regrade the soil to remove the gully, plant a ground cover and water until it is established. If soil test shows that the pH has dropped, dolomitic lime shall be applied as recommended.
 - Within the pretreatment area, provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.

Structural integrity

- Replace or repair any cracked, separated or damaged inlet pipes, outfalls, impoundment walls or other structural elements.
- If dam embankment or emergency spillway needs maintenance, consult with a professional.

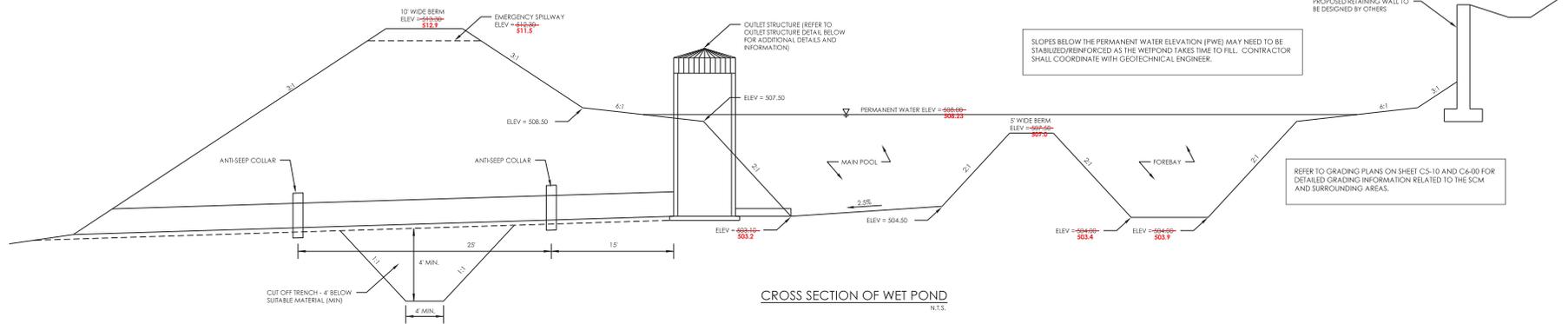
Functionality

- Sediment Accumulation
 - Maintain stable ground cover in the drainage area.
 - Sweep or vacuum sediment on pavement in the contributing drainage area.
 - If sedimentation or clogging is occurring in the inlet, design modification may be needed to ensure adequate drop or slope between inlet and filter bed.
 - If sediment has accumulated in the forebay area reducing its depth to 75% of the original design depth, remove the sediment off site, restabilize the area, and replace with clean rock. Search for the source of the sediment in the drainage area and remedy the problem if possible.
- If there are visible disturbances to the forebay design, make the necessary repairs to ensure that the forebay is functioning as intended.
- If evidence of a muskrat or beaver activity is observed, contact a professional to remove muskrat or beaver.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.

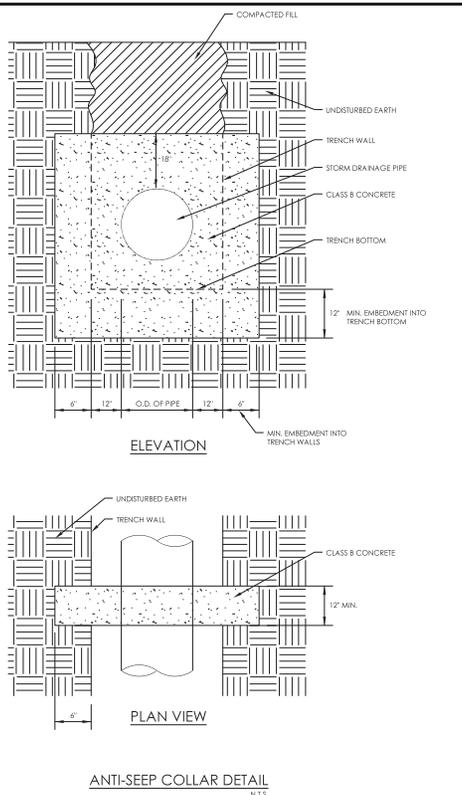
For additional information or if damage has occurred at the outlet which effects the receiving water, contact the Town at Chapel Hill Stormwater Management at 919-969-7246 (RAIN).

ALL CONSTRUCTION SHALL CONFORM WITH TOWN OF CHAPEL HILL STANDARDS AND SPECIFICATIONS. ALL CONSTRUCTION INSIDE OF THE HOMESTEAD ROAD PUBLIC RIGHT-OF-WAY SHALL COMPLY WITH NC DOT STANDARDS AND SPECIFICATIONS. ALL PROPOSED WATER AND SANITARY SEWER CONSTRUCTION SHALL COMPLY WITH OWASA STANDARDS AND SPECIFICATIONS.

REFER TO SHEET C-001 FOR PROJECT AND SHEET RELATED NOTES.



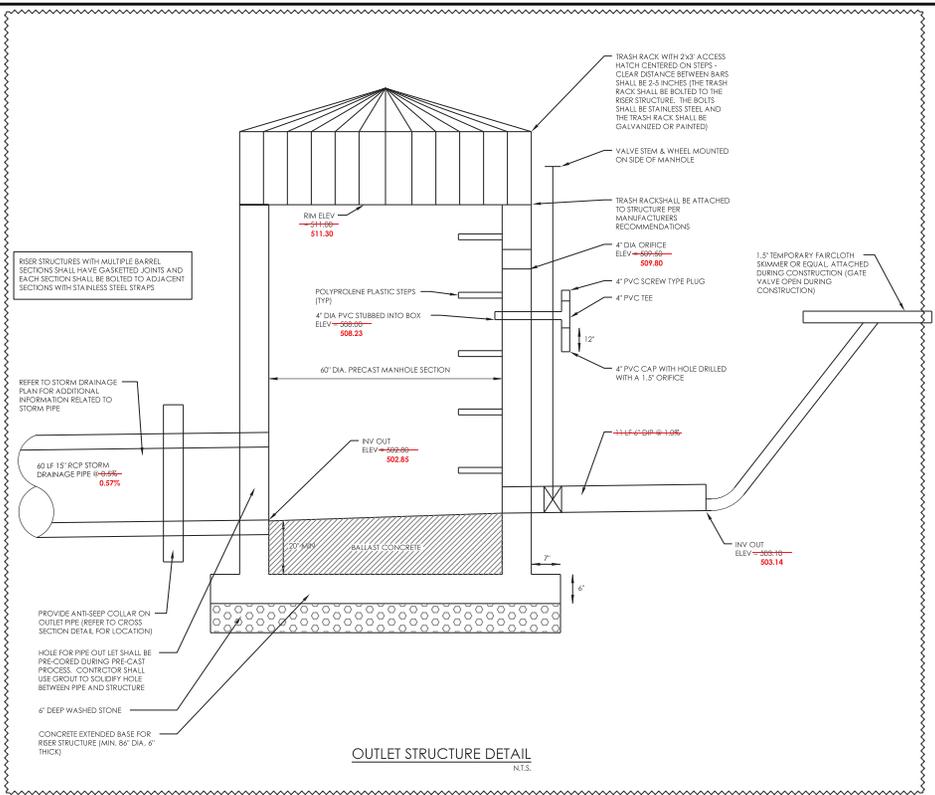
CROSS SECTION OF WET POND
N.T.S.



ELEVATION

PLAN VIEW

ANTI-SEEP COLLAR DETAIL
N.T.S.



OUTLET STRUCTURE DETAIL
N.T.S.

WET DETENTION BASIN CONSTRUCTION SEQUENCE

1. UNDER NO CIRCUMSTANCES SHALL THE WET DETENTION BASIN BE FINISHED AND PLANTED PRIOR TO COMPLETION OF CONSTRUCTION AND STABILIZATION OF ALL AREAS WHICH DRAIN TO THE BASIN.
2. IF THE WET DETENTION BASIN IS TO BE USED AS A SEDIMENT BASIN DURING CONSTRUCTION, ROUGH GRADE PER FLANK, FILL PLACEMENT AND OUTLET STRUCTURE CONSTRUCTION SHALL BE IN COMPLIANCE WITH DETAILS AND WET DETENTION BASIN CONSTRUCTION NOTES HEREOF. IF THE WET DETENTION BASIN HAS BEEN PREVIOUSLY PROPOSED AND/OR USED AS A SEDIMENT BASIN, REMOVE AND DISPOSE OF SEDIMENT DEPOSITS WITHIN THE BASIN AREA.
3. ROUGH GRADE WET DETENTION BASIN AS NECESSARY AFTER SEDIMENT REMOVAL AND TO FINALIZE BASIN GRADIES. ALL FILL PLACEMENT SHALL BE IN COMPLIANCE WITH THE SPECIFICATION IN THE CONSTRUCTION NOTES ON THIS SHEET.
4. AFTER ROUGH GRADING WET DETENTION BASIN, BEGIN FINE GRADING TO CONSTRUCTION FOREBAY, BERMS/WALLS AND MAIN POOL AREA. GRADING TOLERANCE FOR THE WET DETENTION BASIN SHALL BE +/- 0.25 FEET FROM GRADIES SHOWN ON THESE PLANS.
5. IN CONJUNCTION WITH GRADING AND FILL PLACEMENT, CONSTRUCT OUTLET STRUCTURE TO BRING IT INTO COMPLIANCE WITH THESE PLANS. IF OUTLET STRUCTURES WERE CONSTRUCTED WITH ROUGH GRADING WHEN USING THE WET DETENTION BASIN AS SEDIMENT BASIN, STOP TO NEXT STEP.
6. WHEN THE FINE GRADING AND OUTLET STRUCTURE ARE COMPLETE, THE CONTRACTOR SHALL HAVE THEIR SURVEYOR THE DEVICE INCLUDING A DETAILED TOPOGRAPHIC SURVEY. THE CONTRACTOR SHALL PROVIDE THE AS-BUILT SURVEY INFORMATION TO THE PROJECT ENGINEER FOR REVIEW AND EVALUATION.
7. IF THE ENGINEER DETERMINES THAT GRADING IS NOT IN COMPLIANCE WITH THESE DRAWINGS, THE CONTRACTOR SHALL MAKE CORRECTIONS AS REQUIRED BY THE ENGINEER AND REPEAT PREVIOUS STEP, OTHERWISE, PROCEED TO NEXT STEP.
8. UPON NOTIFICATION FROM THE ENGINEER THAT THE WET DETENTION BASIN IS IN COMPLIANCE WITH THESE DRAWINGS, PROVIDE LANDSCAPING IN COMPLIANCE WITH THE LANDSCAPE PLAN. IF TRIMMING IS SUCH THAT PLANTINGS WOULD OCCUR IN SUMMER MONTHS, COORDINATE WITH THE OWNER'S REPRESENTATIVE AND LOCAL MUNICIPALITY ABOUT BEST PRACTICES UNTIL FALL OR EARLY WINTER FOR MAXIMUM SURVIVABILITY OF PLANTINGS.
9. SEED ALL DISTURBED AREAS PER THE SEEDING SCHEDULE SHOWN ON THESE PLANS.
10. CALL NCDEQ AND THE TOWN STORMWATER INSPECTOR FOR APPROVAL OF STABILIZATION. A FINAL STORMWATER MANAGEMENT INSPECTION MUST BE SCHEDULED AT LEAST 30 DAYS IN ADVANCE OF REQUESTING THE CERTIFICATE OF OCCUPANCY.
11. CONTRACTOR SHALL WATER NEW PLANT MATERIALS PLANTED IN THE WET DETENTION BASIN UNTIL COMPLETION OF ALL OTHER SITE RELATED CONSTRUCTION. AFTER THE WORK IS COMPLETED, THE CONTRACTOR SHALL CONTINUE TO WATER AND MAINTAIN THE PLANT MATERIALS IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

WET DETENTION BASIN CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE OF NORTH CAROLINA AND TOWN OF CHAPEL HILL STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL WARRANTY ALL PLANTED MATERIALS FOR A PERIOD OF 2 YEARS FROM THE DATE OF INSTALLATION. AT THE END OF THE FIRST YEAR AND AT THE END OF THE SECOND YEAR, THE CONTRACTOR SHALL REEVALUATE ALL PLANTS WHICH DO NOT SURVIVE. ANY HEALTHY PLANTS DAMAGED DURING PLANT REPLACEMENT SHALL BE REPLACED.
3. SOIL BELOW ELEVATION 510.0 SHALL BE TESTED BY THE USDA, AGRICULTURAL EXTENSION OFFICE FOR pH, WHICH MUST FALL BETWEEN 5.5 AND 7.0. TESTS SHALL ALSO BE PERFORMED FOR NUTRIENTS SUCH AS NITROGEN, PHOSPHORUS, AND POTASSIUM AND FOR MINERALS SUCH AS CHLORATED IRON AND LIME. AMENDMENTS TO SOIL, RECOMMENDED BY USDA, SHALL BE INCORPORATED INTO SOIL TO PROMOTE VIGOROUS VEGETATION AND PLANT GROWTH. RECORDS OF TESTS AND AMENDMENTS PROVIDED BY CONTRACTOR SHALL BE PROVIDED TO THE OWNER'S REPRESENTATIVE.
4. LANDSCAPING PLANTINGS SHOWN HEREIN SHALL BE INSTALLED DURING THE FALL SEASON OR EARLY WINTER IF POSSIBLE FOR MAXIMUM SURVIVABILITY.
5. THE CONTRACTOR SHALL HAVE THE OWNER'S GEOTECHNICAL ENGINEER TEST ALL EMBANKMENTS AND FILL PLACEMENT FOR PROPER COMPACTION. PROPER COMPACTION SHALL BE FOR THE GEOTECHNICAL ENGINEER'S RECOMMENDATION OR THESE PLANS, WHICHEVER IS MORE STRINGENT. ALL FILL MATERIALS USED FOR THE DAM EMBANKMENT SHALL BE TAKEN FROM BERMING AREAS APPROVED BY THE GEOTECHNICAL ENGINEER. THE FILL MATERIAL SHALL BE FREE OF ROOTS, STUMPS, WOOD, STONE GREATER THAN 6\"/>

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grounded
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SEAL
STATE OF NORTH CAROLINA
No. 22689
L. A. Vay Esq.
AS-BUILT SET

ORANGE COUNTY SOUTHERN HUMAN SERVICES CENTER
SEYMOUR CENTER RENOVATION AND ADDITION

2651 Homestead Rd., Chapel Hill, NC. 27516

THESE DRAWINGS ARE SUBMITTED TO BE PRINTED ON A 24\"/>

KEY PLAN
NO SCALE

7	04/08/2022	REV AS-BUILTS
6	04/04/2022	AS-BUILTS
5	08/13/2019	ADD WETLANDS
4	06/08/2019	REV PER PLAN REVIEW
3	03/29/2019	REV PER PLAN REVIEW

ID DATE DESCRIPTION

DRAWN BY: SAD

CHECKED BY: SAD

STORMWATER MANAGEMENT DETAILS

2017027 21 DEC 2018

C6-10

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Memorandum of Agreement with Administrative Office of the Courts

DEPARTMENT: Asset Management Services

ATTACHMENT(S):

1. Memorandum of Agreement

INFORMATION CONTACT:

Steven Arndt, Asset Management
Director, 919-245-2658
Alan Dorman, Asset Management
Assistant Director, 919-245-2627

PURPOSE: To review the Memorandum of Agreement with the Administrative Office of the Courts and consider authorizing the Manager to sign the agreement upon final review of the County Attorney.

BACKGROUND: The Administrative Office of the Courts (“AOC”) has undertaken an initiative to upgrade courtrooms across the state with audio-visual equipment that dramatically improves a courtroom’s ability to conduct judicial hearings and other court functions using hybrid-meeting technology. The AOC has contracted with ePlus, Inc. to install this equipment in courtrooms statewide.

As part of this initiative, the AOC is funding the improvements in two courtrooms in each County. Additionally, the AOC is offering each county the opportunity to upgrade additional courtrooms at their own expense through the same vendor.

The Manager recommended \$225,000 in the FY 2022-2032 Capital Investment Plan to fund the improvement of three additional courtrooms in FY 2022-23, thereby ensuring that all courtrooms maintained by Orange County are upgraded.

In addition to the funding, the AOC requires that the County sign a Memorandum of Agreement between the AOC and the County. The agreement provides that the County will purchase the equipment through ePlus using the AOC’s specified procurement procedures, pay for additional improvements needed in the Courtroom for the system, and maintain the equipment after the warranty period has expired.

FINANCIAL IMPACT: While the Memorandum of Agreement only requires the County to pay for site surveys in the event the County decides not to move forward with upgrades, the Manager

recommended that the BOCC approve \$225,000 for audio/visual improvements in FY 2022-23 in the FY 2022-2032 Capital Investment Plan.

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

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

RECOMMENDATION(S): The Manager recommends that the Board authorize the Manager to sign the agreement upon final review of the County Attorney.

**NORTH CAROLINA
WAKE COUNTY**

**MEMORANDUM OF AGREEMENT
Courtroom Upgrades for Remote Proceedings**

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the **NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS (NCAOC)** and the **COUNTY OF Orange (County)**, jointly referred to as the Parties and individually as a Party, and is effective as of the date of the last signature below.

WHEREAS, Session Law 2021-47 was enacted on June 18, 2021, adding a new section G.S. 7A-49.6, which significantly expands the courts' authority to hold proceedings by audio and video (AV) transmission;

WHEREAS, to facilitate proceedings conducted by AV transmission, the NCAOC issued RFP 02-2021000, resulting in a contract with ePlus Inc. to provide AV equipment and installation services;

WHEREAS, the NCAOC's contract with ePlus became effective on May 27, 2021, for a term of one (1) year with options for the NCAOC to extend the contract for two (2) additional one-year terms;

WHEREAS, under its contract with ePlus Inc., the NCAOC intends to pay for AV equipment and installation services for one (1) courtroom per county;

WHEREAS, the County seeks to provide funds to the NCAOC for the NCAOC to purchase additional AV equipment and installation services from ePlus Inc. to provide an additional courtroom(s) with upgraded technology for proceedings held by AV transmission;

WHEREAS, pursuant to G.S. § 7A-302, the County is required to provide physical facilities for the courts, including courtrooms, and will benefit from providing funds for AV equipment and installation by reducing foot traffic in the courthouse and the need for physical space for court proceedings;

WHEREAS, G.S. § 7A-49.6(j) requires that proceedings conducted by AV transmission "shall be conducted using videoconferencing applications approved by the [NCAOC]," and, in turn, the NCAOC has approved Cisco's WebEx application for such proceedings;

WHEREAS, the AV equipment provided under the NCAOC's contract with ePlus Inc. and listed in Appendix A attached to this MOA is compatible with the Cisco WebEx application; and

WHEREAS, the Parties intend for this MOA to govern the County's provision of funding to the NCAOC for the NCAOC to purchase AV equipment and installation services from ePlus Inc. for an additional courtroom(s) identified by the County.

NOW, THEREFORE, in consideration for the promises made each to the other, the Parties agree as follows:

1. After this MOA is fully executed, the County may request that the NCAOC purchase AV equipment and installation services from ePlus Inc. for a specified courtroom(s) to be paid with County funds by providing written notice to the NCAOC's principal contact (listed in Section 9 of the MOA). The County will submit a Purchase Request via the NCAOC Online Store and reference this MOA. NCAOC Procurement Services will contact the County after receipt of the Purchase Request.
2. The specifications and initial pricing information for the AV equipment and estimated installation costs under the NCAOC's contract with ePlus Inc. are listed in Appendix A to this MOA. Due to the COVID-19 pandemic and supply chain issues, pricing may be higher based on equipment availability. EPlus Inc. will itemize any price changes and any additional costs upon completion of its survey(s) of the additional courtroom(s) in which AV equipment will be installed at the County's expense.
3. The NCAOC shall provide the County with the updated, itemized price information upon completion of the courtroom survey(s) by ePlus Inc. Within (30) days after receiving this information, the County shall:
 - a. Pay the NCAOC for the cost of the courtroom survey(s); and
 - b. Notify the NCAOC in writing whether the County wishes to proceed with providing funding to the NCAOC for the NCAOC to purchase the AV equipment and installation services from ePlus Inc, and, if so, identify the specific courtroom(s) in which the AV equipment will be installed.
4. The AV equipment may be shipped to, and stored at, the NCAOC's warehouse prior to installation in the County's courtroom(s). Upon the NCAOC's receipt of the AV equipment, the NCAOC will invoice the County for the cost of the AV equipment and will deliver the AV equipment to the County's courthouse in accordance with its standard pickup and delivery schedule for the County. The County shall pay the NCAOC's invoice for the AV equipment within thirty (30) days of receipt of the invoice or at the time of delivery of the AV equipment to the County's courthouse, whichever is later.
5. Upon ePlus Inc.'s completion of the installation of AV equipment in a courtroom specified by the County, the NCAOC shall invoice the County for ePlus Inc.'s installation services for that courtroom. The County shall pay the NCAOC's invoice for installation services within thirty (30) days of receipt of the invoice.
6. During the applicable warranty period for the AV equipment or labor under the NCAOC's contract with ePlus (Warranty Period), the NCAOC shall be responsible for maintenance and repairs covered by such warranty. Calls for maintenance or repairs during the Warranty Period should be directed to the NCAOC Help Desk (919-890-2407). After the expiration of the

applicable Warranty Period, the County shall be solely responsible for maintenance and repairs, as well as any replacement of the AV equipment.

7. This MOA shall automatically terminate when the NCAOC’s contract with ePlus Inc. terminates. Either Party may terminate this MOA, with or without cause, upon ninety (90) days’ prior written notice to the other Party. After termination of this MOA, the County must continue to comply with its obligation to provide funds to the NCAOC for AV equipment ordered or installed at the County’s request under this MOA. Also, Sections 4, 6, 8, 11, 13, and 14 shall survive the termination of this MOA. Upon termination of this MOA, the NCAOC shall retain ownership of the AV equipment purchased pursuant to this MOA but shall not remove such AV equipment from the courtroom where the County specified installation unless the County consents in writing.
8. The State Auditor shall have access to all persons and records in accordance with G.S. § 147-64.7 and other applicable laws or regulations.
9. Notices, when required to be given in accordance with this MOA, shall be in written form and delivered to the Parties’ principal contacts by email, U.S. mail, or personal delivery, addressed as shown below. Any time a Party desires to change its principal contact, a duly authorized representative of that Party shall promptly notify the other Party’s principal contact in writing on the Party’s letterhead. The initial principal contacts for this MOA are:

NCAOC’s Principal Contact	County’s Principal Contact
Jared Rundell Endpoint Services Manager Technology Services Division North Carolina Administrative Office of the Courts	Alan Dorman Assistant Director Asset Management Services Orange County
901 Corporate Center Drive Raleigh, NC 27607 E-mail: Jared.D.Rundell@nccourts.org	PO BOX 8181 Hillsborough, NC 27278 adorman@orangecountync.gov

10. The County shall provide the NCAOC with documentation showing that its board of commissioners has delegated authority to the County’s signatory, below, to execute this MOA.
11. This MOA shall be governed by the laws of the State of North Carolina without giving effect to principles of conflicts of law. The place of this MOA, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in tort or contract, relating to its validity, construction, interpretation, and enforcement shall be determined.
12. Modification or amendment of this MOA must be made in writing and signed by authorized representatives of both Parties.

- 13. This MOA and any rights or obligations within this MOA shall not be further assigned, sublicensed, subcontracted, or otherwise transferred by a Party to another individual, partnership, limited partnership, corporation, or any other entity except with written consent of the other Party.
- 14. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOA shall operate only by and between the Parties and shall inure solely to the benefit of the Parties. The provisions of this MOA are intended only to assist the Parties in determining and performing their obligations under this MOA.
- 15. This MOA may be executed by facsimile or digital signature, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. To the extent signed in handwriting and then delivered by means of electronic transmission in portable document format ("PDF"), this MOA shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same force and legal effect as an original signature.

IN WITNESS WHEREOF, intending to be bound hereby, this MOA is executed by the undersigned authorized representatives of each Party, effective as of the last date of execution by the Parties hereto. Each individual signing below warrants that he or she is authorized to execute this MOA and bind his or her respective agency to its terms.

**NORTH CAROLINA ADMINISTRATIVE
OFFICE OF THE COURTS**

By: _____
 Kesha Howell
 NCAOC Chief Operation Officer

Date: _____

COUNTY OF _____

By: _____

Date: _____

Printed Name: _____

Title: _____



Appendix A

NCAOC COURTROOM AUDIO/VIDEO INFRASTRUCTURE TECHNICAL SPECIFICATIONS

The infrastructure technical specifications to upfit a NCAOC courtroom for an immersive Audio/Video experience are provided below. This infrastructure has been tested and determined compatible with Cisco Webex Meetings video conference technology, the NCAOC approved technology for use in various Judicial Branch remote A/V court proceedings.

In addition to initial infrastructure requirements, courtroom facility cabling requirements (electrical, information technology personnel. Each courtroom facility will be required to have a site survey network, other) will need to be assessed by both NCAOC Technology Services Division and county conducted to determine compatibility with courtroom microphone and speaker systems.

The following infrastructure will provide an immersive video conferencing solution that integrates with, or will require installation of, courtroom audio technology.

Services Required and Supported for Infrastructure Installation

- Site Survey
- Infrastructure Installation
- User Training and Resources
- Ongoing A/V Infrastructure Support

Technical Specifications and Associated Cost (Current as of December 2020)

<p>Cisco WebEx Room Pro Kit - Codec and Touch 10 Controller:</p> <ul style="list-style-type: none"> Quad Camera - Attorney Camera <ul style="list-style-type: none"> Sound Control Tech RC5-HE (HDMI extender with Camera control) Sound Control Tech RC5-CE (HDMI extender with Camera control) Cisco P60 camera - Judges Camera <ul style="list-style-type: none"> Sound Control Tech RC5-HE (HDMI extender with Camera control) Sound Control Tech RC5-CE (HDMI extender with Camera control) Cisco Touch 10 Controller 	<p>\$31,766.44</p>
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<p>Monitor Options (sizing and quantity based on viewing distance):</p> <p>Monitors are required to support 4k w/60Kz refresh rate and HDMI-CEC 2.0</p> <p>LG 75UH5F-H 75" HD Monitor</p> <p>LG 55UH7F-B 55" HD Monitor</p> <p>Mobile Carts or Wall Mount Kits</p> <p>HDMI Extenders per monitor if required:</p> <p>Crestron HD-TXC-101-C-E (HDMI Tx Extender)</p> <p>Crestron HD-RXC-101-C-E (HDMI Rx Extender)</p>	<p>\$3,200 with 2 mobile carts</p> <p>\$2,980 with 2 wall mounts</p>
<p>Optional Pro Se Item:</p> <p>Cisco Webex Desk Pro</p>	<p>\$10,023.36</p>
<p>Cabling Technical Specifications Based on Site Survey:</p> <p>TBD by installer in accordance with RFP 02-2021000</p> <p>Electrical outlets</p> <p>Data cabling</p> <p>A/V cable runs</p> <p>Misc. cables</p>	<p>TBD</p>
<p>Microphone Technical Specifications (should courtroom require):</p> <p>Shure Microphone System:</p> <p>4-channel transceiver</p> <p>Wired microphones</p> <p>Wireless microphones with charging station (optional)</p> <p>Body pack with lapel microphone (optional)</p>	<p>\$7,509.79</p>
<p>Installation Services: Estimate Provided for Budgetary Purposes</p> <p>TBD by installer in accordance with RFP 02-2021000</p>	<p>\$20,000 (est.)</p>



**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Contract with the WB Brawley Company for Renovation of the West Campus Office Building Third Floor

DEPARTMENT: Asset Management Services

ATTACHMENT(S):

1. Contract with W.B. Brawley Company

INFORMATION CONTACT:

Steven Arndt, Asset Management Services Director, 919-245-2628
Alan Dorman, Asset Management Services Assistant Director, 919-245-2627

PURPOSE: To:

- 1) Approve a construction contract with the WB Brawley Company for the renovation of the third floor of the West Campus Office Building, and
- 2) Authorize the County Manager to execute the agreement and to execute any subsequent amendments for contingent and unforeseen requirements up to the approved budget amount on behalf of the Board, upon final County Attorney review.

BACKGROUND: The proposed contract with WB Brawley provides for the renovation of the third floor of the West Campus Office Building ("WCOB"). WB Brawley was selected for this project based on a competitive bid process.

Currently, the Finance and Administrative Services Department ("Finance") is located in leased space at 405 Meadowlands. The lease term for that space will end in October 2022. The renovation will allow Finance to move to the third floor of WCOB where the department will share space with Information Technologies and Humans Resources. The additional offices needed for Finance staff will be created by adding offices to an underutilized lobby and by converting several offices into shared office space. Additionally, the project includes new furniture and audio/visual equipment to better use the shared office space and conference rooms.

FINANCIAL IMPACT: The contract with WB Brawley allocates \$356,554. The total project funding for the West Campus Office Building renovation will be \$730,000. Funding for this project is proposed for approval as part of Budget Amendment #13, utilizing funds from completed County capital projects.

SOCIAL JUSTICE IMPACT: There are no Orange County Social Justice Goal impacts 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.

By relocating Finance to the third floor of the WCOB, overall energy use will be reduced as 405 Meadowlands will no longer be leased by the County.

RECOMMENDATION(S): The Manager recommends that the Board

- 1) Approve a construction contract with the WB Brawley Company for the renovation of the third floor of the West Campus Office Building, and
- 2) Authorize the County Manager to execute the Agreement and to execute any subsequent amendments for contingent and unforeseen requirements up to the approved budget amount on behalf of the Board, upon final County Attorney review.

[Departmental Use Only]
TITLE WCOB UPFIT
FY 2021/22

NORTH CAROLINA

CONSTRUCTION AGREEMENT OVER \$250,000.00

ORANGE COUNTY

THIS CONSTRUCTION AGREEMENT (hereinafter called “Agreement”), made as of the 6th day of June, 2022, by and between WB Brawley Company, (hereinafter called the “Contractor”), and Orange County, a political subdivision of the State of North Carolina, (hereinafter called the “County,” “Orange County,” or “Owner”).

WITNESSETH:

That the Contractor and the Owner, for the consideration herein named, agree as follows:

1. CONTRACT DOCUMENTS; PRIORITY

The Contract Documents consist of this Agreement, the General Conditions which are fully incorporated in this Agreement, the Request for Proposals, designer approved communications and field orders, the Proposal, Construction Documents and Drawings and Written Specifications. The Contract Documents form the Contract. In the event of any inconsistency between or among the Contract Documents the Contract Documents shall be interpreted in the following order of priority:

- a. This Agreement and incorporated General Conditions attached as Exhibit 1.
- b. Designer approved and stamped construction documents and drawings and written specifications.
- c. Designer approved communications and field orders.
- d. Request for Proposals and addenda thereto.
- e. Proposal.

2. SCOPE OF WORK

The Contractor shall furnish and deliver all of the materials, and perform, and be fully responsible for all of the Work required by this Agreement within the time period stipulated in a written Notice-to-Proceed to be executed by the Contractor and Owner and in accordance with the following enumerated documents, which are made a part hereof as if fully contained herein:

- a. Construction Drawings prepared by HH Architecture (Sheet WEST CAMPUS OFFICE 3RD FLOOR UPFIT dated 12/17/2021)
- b. Written specifications prepared by the Designer.
- c. West Campus Office Building 3rd Floor Upfit proposal dated May 12th, 2022 which fully describes the work to be performed, such work (hereinafter called the “Work”).

- d. Related documents listed under Section 1 above.

3. TERM AND SCHEDULING

- a. The Contractor agrees to commence work pursuant to the written Notice-to Proceed.
- b. The Contractor agrees to complete substantially all Work included by October 30th, 2022.
- c. Time is of the essence with respect to all dates specified in the Contract Documents as Completion Dates.
- d. The Contractor shall perform the Work in the time, manner and form required by the Contract Documents and as stipulated in a written Notice-to-Proceed to be executed by the Contractor and Owner.

4. STANDARD OF CARE AND DUTIES OF CONTRACTOR

- a. The Contractor shall exercise reasonable care and diligence in performing the Work in accordance with the generally accepted standards of this type of Contractor practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Contractor is solely responsible for the professional quality, accuracy and timely completion and submission of all work.
- b. The Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety, intended performance or configuration.
- c. Contractor shall be responsible for all Contractor, Subcontractor, and Sub-subcontractor errors or omissions, in the performance of the Agreement together with the errors and omissions of any agent or employee of the Contractor or any Subcontractor or Sub-subcontractor. Contractor shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the Owner.
- d. Contractor is an independent contractor of Owner. Any and all employees of the Contractor engaged by the Contractor in the performance of any work or services required of the Contractor under this Agreement, shall be considered employees or agents of the Contractor only and not of the Owner, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.
- e. Contractor shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php). Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination.

- f. If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Contractor represents that it and its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- g. The Contractor shall supervise and direct the Work efficiently and with the Contractor's best skill and attention. Except as specifically set forth in the Contract Documents the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, and for safety precautions and programs in connection with the Work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- h. The Contractor shall appoint a competent Project Manager with general authority to manage the Project for the Contractor. The Contractor shall also keep on the Project at all times during the Work of the Contractor a competent Resident Superintendent and necessary assistants who shall not be replaced without prior written approval by the Designer or by the Owner if a Designer is not retained for the Project.
- i. If, in the opinion of the Designer, any Subcontractor on the Project is incompetent or otherwise unsatisfactory, such Subcontractor shall be replaced by the Contractor with no increase in the Contract Price if and when directed by the Designer.
- j. The Contractor shall attend all progress conferences and all other meetings or conferences. The Contractor shall be represented at these progress conferences by a representative having the authority of the Project Manager and by such other representatives as the Designer may direct.
- k. Costs and expenses of providing samples for and assistance in any testing shall be borne by the Contractor. Any Work in which untested materials are used without written approval or written permission of the Owner or Designer shall be removed and replaced at Contractor's expense.
- l. The Contractor shall obtain all necessary permits including all permits required to complete the Work in compliance with local, state, and federal law.

5. PAYMENT & TAXES

- a. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, and the Contractor hereby agrees to perform all of the Work for a sum not-to-exceed Three Hundred Fifty Six Thousand Five Hundred Fifty Four Dollars (\$356554.00). Not later than the fifth (5th) day of each calendar month the Contractor shall submit to the Owner's Representative, generally the Designer if a Designer is retained on the Work, a Request for Payment for work done during the previous calendar month.
 - (i) The Request for Payment shall be in form of a standardized invoice or AIA Document G702-703 appropriately addressed to Owner's Representative at Orange County Attn: Alan Dorman, PO Box 8181, Hillsborough NC 27278 and shall show substantially the value of work done during the previous calendar month.

- (ii) The amount due for payment shall be ninety-five percent (95%) of the value of work completed since the last Request for Payment and this amount shall be paid by the Owner on or before the last business day of the month. Owner shall retain five percent (5%) (the “Retainage”).
 - (1) Upon Owner’s Representative’s certification that fifty percent (50%) of the Work has been satisfactorily completed Retainage shall be reduced to two and one half percent (2½%).
 - (2) Upon Owner’s Representative’s certification that ninety percent (90%) of the Work has been satisfactorily completed Retainage may be discontinued. Retainage may be discontinued, at Owner’s Discretion, so long as work continues to be completed satisfactorily and on schedule.
 - (3) The Owner may discontinue withholding retainage in accordance with the provisions of NCGS-143-(b1)(2) when the project is 50% complete.
 - (iii) Final payment shall not be due to the Contractor until thirty (30) days after Final Completion of the Work, including punch list work, has been satisfactorily (as determined by the County) completed and an appropriate Affidavit, Indemnification, and Release as required in Section 5.4(e) of Exhibit 1 has been received and approved by Owner.
- b. Should Owner reasonably determine that Contractor has failed to perform the Work related to a Request for Payment, Owner, at its discretion may provide the Contractor ten (10) days to cure the breach. Owner may withhold the accompanying payment without penalty until such time as Contractor cures the breach.
 - (i) Should Contractor or its representatives fail to cure the breach within ten (10) days, or fail to reasonably agree to such modified schedule, Owner may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Contractor.
 - (ii) This section shall not be interpreted to limit the definition of breach to the failure to perform the Work related to a Request for Payment.
 - c. The Contractor has included in the Contract Price and shall pay all taxes assessed by any authority on the Work or the labor and materials used therein. It shall be the Contractor's responsibility to furnish the Owner documentary evidence showing the materials used and sales and use tax paid by the Contractor and each of its subcontractors.
 - d. Should the Owner receive notice that the Contractor has failed to pay a Subcontractor for the Work performed related to a Request for Payment, Owner shall have the authority to withhold payment of the disputed amount until parties resolve their dispute. Failure to pay the Contractor pursuant to this section of the Agreement shall not be deemed to be a breach of the Agreement.

6. NON-APPROPRIATION

- a. Contractor acknowledges that Owner is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.
- b. In the event that public funds are unavailable or not appropriated for the performance of Owner's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Owner immediately upon written notice to Contractor of the unavailability or non-appropriation of public funds. It is expressly agreed that Owner shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement.
- c. In the event of a change in the Owner's statutory authority, mandate or mandated functions, by state or federal legislative or regulatory action, which adversely affects Owner's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Owner upon written notice to Contractor of such limitation or change in Owner's legal authority.

7. NOTICES

Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Owner:
 Orange County
 Attn: Steve Arndt
 P.O. Box 8181
 Hillsborough, NC 27278

Contractor:
 WB Brawley Company
 5121 Kingdom Way, Ste.305
 Raleigh, NC 27607
 919-636-1338

8. MISCELLANEOUS

- a. Duties and Obligations imposed by the Contract Documents shall be in addition to any Duties and Obligations imposed by state, federal or local law, rules, regulations and ordinances.
- b. No act or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty granted them under the Contract Documents, nor shall any act or failure to act constitute any approval except as specifically agreed in writing.
- c. The Work shall be tested and inspected as required by the Contract Documents and as required by law. Unless prohibited by law the costs of all such tests and inspections related to state and federal codes such as ADA, Administrative, Electrical, Plumbing, Mechanical and Building Codes shall be borne by the Contractor. The costs for material and structural testing shall be conducted by an independent third party at the expense of the Owner. Delays related to any of the aforementioned tests and inspections shall not be grounds for delaying the completion of the work. If any such tests and inspections reveal deficiencies in the Work such that the Work does not comply with terms or requirements of the Contract Documents and the requirements of any code or law the Contractor is solely responsible for the cost of bringing such deficiencies into compliance with the terms of the Contract Documents and any code or law.
- d. Should the Designer, if a Designer is retained for the project involving the Work, or Owner reject any portion of the Work for failing to comply with the Contract Documents Contractor

shall immediately, at Contractor's expense, correct the Work. Any such rejection may be made before or after substantial completion. If applicable, any additional expense borne by the Designer under this section shall be paid at Contractor's expense.

- e. The County has designated (*Alan Dorman*) to act as the County's representative with respect to the Project and shall have the authority to render decisions within guidelines established by the County Manager or the County Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.
- f. The Contractor shall not assign any portion of this Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner.
- g. In the event of a breach by Contractor Owner has sole authority to determine the reasonableness of Contractor's actions to remedy such breach or complete the performance of its obligations.
- h. Upon request of the Owner, the Contractor shall submit to County all relevant documentation, including but not limited to, job cost records, to support its claims for final compensation and if such request is made final compensation shall not be due until all relevant documentation is received, reviewed, and approved by Owner.

9. CONSEQUENTIAL DAMAGES

- a. Owner and Contractor mutually waive any claim against each other for consequential damages. Consequential Damages include:
 - (i) Damages incurred by Owner for loss of use, income, financing, or business.
 - (ii) Damages incurred by Contractor for office expenses, including personnel, loss of financing, profit, income, business, damage to reputation, or any other non-direct damages.

10. ENTIRE AGREEMENT

All of the documents listed, referenced or described in this Agreement, the written Notice-to-Proceed, together with Modifications made or issued in accordance herewith are the Contract Documents, and the work, labor, materials, and completed construction required by the Contract Documents and all parts thereof is the Work. The Contract Documents constitute the entire agreement between Owner and Contractor. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures. If any provision of the Agreement or General Conditions shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first above written in a number of counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

ORANGE COUNTY:

CONTRACTOR:

By: _____
Bonnie Hammersley

By: _____
Randall Grubb, Vice President
Printed Name and Title

Since we removed all the doors between the different departments we started to think about how we could update this area to save some cost as well as make the is accessible to all as a "wellness room" vs. a "mothers room". In modern workplaces this room is used for all sorts of things such as migraines, prayer, sorrow, and mothers. By moving to this location we could take advantage of existing door locations and provide a much needed sink and take advantage of the plumbing wall in the women's restroom

since we removed all the doors between the different departments we were looking for ways to save additional cost. We were thinking that we would keep this existing door location and keep the break room inside the secure area. this would also likely eliminate a new card reader as there is already one there.

we have made no change to this door. please let us know if you would like to make the change that was discussed at the last meeting.

LEGEND

- HUMAN RESOURCES
- FINANCE
- IT
- MEETING
- SUPPORT
- RESTROOM
- UTILITY
- VERTICAL CIRCULATION
- CIRCULATION



3rd FLOOR PLAN

3/32" = 1'-0"

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Approval of Senior Lunch Caterer Contract

DEPARTMENT: Aging

ATTACHMENT(S):

INFORMATION CONTACT:
Janice Tyler, 919-245-4255

PURPOSE: To approve a food service caterer contract to provide noon meals for the Home and Community Care Block Grant-funded Senior Lunch Program at the Seymour and Passmore Centers for the period July 5, 2022 to June 30, 2023.

BACKGROUND: The Orange County Department on Aging's Lunch program provides a nutritious noon meal to persons age 60+. A request for proposals was issued by Orange County Purchasing in April 2022 for a caterer to provide the meals for FY 2022-23, with an option of a one year renewal. The bid selected was from Rymackees Café and Caterer, LLC. The cost per meal will remain at the current rate of \$7.00 per meal. With this contract the total cost of meals purchased will not exceed \$245,000.

FINANCIAL IMPACT: The majority of the cost for the Senior Lunch Program is reimbursed by the NC Division of Aging and Adult Services. The balance of the funding is provided by Orange County and the Towns of Carrboro and Chapel Hill. These funds are included in the FY2022-23 operating budget. Donations are also collected from the participants.

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 purpose of this program is to provide a nutritious noon meal to persons age 60+, targeting those individuals who are in the greatest social and economic need.

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

RECOMMENDATION(S): The Manager recommends that the Board approve and authorize the County Manager to sign the catering services contract following review and approval by the County Attorney.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Revised Memorandum of Understanding (MOU) for the Orange County Partnership to End Homelessness (OCPEH)

DEPARTMENT: Housing and Community
Development

ATTACHMENT(S):

Attachment 1: Revised Memorandum of Understanding for the Orange County Partnership to End Homelessness

INFORMATION CONTACT:

Corey Root, Director, Housing and Community Development, (919) 245-2490

PURPOSE: To approve and confirm an update to the Orange County Partnership to End Homelessness Memorandum of Understanding that reflects operations in place since Fall 2020.

BACKGROUND: In April 2008, the Orange County Board of Commissioners, the Chapel Hill Town Council, the Carrboro Board of Aldermen (now Town Council), and the Hillsborough Board of Commissioners endorsed the Orange County 10-Year Plan to End Chronic Homelessness and entered into a Memorandum of Understanding to fund a Partnership Coordinator position and support the Plan's implementation by the Orange County Partnership to End Homelessness. In November 2014, the BOCC authorized an update to the MOU to reflect how the Orange County 10-Year Plan to End Chronic Homelessness had evolved to become an on-going program, which the Partnership to End Homelessness implemented.

Since 2014, the Partnership has grown to include a Homeless Programs Manager, a Housing Access Coordinator, and a Homeless Programs Coordinator, and the existing MOU needs other relevant updates to accurately reflect the work and structure of the Partnership. The current revision of the MOU incorporates these updates and has been approved by the Town of Hillsborough Board of Commissioners on June 13, 2022, the Carrboro Town Council on June 14, 2022, by the Chapel Hill Town Council on June 15, 2022.

The OCPEH Executive Team, made up of the elected members serving on the OCPEH Leadership, plan to discuss the overall structure and work of the Partnership in the coming year. Staff plan to present those potential changes for review by the Board of County Commissioners and the Town elected boards in the near future.

FINANCIAL IMPACT: The MOU commits the County and municipalities to ensure funding for the Homeless Programs Manager, Housing Access Coordinator, and Homeless Programs Coordinator positions and operating expenses, but does not require such funding to be provided if not available. The Orange County portion of FY 2022-23 funding for these positions and the

related operating expenses in addition to funding for Rapid Re-housing, SOHRAD (Street Outreach, Harm Reduction and Deflection), and the Housing Stability and Locator positions, is \$259,752.

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

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**
The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.
- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.
- **GOAL: CREATE A SAFE COMMUNITY**
The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.

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

RECOMMENDATION(S): The Manager recommends that the Board approve and authorize the Chair to sign the revised Memorandum of Understanding for the Orange County Partnership to End Homelessness.

**Memorandum of Understanding between Orange County and the
Towns of Chapel Hill, Carrboro, and Hillsborough:
Orange County Partnership to End Homelessness (OCPEH)**

Whereas, in April 2008, the Orange County Board of Commissioners, Chapel Hill Town Council, Carrboro Town Council, and Hillsborough Board of Commissioners endorsed the Orange County 10-Year Plan to End Chronic Homelessness and entered into a memorandum of understanding to fund and support the Plan's implementation by the Orange County Partnership to End Homelessness (OCPEH), and

Whereas, the Partnership has made significant progress in ending and preventing homelessness in Orange County over the past fourteen years, and

Whereas, the parties to this Memorandum came together and revised this Memorandum of Understanding in 2015, and

Whereas, reflecting a combination of national best practices, national funding models, and local experience, the Orange County 10-Year Plan to End Chronic Homelessness has evolved to become an ongoing program, the Orange County Plan to End Homelessness, and

Whereas, the role of the Partnership is to implement Orange County's Plan to End Homelessness and serve as the Continuum of Care for Orange County, and

Whereas, the parties to this Memorandum understand the value of this work to each jurisdiction and accordingly intend to continue to fund and support it, and

Whereas, the initial 10-Year Plan created a body called the Executive Team, now called the Leadership Team, consisting of representatives appointed from each of the above governmental partners and a cross-section of community representation, charged with providing oversight and direction to the plan, and the parties to this Memorandum intend for the Leadership Team to continue to perform this role, and

Whereas, the parties to this Memorandum intend to continue funding the Partnership's Homeless Programs Manager and Housing Access Coordinator, and provide partial funding for the Homeless Programs Coordinator, all of whom have job responsibilities outlined in a Job Description (Attachment A), and

Whereas, in order to implement the Plan, the Partnership is providing direct service programs via pass-through funding from other sources, and

Whereas, the four elected appointees continue to recommend and serve on the OCPEH Executive Team, which shall consist of the four elected appointees, to ensure that the interests of all four funding jurisdictions are consistently represented;

The parties to this Memorandum hereby clarify the roles and responsibilities of each body as it relates to funding and oversight.

A. The Executive Team will:

1. Provide ongoing supervision of the Homeless Programs Manager (HPM) through the County Manager by:
 - i. Conducting joint annual performance reviews of the HPM with the County Manager, after gathering input from the Chair of the Leadership Team and others, as appropriate;
 - ii. Approving an annual work plan for the HPM based on the goals of the Plan, subject to final approval by the County Manager;
 - iii. Meeting with and reviewing the work plan with the HPM and the County Manager quarterly;
 - iv. Participating in interviews for the hiring of the HPM;
 - v. Making recommendations to the County Manager regarding performance concerns related to the HPM.
2. Operate its program on the same fiscal year as that operated by the Towns and County.
3. Not have supervisory authority over any Town or County staff who may be assigned to provide assistance to the Leadership Team or Executive Team.
4. Meet quarterly, with staff support, to review progress under the annual work plan.

B. Towns and the County will:

1. Provide office space and supplies for the use of the Partnership staff as needed and available.
2. Provide staff assistance as needed to support the Executive Team and Leadership Team subject to Town Manager and County Manager direction.
3. Provide an annual appointment from the elected governing bodies to the Leadership/Executive Team.
4. Assist with the annual implementation efforts of the Plan.
5. Continue to support the Partnership.
6. Determine the amount of funding to be provided by each partner by utilizing a population-based formula based on the latest Census data.

Based upon the 2020 Census data, the percentage contributions, subject to each jurisdiction's approval, are as follows:

- Orange County 39.5%
- Town of Chapel Hill 39.7%
- Town of Carrboro 14.3%
- Town of Hillsborough 6.5%

7. Receive an annual report from the HPM.
 8. Not be required or expected to continue funding Partnership staff should the funding not be available through any one or more of the other partners.
 9. Not require or suggest the HPM perform work on goals that are not in her/his work plan for the Partnership.
- C. The Plan is understood to be a living document that the Partnership will update over time to reflect its accomplishments and the evolution of policies, evidence-based practices, and funding.
- D. This Memorandum supersedes the 2015 Memorandum of Understanding that supported the Orange County 10-Year Plan to End Chronic Homelessness. It will remain in effect for one year from the date of its adoption by all Parties. Memorandum will be renewed for up to five additional two-year terms if agreed upon by all parties. Revisions will be presented to the Executive Team for consideration no later than the final quarterly meeting of the Executive Team prior to expiration of the one year term. Any Party hereto may withdraw from the Memorandum by providing written notice to every other Party at least 6 months prior to the start of the fiscal year in which the Party wishes to withdraw.

[SIGNATURES TO FOLLOW]

Wherefore the Parties hereto have set their hands and seals on the day and dates recorded below.

ORANGE COUNTY

Renee Price, Chair

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that she is the 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 official stamp or seal this ____ day of _____, 20__.

Notary Public _____

(Notary Seal)

My commission expires: _____

TOWN OF CHAPEL HILL

Pam Hemminger, Mayor

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that he/she is the Town Clerk for the Town of Chapel Hill, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Chapel Hill, NC and attested by her as Town Clerk for the Town of Chapel Hill, NC.

Witness my hand and official stamp or seal this ____ day of _____, 20__.

Notary Public _____

(Notary Seal)

My commission expires: _____

TOWN OF CARRBORO

Damon Seils , Mayor

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that she is the Town Clerk for the Town of Carrboro, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Carrboro, NC and attested by her as Town Clerk for the Town of Carrboro, NC.

Witness my hand and official stamp or seal this ____ day of _____, 20__.

Notary Public _____

(Notary Seal)

My commission expires: _____

TOWN OF HILLSBOROUGH

Jenn Weaver, Mayor

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that he/she is the Town Clerk for the Town of Hillsborough, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Hillsborough, NC and attested by her as Town Clerk for the Town of Hillsborough, NC.

Witness my hand and official stamp or seal this ____ day of _____, 20 ____.

Notary Public _____

(Notary Seal)

My commission expires: _____

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Funding Agreement Between Orange County and Alliance Health

DEPARTMENT: County Manager's Office

ATTACHMENT(S):

Alliance Funding Agreement

INFORMATION CONTACT:

Travis Myren, Deputy Manager, (919)
245-2300

Nancy Coston, Social Services Director,
(919) 245-2800

PURPOSE: To consider approving a funding agreement between Orange County and Alliance Health for the management of certain contracts funded through the required Maintenance of Effort (MOE) and County outside agency funds. The County anticipates this agreement streamlining some of the contract work with these agencies and promotes using existing Medicaid or state funds for appropriate mental health services before using County funds.

BACKGROUND: The Manager's Recommended FY 2022-23 Budget provides \$897,045 for Alliance Health to manage certain identified contracts that comprise part of the County's MOE commitment. Each County is required to provide MOE funding and can either provide funds to the local management entity/managed care organization (LME/MCO) or spend these funds directly. Orange County Alliance Health is now the LME/MCO for Orange County and has agreed to provide this service for next fiscal year. In addition to the MOE funds, Alliance will also manage outside agency funds for these entities.

Through this agreement, Orange County will still designate the amounts paid to the identified contractors and will work with Alliance on performance expectations.

Orange County will directly manage the remaining MOE funds (\$458,929), supporting services in four County departments: Criminal Justice Resource, Health, Housing, and Social Services.

The attached agreement delineates the roles of Alliance Health and Orange County, and specifies the organizations to receive funds and the amounts of these allocations (pending approval of FY 2022-23 budget). Alliance Health, after receipt of the required documentation (including fiscal and performance data), will make payments to providers. Orange County will reimburse Alliance Health for these approved payments and pay 2% of the total amount to cover administrative costs.

FINANCIAL IMPACT: The funds for this agreement are included in the Manager's Recommended FY 2022-23 Budget in mental health maintenance of effort and outside agencies.

Orange County is required to budget \$1,355,974 in mental health maintenance effort, although the County can decide to either spend funds directly or provide funds to the local mental health organization (Alliance Health) to provide these services.

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

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**

The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

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

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve the funding agreement with Alliance Health for \$1,164,848 (\$897,045 in MOE and \$267,803 in outside agency funds), authorize the Chair to sign the agreement, and authorize the County Manager to approve changes or amendments to the agreement during FY 2022-23.

**FY23 FUNDING AGREEMENT
BETWEEN ORANGE COUNTY
AND ALLIANCE HEALTH**

THIS AGREEMENT is made and entered into this **1st day of July 2022**, by and between the **COUNTY OF ORANGE** (hereinafter referred to as the “County”) and **ALLIANCE HEALTH**, a political subdivision of the state of North Carolina and a Local Management Entity / Managed Care Organization (LME/MCO) as that terms defined in NCGS 122C-3 (hereinafter referred to as the “Alliance”).

WITNESSETH:

WHEREAS, since December 1, 2021, Alliance has been the LME/MCO serving Orange County, managing Medicaid and behavioral health services for the uninsured individuals in the County, and

WHEREAS, the County and Alliance desire to enter into this Agreement to set forth the parties’ rights and obligations to manage county-funded mental health, intellectual/developmental disabilities and substance use services (MH/I-DD/SUS) provided to residents of Orange County and other matters related to the provision of behavioral health services.

NOW THEREFORE, for and in consideration of mutual covenants herein and the mutual benefits to result therefrom, the parties hereby agree as follows:

1. TERM. This Agreement will take effect on the 1st day of July, 2022 and shall continue through and until June 30, 2023.
2. SERVICES. In consideration of the Annual Allocation and other good and valuable consideration agreed to herein, Alliance shall manage the provision of high quality, cost-effective MH/DD/SUS services to residents of Orange County to the extent that other first or third-party payor sources such as Medicaid, Medicare, private pay, insurance, or grant funding are not available, have been denied or exhausted, or State funding is not allocated by Alliance. Alliance shall adhere to the requirements of Chapter 122C of the North Carolina General Statutes and any other applicable local, state, or federal laws, rules and regulations. Alliance shall adhere to the terms and conditions of this Agreement and effect such policies, procedures, and actions as are reasonably required to carry out the terms and conditions of this Agreement.
3. ANNUAL ALLOCATION. Pursuant to N.C.G.S. 122C-115, the County agrees to pay to Alliance an Annual Allocation of **One Million One Hundred Sixty-Four Thousand Eight Hundred Forty Eight Dollars (\$1,164,848.00)**. Alliance may use up to 2% of the Annual Allocation to cover administrative costs associated with administering the obligations set forth herein. The remainder of the funding shall be used exclusively for the provision of MH/DD/SUS services to eligible Orange County residents served by Alliance based on the Budget attached hereto as Attachment A. The County shall pay to Alliance three quarterly payments through a wire transfer an amount equal to one-quarter of the Annual Allocation beginning on July 2, 2022, and quarterly thereafter on September 2, 2022 and January 2, 2023. The fourth quarter payment will be made based on receipt of a final invoice from Alliance. The invoice will include final payments made to Providers for service dates within the Term of this current Funding Agreement (**July 1, 2022 through June 30, 2023**). Invoice shall be received by August 15, 2023.

4. WAIVER: The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a future waiver of the term or deprive that party of its right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing, and no waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision or of any other provision thereof.
5. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement among the Parties as of the date hereof with respect to the subject matter hereof and cannot be amended or terminated orally.
6. NO THIRD-PARTY BENEFICIARIES: This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto and shall not confer any rights or remedies upon any person or entity other than the parties hereto.
7. SEVERABILITY: The Parties agree that if any provision of this Agreement, or portion thereof, shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall be confined to the operation of the provision at issue and shall not affect or invalidate any other provision of this Agreement, and such court shall be empowered to substitute, to the extent enforceable, a provision similar thereto or other provisions so as to provide to the fullest extent permitted by applicable law the benefits intended by such provisions.
8. PARAGRAPH HEADINGS: Paragraph headings contained in this Agreement are included for convenience only and do not define, limit, or describe the scope of intent of this Agreement or in any way affect this Agreement.
9. APPLICABLE LAW: This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Orange and the State of North Carolina.
10. EXECUTION: The Parties agree to execute all documents, instruments, or further assurances as may be necessary or required to effectuate and complete all transactions contemplated by this Agreement.
11. SURVIVAL: Survival of the representations, warranties, and indemnifications made by any party to this Agreement shall survive the establishment of the new Area Authority. The representations, warranties, and indemnifications hereunder shall not be affected or diminished by any investigation at any time by or on behalf of the part for whose benefit the warranties and representations were made. For purposes of this paragraph, the contract shall be construed as a continuing contract so as to bind future boards to the extent permitted by law.
12. ASSIGNMENT: This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Parties.
13. NOTICE: Any and all notices, designations, consents, offers, acceptances, or any other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, to the respective Parties at the addresses listed below, unless each party has notified the others of a different address by means of the notification formalities described in this paragraph.

If to Alliance Health:

Attention: Robert Robinson, CEO
5200 West Paramount Parkway Suite 200
Morrisville, North Carolina 27560

If to Orange County:

Attention: **NEED INFO HERE**

xxx

Hillsborough, North Carolina 27278

15. COMPLIANCE WITH LAWS: Alliance represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, and local laws.
16. AUDIT RIGHTS: For all Services being provided hereunder, County shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services identified in this contract. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Alliance must make the materials to be audited available within two (2) weeks of the request for them.

To the extent that any records constitute “protected health information” as that term is defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), it is the intent of this Section to allow the County to only receive the minimum necessary information in de-identified and/or aggregated form only for the purpose of evaluating financial and reporting requirements under this Agreement. Costs of any audit or review conducted under the authority of this section are the responsibility of the County unless a material breach by Alliance is detected, in which case the breaching party shall be responsible for the reasonable costs of the audit or review.

17. COUNTY NOT RESPONSIBLE FOR EXPENSES: County shall not be liable to Alliance for any expenses paid or incurred by Alliance, unless otherwise agreed in writing.
18. EQUIPMENT: Alliance shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

[Remainder of page left Blank, Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed on the day and year first above written, in their respective names by their proper officials by authority duly given by their respective governing bodies.

COUNTY OF ORANGE

Bonnie B. Hammersley

Date

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

ORANGE COUNTY FINANCE OFFICER

Date _____

ALLIANCE HEALTH

Robert Robinson, CEO or Designee

Date

Attachment A

Alliance Health - FY23 Orange County Budget

MOE Funding

Program/Service	FY23	Provider
Volunteer Coordination	\$ 33,320	Arc of Orange County (The)
Treatment Services/Language Interpretation	\$ 27,600	Art Therapy Institute
Child Mental Health Services	\$ 15,000	Chapel Hill Training Outreach Project, Inc.
PSR Services	\$ 163,000	Club Nova Community, Inc.
Orange County Crisis Services	\$ 230,499	Freedom House
Youth Focused Services	\$ 19,000	Haven House
Orange County Apartments	\$ 35,100	New Destinations, Inc.
Inpatient Services	\$ 31,374	UNC Dept. of Psychiatry
Outpatient Services	\$ 261,450	UNC Dept. of Psychiatry
Outpatient Services	\$ 22,200	El Futuro
Flex Funds	\$ 35,662	To be identified by Orange County
Subtotal	\$ 874,205	

Outside Agency Funding

Program/Service	FY23	Provider
Volunteer Coordination	\$ 5,625	Arc of Orange County (The)
PSR Services	\$ 18,750	Club Nova Community, Inc.
Outpatient Services	\$ 48,906	El Futuro
Orange County Crisis Services	\$ 50,178	Freedom House
Outpatient Services	\$ 72,000	KidSCOpe
Art Therapy	\$ 5,000	Art Therapy Institute
Music Therapy	\$ 10,000	Voices Together
Employment and Services	\$ 57,344	OE Enterprises
Subtotal	\$ 267,803	

Administrative Support	\$ 22,840	
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Grand Total	\$ 1,164,848	
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Orange County Approved Budget	\$ 897,045	
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MOE funds	\$ 267,803	
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Total	\$ 1,164,848	
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Alliance Health - FY23 Orange

MOE Funding

Program/Service	FY23
Volunteer Coordination	\$ 33,320
Treatment Services/Language Interpretation	\$ 27,600
Child Mental Health Services	\$ 15,000
PSR Services	\$ 163,000
Orange County Crisis Services	\$ 230,499
Youth Focused Services	\$ 19,000
Orange County Apartments	\$ 35,100
Inpatient Services	\$ 31,374
Outpatient Services	\$ 261,450
Outpatient Services	\$ 22,200
Flex Funds	\$ 35,662
Administrative Support	\$ 22,840
Subtotal	\$ 897,045

Outside Agency Funding

Program/Service	FY23
Volunteer Coordination	\$ 5,625
PSR Services	\$ 18,750
Outpatient Services	\$ 48,906
Orange County Crisis Services	\$ 50,178
Outpatient Services	\$ 72,000
Art Therapy	\$ 5,000
Music Therapy	\$ 10,000
Employment and Services	\$ 57,344
Subtotal	\$ 267,803

Grand Total	\$ 1,164,848
Orange County Approved MOE Budget	\$ 897,045
Outside Agency Funds	\$ 267,803
Total	\$ 1,164,848
Difference	\$ (0)

County Budget

Provider

- Arc of Orange County (The)
 - Art Therapy Institute
 - Chapel Hill Training Outreach Project, Inc.
 - Club Nova Community, Inc.
 - Freedom House
 - Haven House
 - New Destinations, Inc.
 - UNC Dept. of Psychiatry
 - UNC Dept. of Psychiatry
 - El Futuro
 - To be identified by Orange County
-

Provider

- Arc of Orange County (The)
 - Club Nova Community, Inc.
 - El Futuro
 - Freedom House
 - KidSCOpe
 - Art Therapy Institute
 - Voices Together
 - OE Enterprises
-

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Authorization for the Chair to Sign a Letter of Intent to Realign with the Capital Area Workforce Development Board

DEPARTMENT: Social Services

ATTACHMENT(S):

Draft Letter of Intent

INFORMATION CONTACT:

Nancy Coston, Social Services, 919-245-2800

Sharron Hinton, Social Services, 919-245-2800

PURPOSE: To authorize the Chair to sign a letter of intent to realign Orange County from the Regional Partnership Workforce Development Board to the Capital Area Workforce Development Board effective July 1, 2023.

BACKGROUND: At the June 7, 2022 BOCC meeting, staff from the NCWorks Commission provided a presentation regarding the realignment of regional workforce development boards, options for Orange County for future alignment, and the approval process for proposed realignments.

Orange County is currently one of five counties in the Regional Partnership Workforce Development Board. The other counties are Alamance, Randolph, Montgomery and Moore. There are currently three Board members appointed by the Board of Commissioners: Katie Loovis (Chapel Hill Chamber of Commerce), Rhonda Sue Holaday (Summit Design and Engineering) and Orange County Social Services Director Nancy Coston.

The purpose of the Workforce Development Board is to help job seekers with employment, education, training and support to succeed in the job market while supplying skilled workers for employers. The Board also provides oversight for the regional allocation of Workforce Innovation and Opportunity Act funds. These funds provide services to all populations and have a particular focus on dislocated workers, youth and other job seekers with specific barriers.

In 2013, the Orange County Department of Social Services (DSS) won the competitive bid to operate the youth program in Orange County. In 2017, after a competitive bid process, DSS became the operator for all the adult and youth programs and the NCWorks Center, and has continued to provide these services and integrated them with the existing employment and

support services at DSS and Skills Development Center. There are other grants and services provided directly by the regional partnership staff, including business support.

Following the NC Works Commission presentation and discussion, the Board instructed County staff to prepare a letter of intent to realign with the Capital Area Workforce Development Board.

FINANCIAL IMPACT: There is no financial impact associated with the proposed letter and any potential impacts of realignment are unknown.

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:

- 1) authorize the Chair and staff to enter negotiations with Capital Area Workforce Development Board on the details of alignment;
- 2) authorize the Chair to sign a letter of intent to realign with the Capital Area Workforce Board; and
- 3) authorize staff to coordinate the realignment process as prescribed by the Department of Commerce, including the development of the consortium agreement for consideration by the Board.

DRAFT

Tom Rabon
Chair, NCWorks Commission
c/o North Carolina Department of Commerce
4301 Mail Service Center
Raleigh, North Carolina 27699-4301

Sent via email to NCWorksCommission@commerce.nc.gov

Dear Chair Rabon:

On behalf of Orange County, I write to express the County's intention to transition from our current local workforce area to the Capital Area Workforce Board with Wake, Johnston, Chatham and Lee counties with the intention to form a new local workforce development board. We have consulted with leaders of the Capital Area Workforce Development Board, and they agree to this realignment. Our goal is to make the new local area effective on July 1, 2023.

To help inform this decision, I have consulted with my fellow county commissioners, and leaders involved in education, workforce and economic development in my community, including J. B. Buxton, President, Durham Technical Community College, and Aaron Nelson, CEO, The Chamber for a Greater Chapel Hill- Carrboro.

I have also communicated with the appropriate local elected officials and area stakeholders in the other counties involved, and there is consensus on this course of action. We believe that this new area will follow the guiding principles for alignment established by the NCWorks Commission earlier this year, especially by (1) decreasing redundancy among local workforce development boards within economic development areas; (2) better aligning community college and workforce development board service areas; and (3) matching local workforce development board outreach to area jobseeker and business customer needs.

We look forward to collaborating with the Capital Area Workforce Development Board, the NCWorks Commission and the North Carolina Department of Commerce on the process of transitioning to a new local area as we seek to strengthen workforce and economic development.

Thank you for your consideration and partnership.

Sincerely,

Renee Price
Chair, Board of County Commissioners
Orange County

CC: Dr. Annie Izod, NCWorks Commission
Darrell L. Frye, Chair, Randolph County Board of Commissioners
Chet Mottershead, N.C. Division of Workforce Solutions

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT
Meeting Date: June 21, 2022**

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

SUBJECT: Regulation of Gatherings on and near School Property and Public Playgrounds

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):
Draft Ordinance
Resolution

INFORMATION CONTACT:
John Roberts, County Attorney, 245-
2318

PURPOSE: To present for second reading an ordinance regulating picketing on or within 1,000 feet of school property and public playgrounds.

BACKGROUND: The Board of Commissioners requested information on how the County may regulate protests or large gatherings in Orange County. The Board initially received information on this subject at its [February 1, 2022 Business meeting](#). At that meeting the Board discussed many aspects of this type of regulation including prohibiting large gatherings on certain public school properties. The Board further discussed this topic at its [May 10, 2022 work session](#). At that work session the Board determined parades would not be regulated and provided further direction to the County Attorney to be brought back to the Board for future consideration. At the [June 2, 2022 work session](#), the Board determined to move forward with an ordinance prohibiting picketing on School Property. The agenda materials for each prior discussion may be viewed at the links above.

Pursuant to the Board's prior discussions and input, the County Attorney revised the draft ordinance which generally provides as follows:

- Only covers Picketing conducted on, or within 1,000 feet of, School Property and Public Playgrounds;
- Declares violations to be subject to a monetary fine, equitable relief, or trespass depending on the facts and circumstances.

Recent changes to North Carolina law provide that when a local ordinance involves a potential criminal penalty, the ordinance may not be adopted at the meeting at which it is first introduced. Such an ordinance may only be adopted at the next regular meeting following its introduction. Because one potential penalty of this ordinance is trespass, which is a statutory misdemeanor, this ordinance may only be adopted at its second reading. First reading for this proposed ordinance occurred at the Board's June 7, 2022 Business meeting.

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

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

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

RECOMMENDATION(S): The Manager recommends the Board approve and authorize the Chair to sign the attached resolution adopting the ordinance prohibiting picketing on and within 1,000 feet of School Property and Public Playgrounds.

Sec. 24-5. - Regulating Picketing.

(a) Definitions. The following definitions shall apply to this section unless the context clearly indicates or requires a different meaning.

(1) Picket or Picketing. The activity or circumstance whereby one or more persons gather for any common purpose including but not limited to a vigil, protest, observation, demonstration, or other action which primarily promotes or objects to a person, policy, political candidate, issue, or action.

(2) Playground. A confined outdoor area set aside for recreation and play at a public facility containing equipment such as seesaws and swings.

(3) School Property. Real property operated, controlled, or maintained by a public school system for the purpose of providing primary or secondary education to students including adjacent school controlled parking facilities and lots, recreation areas, open spaces, and sports facilities and fields.

(b) Prohibition.

(1) School Property. Picketing is prohibited on School Property, or on public sidewalks or public ways, or on private property by persons other than the property owner or the property owner's immediate family, within 1000 feet of School Property. This prohibition applies only during school hours or school activities during which students are present on School Property for educational, athletic, or school sponsored extra-curricular purposes.

(2) Playgrounds. Picketing is prohibited on, or within 1000 feet of, Playgrounds when children under age 18 are present on and utilizing the Playground.

(c) Exceptions.

(1) State and Federal Property. Picketing on state owned or federally owned property is not subject to the terms and prohibitions of this section.

(2) Government meetings. Nothing in this section is intended to regulate attendance or conduct at public meetings of governmental bodies.

(3) Enrolled Students. The prohibition in subsection (b)(1) does not apply to enrolled students of a school where such activity occurs.

(d) Penalty. Penalties for violations as authorized by North Carolina General Statute 153A-123.

(1) Fine. All violations of this section shall subject the violator to a civil penalty of \$100, recoverable in the nature of debt.

(2) Equitable Relief. The County may seek an injunction, order of abatement, or other equitable relief against Picketers or private property owners hosting Pickets conducted by the public.

(3) Trespass. Violators of this section who are present on School Property or Playgrounds shall be immediately deemed to be without authorization to remain on such property and thus are deemed to be trespassing on the property on which they are Picketing or attempting to Picket.

RESOLUTION OF AMENDMENT

**A RESOLUTION AMENDING CHAPTER 24 OF THE ORANGE COUNTY
CODE OF ORDINANCES**

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

WHEREAS, recent events in Orange County have made clear that schools and school properties are not appropriate locations for picketing, demonstrations, protests, and similar activities; and

WHEREAS, for the maintenance and enhancement of student safety; and

WHEREAS, the Orange County Board of Commissioners, believing it to be in the best interest of the citizens and residents of Orange County, hereby determines that Chapter 24 of the Orange County Code of Ordinances should be amended to prohibit picketing, demonstrations, protests, and similar activities on, or within 1000 feet of, school property and playgrounds.

NOW THEREFORE, the Orange County Board of Commissioners hereby amends Chapter 24 of the Orange County Code of Ordinances by adding a new Section 24-5, which reads as shown in the attached ordinance.

This Amendment to Chapter 24 is effective upon adoption.

Ordained and adopted by the Orange County Board of Commissioners this 21st day of June, 2022.

By:

Attest:

Renee Price, Chair
Orange County Board of Commissioners

Laura Jensen, Clerk to the Board

[SEAL]

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Proposed Sale of the County Property (PIN #9779088613) Located in Chapel Hill

DEPARTMENT: Asset Management Services

ATTACHMENT(S):

1. Offer for the Purchase and Sale of Improved Property
2. North Carolina General Statute 160A-269 Negotiated Offer, Advertisement, and Upset Bids
3. Resolution Authorizing the Sale and Upset Bid Process
4. Plat Showing Property/ PIN #9779088613

INFORMATION CONTACT:

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

PURPOSE: To consider the approval of the sale of County-owned property (PIN# 9779088613) located off of Homestead Road in Chapel Hill, NC, and the approval of a resolution authorizing the sale of the property through a negotiated offer, advertisement, and upset bid process.

BACKGROUND: This County-owned property, consisting of a landlocked 0.12 acre site was conveyed to the County's recreation department in 1984. David Stancil, the Director of the Department of Environment Agriculture Parks and Recreation, indicates the property has no value for recreation purposes. An adjacent building and lot was the Homestead Community Center. The County owned the site, and operated programs at the facility in the 1990's. The County eventually sold the property with the Homestead Community Center and should have sold PIN# 9779088613 at the same time, but did not. The former Asset Management Director for the County recognized this oversight and discussed her intention with the County Attorney to pursue selling it many years ago, but left employment with the County before that could occur.

The property has a listed value of \$150,000. However, the Tax Administrator indicates this is an incorrect valuation. She indicates the department will "correct the value for 2023, and an estimate would be \$7,500." This value was not previously corrected due to its status as an exempt County owned property. This estimated value does not take into account the lack of access and the lack of development potential.

Catherine Gihlstorf, an adjacent property owner located at 8701 Drew Lane, Chapel Hill, and Timothy Gallagher approached the County with an offer to purchase the property for \$500 (Attachment 1). She has submitted the required 5% deposit to the County.

In accordance with North Carolina General Statute 160A-269, public property may be sold through a negotiated offer, advertisement, and upset bid process (Attachment 2). A resolution authorizing the sale of the property through this upset bid process is also included (Attachment 3).

Should the Board approve the sale of this property in this manner, a notice of sale will immediately be placed in a local paper and on the County's Purchasing web page. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within ten days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars, and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the County five percent (5%) of the increased bid, and the County shall re-advertise the offer at the increased bid amount for an additional ten days. This procedure shall be repeated until no further qualifying upset bids are received.

FINANCIAL IMPACT: The property is currently undeveloped, has no development potential, is landlocked without access, and as a landlocked undevelopable property has limited to no value.

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

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

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

- 1) Approve the sale of the 0.12 acre parcel of property having PIN# 9779088613 located in Chapel Hill, NC through a negotiated offer, advertisement and upset bid process, in accordance with North Carolina General Statute 160A-269;
- 2) Approve and authorize the Chair to sign the resolution authorizing the sale through this process; and
- 3) Authorize the County Manager to conduct the sale, accept the highest bid, and execute all necessary documents to complete the sale.

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

OFFER TO PURCHASE ORANGE COUNTY REAL PROPERTY

This offer is being made as a negotiated offer, pursuant to N.C. Gen. Stat. 160A-269, and other applicable sections of the North Carolina General Statutes. The terms of the offer are as follows:

1. **OFFER:** The undersigned Offeror hereby offers to purchase the property described below from Orange County for the price of \$ 500.00 (Five Hundred Dollars)
2. **PROPERTY:** The property upon which an offer is being made is that certain lot of parcel of land including all improvements thereon, situated in Hillsborough Township, Hillsborough, North Carolina,
PIN# 9779088613 Legal description W/S SR 1728 Prop dedicated to Orange County
Recreation Dept. Property is 0.12 Acre.
3. **"AS IS" CONDITION; TITLE:** The Offeror acknowledges that this offer is for the purchase of the property described above in its "as is" condition. Title will be conveyed by special warranty deed, free and clear of all liens or encumbrances.
4. **DEPOSIT:** With this offer the undersigned has deposited 5% of the proposed purchase price with the county as required by law (refundable if the offer is not accepted).
5. **PROPERTY TAX:** It is understood that the property is currently tax exempt, but that pursuant to N.C. Gen. Stat. 105-29(d) the property may become taxable for the fiscal year beginning July of the calendar year in which it is acquired, in which case, the property taxes will be the responsibility of the Offeror.
6. **UPSET BID PROCEDURE:** It is understood that the this offer is subject to upset bid procedures pursuant to N.C. Gen. Stat. 160A-269, and that no final action will be taken on acceptance of this offer until the upset period has expired. It is also understood that by law, the County Board of Commissioners may reject this offer and any upset bid offers at any time.
7. **ADVERTISING COSTS:** Upon closing, the Offeror agrees to reimburse the advertising fees for all legal notice required under N.C. Gen. Stat. 160A-269.
8. **WITHDRAWAL:** The County reserves the right to withdraw the property from sale at any time before the bid or any upset bids are accepted.

[Signature Page to Follow]

Date: 10 June 2022

Initial: TBamy

OFFER TO PURCHASE ORANGE COUNTY REAL PROPERTY

P. 2

This the 10th day of June, 2022.

(If a corporate Offeror)

Name of Entity

By: _____

Title: _____

Attest: _____

Corporate Secretary (Affix Corporate Seal)

(If Individual)

Offeror: _____

(Print Name) Catherine Gihlstorf

Offeror: _____

(Print Name) Timothy Gallagher

email: gihlstorf@mindspring.com

phone: 919-749-7076

Attachment #2

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

Attachment #3

Resolution Authorizing Upset Bid Process for .12 acre plot, GIS Pin # 9779088613, Chapel Hill, NC

WHEREAS, Orange County owns certain property, .12 acres of land and located at GIS Pin # 9779088613, Chapel Hill, NC.; and

WHEREAS, North Carolina General Statute 160A-269 permits the County to sell property by upset bid, after receipt of an offer for the property: and

WHEREAS, Orange County has received an offer to purchase the property described above, in the amount of \$500 submitted by Ms. Catherine Gihlstorf, owner of adjacent property located at 8701 Drew Lane, Chapel Hill, NC, and Mr. Timothy Gallagher; and

WHEREAS Ms. Catherine Gihlstorf has paid the required five percent (5%) deposit on its offer;

THEREFORE, we, the Orange County Board of County Commissioners resolve that:

1. The Orange County Board of County Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute 160A-269.
2. The Orange County Purchasing Agent shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Purchasing Agent, located at 405 Meadowlands Drive, Hillsborough, NC, within 10 days after the notice of sale is published. At the conclusion of the ten day period, the Purchasing Agent shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the Purchasing Agent shall cause a new notice of the upset bid to be published, and shall continue to do so until a 10 –day period has passed without any qualifying upset bids having been received. At that time, the amount of the final high bid shall be reported to the Orange County Board of County Commissioners.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted, and will return the

deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that:
 - The County must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and
 - The buyer must pay with cash at the time of the closing.
8. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The County Manager is authorized to execute the instruments necessary to convey the property to **Ms. Catherine Gihlstorff**, 8701 Drew Lane, Chapel Hill, NC, and **Mr. Timothy Gallagher**.

This 21st day of June, 2022

Renee Price, Chair
Orange County Board of Commissioners

Laura Jensen
Clerk to the Board

CURVE DATA

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD DIST.	CHORD BEARING
POC 1	1595.00'	267°11'46"	728.25'	371.11'	722.91'	N02°01'42"E
POC 2	245.00'	119°15'50"	909.98'	418.15'	422.77'	N74°45'28"E
PT 3						
PC 4	50.00'	243°21'29"	212.37'	-81.00'	85.11'	S76°03'39"W
PRC 5	40.00'	67°21'09"	47.02'	26.60'	44.36'	N15°56'34"W
PCC 6	195.00'	115°15'20"	392.26'	307.60'	329.99'	S72°45'14"W
PCC 7	1545.00'	25°44'26"	694.10'	353.01'	688.28'	S02°15'22"W
POC 8						

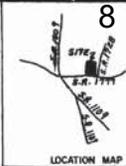
ROBERT C. HOGAN, SR.
D. B. 107-459

RECEIVED

RECEIVED

FILED 46 167
1987 JAN 20 PM 1:09
JAN 29 1 39 PM '87
GRAND COUNTY, N.C.
GRAND COUNTY, N.C.

1987 JAN 21 PM 12:50
GRAND COUNTY, N.C.



IMPERVIOUS SURFACE AREA MAY NOT EXCEED THE SQUARE FOOTAGE LISTED BELOW:

LOT	AREA
LOT 2A	5335 S.F.
" 2B	5335 "
" 2C	5345 "
" 2D	5353 "
" 2E	6461 "
" 1	5968 "
" 2	5267 "
" 3	5259 "
" 4	5335 "
" 5	5508 "
" 6	5328 "
" 7	5902 "
" 8	5348 "
" 9	6363 "
" 10	5304 "
" 11	5535 "

NOTE: Existing trees to be preserved on the site will fulfill landscape requirements of Sec. IV-B-8-C-1 of the Orange County Subdivision Regulations (1) one tree every 35 feet along both sides of proposed street (2) one tree for every 1000 square feet of side and rear yard set back area. The tree protection area (Sec. IV-B-8-B-1) must be adhered to in primary area and secondary area.

Lots 2A, 2B, 2C, 2D and 2E are revised by giving 5 feet on front of property. This plat supercedes P.B. 32-144 and P.B. 33-67.

Property Information:
Tax Map 109 Lot 27B; D.B. 330-1 11.69 AC. in New Lots 1-11 7.32 AC. in Revised and Old Lots 1.67 AC. in Road and Easement.

CONDOMINIUM CERTIFICATE

I hereby certify, a satisfactory search has been made as approved by the Orange County Assessor and that the plat for completion of all required improvements is in force and effect. All required improvements must be completed within 365 days from date hereof.

Jordan H. 1987 William T. Harris

APPROVAL CERTIFICATE

Provided that this plat be recorded within 6 months of final approval, approved by the Planning Board *12-15-86* (Date)

NORTH CAROLINA-ORANGE COUNTY

The foregoing certificate(s) of Gloria P. Faulkner

Notary Public of the designated governmental units are certified to be correct.

Filed for registration on the 23rd day of Jan, 1986 at 1:19 o'clock P.M., in Book 46 Page 167.

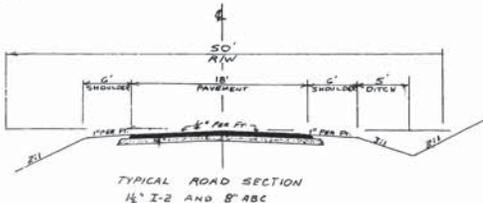
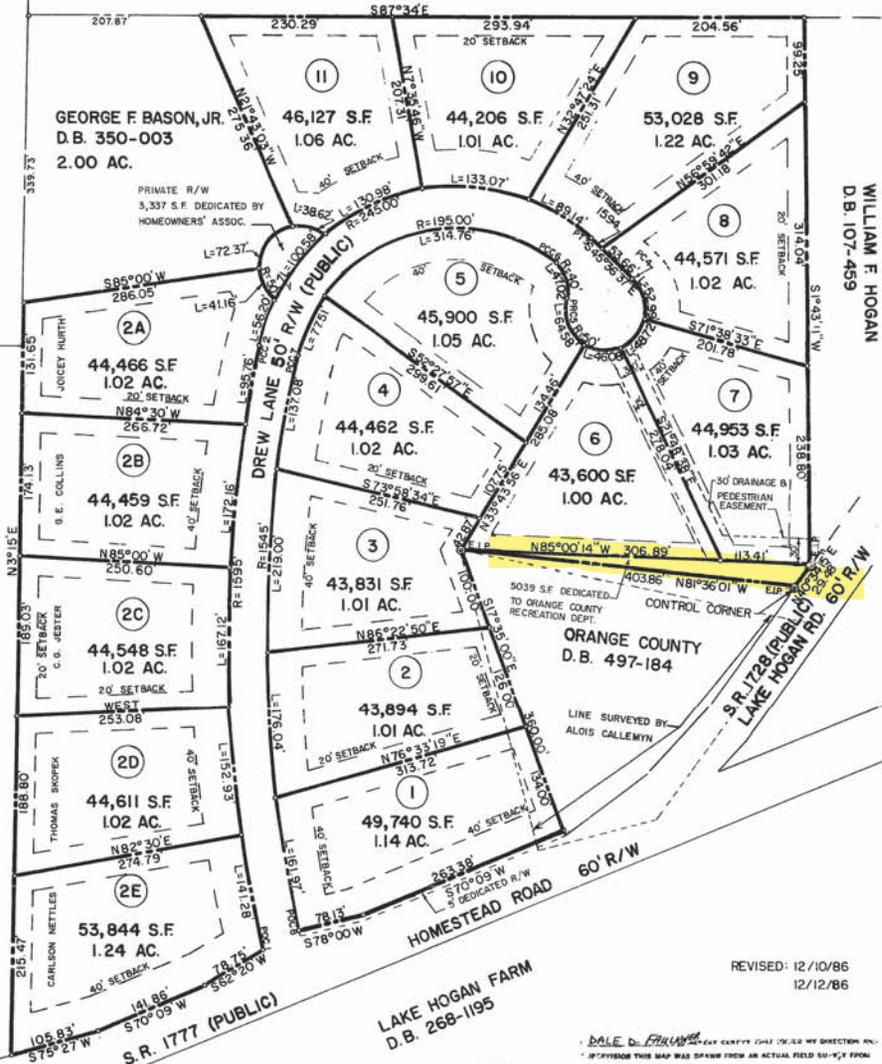
This the 23rd day of Jan, 1986.
By Wendell B. Bonds Deputy

ROBERT H. OAKS, SR.
D. B. 533-263

GLORIA P. FAULKNER
NOTARY PUBLIC
ORANGE COUNTY, N.C.

LAKE HOGAN FARM
D.B. 268-1195

WILLIAM F. HOGAN
D.B. 107-459



Certificate of Owner

I, Gary Buck, do hereby certify that I am the owner of the land included; that I ordered the work of surveying and platting to be done; that said property is located within the subdivision regulation jurisdiction of the county of Orange; that all public streets, alleys and open space so designated herein are dedicated for such use and will be maintained until such time as the maintenance responsibility is accepted by some governmental authority or responsible agency and that all public and private easements shown herein are duly granted for the uses stipulated.

1-21-87
DATE

Gary Buck Building Co. Inc.
PRESIDENT
SECRETARY

North Carolina, Orange County

I, Gloria P. Faulkner, a Notary Public for said County and State, do hereby certify that Gary Buck personally appeared before me this day and stated that he is President of Gary Buck Building Co. Inc. and acknowledged, on behalf of Gary Buck Building Co. Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 21 day of Jan, 1987.

My Commission expires 12/1/89



REVISED: 12/10/86
12/12/86

FINAL PLAT
PROPERTY OF

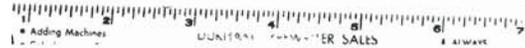
HOMESTEAD HILLS - PHASE 2

CHAPEL HILL TWP ORANGE CO.
NORTH CAROLINA
DECEMBER 1, 1986 SCALE: 1" = 100'

OWNER: GARY BUCK BUILDING COMPANY INC.
P.O. BOX 6 CARRBORO NC 27510

SURVEYED BY: FAULKNER-HARRIS, SURVEYORS
RT. 5, BOX 216-1
CHAPEL HILL, N.C. 27514

DALE D. FAULKNER
I, DALE D. FAULKNER, a duly qualified and sworn Surveyor for the State of North Carolina, do hereby certify that I have surveyed and plotted the above described land and that the same is correctly shown on this plat. I have also calculated the latitudes and departures of the lines shown on this plat and the bearings and distances of the lines shown on this plat. I have also calculated the area of the land shown on this plat and the same is correctly shown on this plat. I have also calculated the area of the land shown on this plat and the same is correctly shown on this plat.



**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 21, 2022

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

SUBJECT: Orange County Board of Adjustment Member Removal

DEPARTMENT: Planning & Inspections

ATTACHMENT(S):

Orange County Board of Adjustment Rules
of Procedure

INFORMATION CONTACT: (919)

Patrick Mallett, Erosion Control and
Stormwater Supervisor, 245-2557

PURPOSE: To remove Scott Taylor as a member of the Orange County Board of Adjustment (BOA) as per Section IV of the Board of Adjustment Rules of Procedure.

BACKGROUND: Mr. Scott Taylor was first appointed to serve as a member of the BOA on October 6, 2020, and his current term expires June 30, 2024. Since Mr. Taylor's appointment to the BOA, he has not attended meetings, and subsequently has not taken part in the participatory decision making process required by the BOA.

On May 17, 2022, Interim Planning and Inspections Director Brenda Bartholomew sent an email to Scott Taylor advising Mr. Taylor that he currently held an appointed seat on the BOA. Ms. Bartholomew advised Mr. Taylor that based on non-compliance with the BOA Rules of Procedures, his resignation was requested. No resignation or response has been received to date.

Section IV of the Board of Adjustment's Rules of Procedure states:

- D. Members of the Board may be removed for cause.
- E. Faithful attendance at all meetings of the Board and conscientious performance of the duties required of members of the Board shall be considered a pre-requisite of continuing membership on the Board.

Given that a resignation was not forthcoming, it has been recommended that proceedings officially occur to remove Mr. Taylor from his appointed seat. It is important that BOA members are in attendance so that a legal quorum can be achieved and an equitable vote occur regarding matters presented to the BOA.

FINANCIAL IMPACT: There is no financial impact associated with the removal of a current BOA member.

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 are no Orange County Environmental Responsibility Goal impacts applicable to this item.

RECOMMENDATION(S): The Manager recommends the Board approve the removal of Scott Taylor as a member of the Board of Adjustment (BOA) for non-compliance with Section IV of the Board of Adjustment's Rules of Procedure.

RULES OF PROCEDURE

BOARD OF ADJUSTMENT

ORANGE COUNTY, NORTH CAROLINA

I. General Rules

Amended 6/11/90 A. The Orange County Board of Adjustment shall be governed by the terms of Article 18, Part 3 of Chapter 153A and, when effective, Chapter 160D of the General Statutes of North Carolina and by the Unified Development Ordinance of Orange County, North Carolina, adopted April 5, 2011, and as amended. All Board members shall be thoroughly familiar with these laws.

II. Officers and Duties

Amended 2/12/68
6/12/78
6/11/90 A. Chair

The Chair shall be elected by majority vote of the membership of the Board from among its members.

The term of office shall be for one year, and until a successor is elected, beginning on July 1, and the Chair shall be eligible for re-election. Subject to these rules, the Chair shall decide upon all points of order of the Board in session at the time.

The Chair shall appoint any committees found necessary to investigate any matter before the Board.

Amended 6/11/90 B. Vice Chair

A Vice Chair shall be elected by the Board from among its members in the same manner and for the same term as the Chair. The Vice Chair shall serve as Acting Chair in the Chair's absence, and at such times the Vice Chair shall have the same powers and duties as the Chair.

C. Clerk to the Board

A Clerk to the Board shall be appointed by the Chair of the Board, either from within or outside its membership, to hold office during the term of the Chair and until a successor Clerk to the Board shall have been appointed. The Clerk to the Board shall be eligible for reappointment. The Clerk to the Board acting as clerk to the board, subject to the direction of the Chair and the Board, shall keep all records, shall conduct all correspondence of the Board, shall arrange for all public notices required to be given, and shall generally supervise the clerical work of the Board. The Clerk to the Board shall keep in a permanent volume the minutes of every meeting of the Board. These shall be and show the record of all important facts pertaining to each meeting and hearing, every resolution acted upon by the Board, and all votes of members of the Board upon any resolution or upon the final determination of any question, indicating the names of members absent or failing to vote. If the Clerk to the Board is

chosen from outside the membership of the Board, the Clerk to the Board shall not be eligible to vote upon any matter. The Chair may appoint an Acting Clerk to the Board in the Clerk to the Board's absence.

III. Alternate Members

Amended 6/11/90 Alternate members of the Board shall attend all meetings and hearings of the Board unless otherwise notified. A regular member, on receiving notice of a meeting which he or she cannot attend or upon learning that he or she will be unable to participate in a meeting, shall promptly give notice to the Clerk to the Board of the Board that he or she is unable to attend or unable to participate.

Where, because of the inability of a regular member to serve or to participate, the attendance of an alternate member is necessary to make quorum as defined by Section V-D below, the Chair, or any member acting as Chair, shall designate an alternate member to have all the powers and duties of a regular member.

IV. Members

- Amended 6/11/90
- A. Membership on the Board of Adjustment shall be governed by the terms of 160D-302 of the General Statutes of North Carolina as well as applicable parts of the Orange County Advisory Board Policy where it specifies the Board of Adjustment.
 - B. In cases where an individual is appointed to serve the unexpired portion of a Board member's term, the appointment shall be for the time period of the unexpired term only and shall not be counted as a regular term for that member.¹
 - C. All members appointed to the Board of Adjustment shall, before entering their duties, qualify by taking an oath of office as required under NCGS 153A-26.²
 - D. Members of the Board may be removed for cause.
 - E. Faithful attendance at all meetings of the Board and conscientious performance of the duties required of members of the Board shall be considered a pre-requisite of continuing membership on the Board.
 - F. No Board member shall take part in the hearing, consideration or determination of any case in which that member is personally or financially interested.
 - G. No Board member shall vote on any matter deciding an application or appeal unless that member has attended the public hearing on that application or appeal.
 - H. No Board member shall discuss any case with any parties thereto prior to the

¹ This is an existing provision in Section 1.8.2 of the UDO. As part of the 160D update, this section of the UDO is being deleted due to redundancy with the County's General Advisory Board Policy. The proposed addition to the Board's Rules of Procedure is the only instance where 'procedures' differ from the general advisory board policy.

² NCGS 160D-309, the provision of the Statute addressing the operation of the Board of Adjustment, has added an oath of office requirement for the Board.

public hearing on that case; provided however, that members may receive and seek information pertaining to the case from any other member of the Board and its Clerk to the Board prior to the hearing.

I. Members of the Board will not express individual opinions on the proper judgment of any case with any parties thereto prior to its determination of that case. Violation of this rule shall be cause for dismissal from the Board.

J. Each member of the Board shall be familiar with the applicable provisions of the Unified Development Ordinance associated with matters before them.

Amended
6/11/90

K. At any meeting, which an alternate member is called upon to participate within, shall have the same powers and duties as regular members.

Amended
6/11/90

L. , At no time shall more than five members (including alternate members) officially participate or vote in any meeting or hearing.

V. Meetings

Amended
6/12/78
6/11/90
2/3/10

A. Regular Meetings

Regular meetings of the Board shall be held on the second Monday of each month at 7:00 p.m. in the Orange County Whitted Human Services Center Complex at 300 West Tryon Street in Hillsborough, North Carolina provided, that if the Chair so directs, meetings may be held at any other place/time in the County.

However, when such a meeting coincides with a county or state holiday, then the meeting shall be cancelled. Meetings will adjourn at 10:00 p.m. unless otherwise voted.

B. Special Meetings

Special meetings of the Board may be called at any time by the Chair. At least forty-eight (48) hours written notice of the time and place of special meetings shall be given, by the Clerk to the Board or by the Chair, to each member of the Board.

C. Cancellation of Meetings

1. For Lack of Business or Quorum Whenever there are no appeals, applications for exceptions or variances, or other business for the Board, or whenever so many regular and alternate members notify the Clerk to the Board of inability to attend that a quorum will not be available, the Clerk to the Board may dispense with a meeting by giving written or oral notice to all members prior to the time set for the meeting.

2. Inclement Weather or Similar Consideration Meetings may also be canceled whenever there may be additional considerations which make a meeting unsafe or infeasible.

Such determination may be made by the Chair upon good cause or by the Clerk to the Board where the cause is closure of County offices or facilities. Upon such a cancellation, either the Chair or the Clerk to the Board may dispense with a meeting by giving written or oral notice to all members prior to the time set for the meeting.

Amended
1/11/99

D. Quorum

A quorum of the Board, necessary to conduct any business of the Board shall, consist of four members.

Amended
6/11/90

E. Conduct of Meetings

All meetings of the Board shall be conducted in compliance with the North Carolina Open Meetings Law, North Carolina General Statutes 143-319.9 et seq. The Board shall give public notice of its meetings also as provided in the

Open Meetings Law. The order of business at regular meetings shall be as follows:

- a. reading of the Public Charge;
- b. approval of minutes;
- c. hearing of cases;
- d. consideration and determination of past cases; and,
- e. other business.

Amended
6/11/90

VI. Applications for Appeal

A. Types of Appeals

The Board shall hear and decide all appeals from and review any order, requirement, decision, or determination made by the Planning Director. It shall also hear and decide all matters referred to it or upon which it is required to pass by the Unified Development Ordinance of Orange County, North Carolina. In deciding appeals, it may hear both those based upon an allegedly improper and erroneous interpretation of the ordinance and those based upon alleged hardship resulting from the strict interpretation of the ordinance.

Amended
6/11/90

B. Procedure for Filing Appeals

No appeal shall be heard by the Board unless notice thereof is filed as required by the UDO within thirty (30) days after the decision, determination or directive was made by the Planning Director and record of that action filed in the office of the Planning Director. No appeal shall be considered by the Board unless a completed application is received. All applications for hearings shall be filed with the Clerk to the Board, or with the Planning Director, who shall act as Clerk to the Board for the Board in receiving this notice. All applications shall be made upon the form furnished for that purpose, and all required information shall be provided thereon before an appeal or an application shall be considered as having been filed.

C. Hearings

Amended
6/11/90

1. Time

After receipt from the Planning Director or Clerk to the Board of the completed notice of appeal or application, the Clerk to the Board shall schedule a time for a hearing, which shall be heard at either a regularly scheduled meeting or at a special meeting.

Amended
6/11/90

2. Notice

The Board shall give public notice of the hearing as required by the North Carolina Open Meetings Law and as specified in the Orange County Unified Development Ordinance.

Notices shall state the location of the building or lot, the general nature of

the question involved, and the time and place of the hearing.

3. Conduct of Hearing

Any party may appear in person or by attorney at the hearing. Witnesses may be called and factual evidence may be submitted, but the Board shall not be limited to consideration of such evidence as would be admissible in a court of law. The Board may, in its discretion, view the premises and obtain additional facts in the matter before arriving at a determination of the case. The order of business for each hearing shall be as follows:

- (a) the Chair, or such person as the Chair shall direct, shall give a preliminary statement of the case;
- (b) the applicant shall present the arguments in support of his case or application;
- (c) persons opposed to granting the application shall present the argument against the application;
- (d) both sides will be permitted to present rebuttals to opposing testimony;
- (e) the Chair, or such person as the Chair shall direct, shall summarize the evidence which has been presented, giving the parties an opportunity to make objections or corrections.

4. Administration of Oaths

The chair of the board or any member acting as chair and the clerk to the board are authorized to administer oaths to witnesses in any matter coming before the board. Any person who, while under oath during a proceeding before the board determining a quasi-judicial matter, willfully swears falsely is guilty of a Class 1 misdemeanor.

5. Denial and Rehearings

When the Board of Adjustment shall have denied an application for a Special Use Permit, the Board of Adjustment shall not receive another application for the same or similar petition affecting the same property or a portion thereof until the expiration of a one-year period, extending from the date of denial.

An application for a rehearing may be made in the same manner as provided for an original hearing. Evidence in support of the application shall initially be limited to that which is necessary to enable the Board to determine whether there has been substantial change in the facts, evidence, or conditions in the case.

A rehearing shall be denied by the Board if in its judgment there has been no substantial change in the facts, evidence, or conditions in the case. If the Board finds that there has been such a change, it shall thereupon treat the request in the same manner as any other application.

Amended 6/11/90 D. Decisions

Amended 6/11/90 1. Form

The Board's decisions to approve or deny any application shall be reduced to writing in the form of an Order. Such Order shall include the reasons for the Board's decision and signed by the Chair.

Amended 6/11/90 2. Voting at Hearings

Required voting on matters before the Board shall be in accordance with applicable State statutes and the provisions of the Orange County Unified Development Ordinance (UDO).

3. Public Record of Decisions

The minutes and orders of the Board shall be a public record, available for inspection at all reasonable times.

VII. Amendments

Amended 6/12/78 A. These rules may, within the limits allowed by law, be amended at any time by an affirmative vote of not less than four-fifths (4/5ths) members of the Board, provided that such amendment be presented in writing at a regular or special meeting preceding the meeting at which the vote is taken.

BOCC Meeting Follow-up Actions

(Individuals with a * by their name are the lead facilitators for the group of individuals responsible for an item)

Meeting Date	Task	Target Date	Person(s) Responsible	Status
6/7/22	Review and consider request by resident for assistance with broadband access on Red Gate Road, Spectrum, and County contract with North State	7/2022	Chair/Vice Chair/Manager Travis Myren	DONE Staff coordinated with North State and provided email updates to resident (6/10/22) and BOCC (6/13/22)
6/7/22	Review and consider request by Commissioner McKee that staff provide a report to the Board on the loss of athletic fields in Hillsborough due to Collins Ridge and a potential plan/options for the County to move forward establishing new/replacement baseball/lacrosse/field hockey/etc. fields	9/2022	David Stancil	Staff to provide information/inventory on options to the Board
6/7/22	Move forward with process and proposed letter regarding Workforce Realignment and schedule agenda item for the Board's June 21, 2022 Business meeting	6/2022	Nancy Coston Travis Myren	DONE Item scheduled for June 21, 2022 Business meeting
6/7/22	Draft letters of thanks for the Chair to send to the five landowners for the newly-established voluntary agricultural district farms	6/2022	Jessica Perrin, Peter Sandbeck, David Stancil, and Laura Jensen	Letters to be drafted
6/7/22	As part of presenting the Schools Picketing item for second reading at the Board's June 21, 2022 Business meeting, amend its title and provide the Board with information on incidents/complaints/etc. over the last five years	6/2022	John Roberts	DONE Item scheduled for June 21, 2022 Business meeting

INFORMATION ITEM

ORANGE COUNTY DEPARTMENT OF ASSET MANAGEMENT SERVICES

Memorandum

To: Board of County Commissioners
Bonnie Hammersley, County Manager

From: Steven Arndt, Director, Asset Management Services
Amy Eckberg, Sustainability Programs Manager

Date: June 21, 2022

Subject: Orange County Installs Twelve New Electric Vehicle Chargers
as Part of Clean Fuels Advanced Technology Grant Program

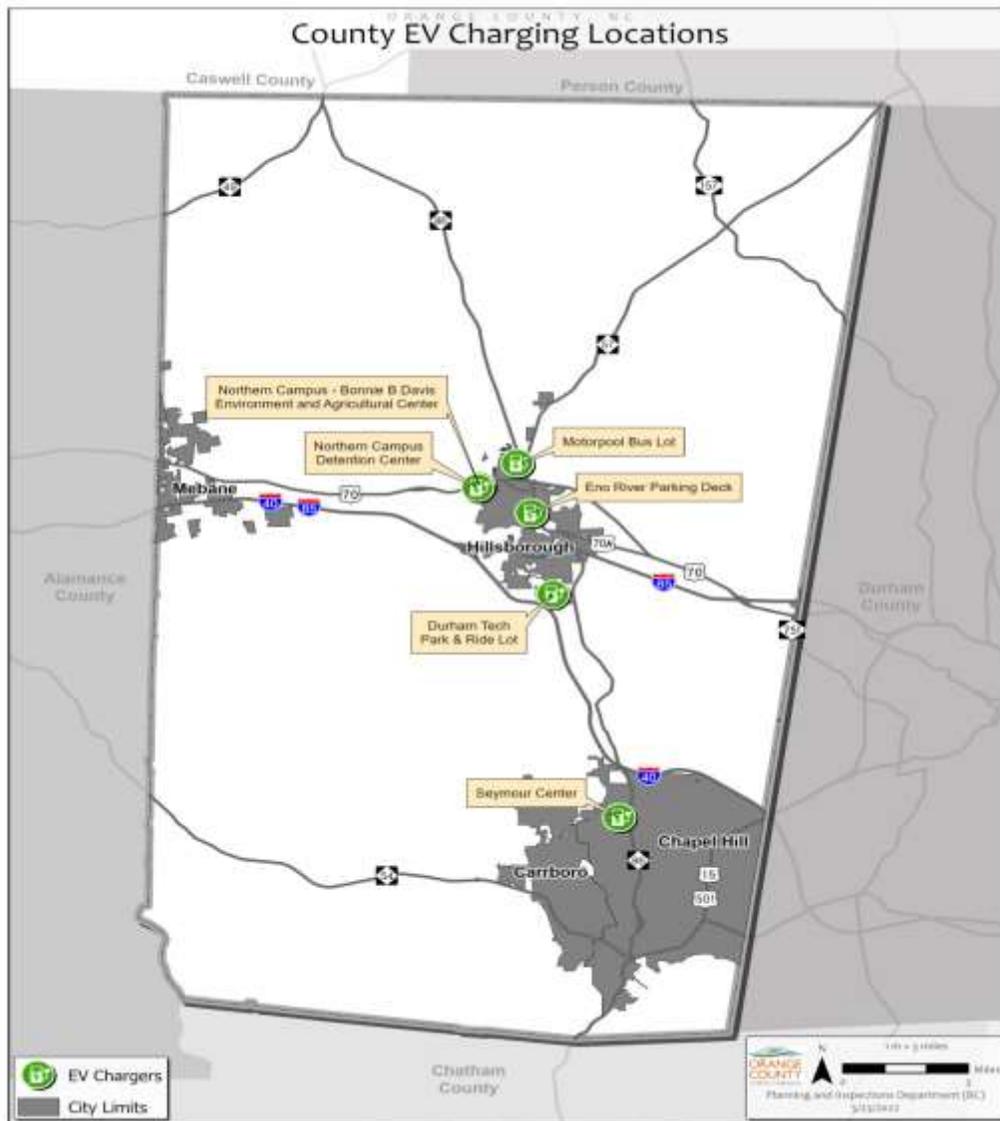
Orange County has recently installed twelve new electric vehicle charging stations for use by the general public. These new chargers were made possible by the NC Clean Energy Technology Center at NC State University with federal Congestion Mitigation Air Quality funding provided from the NC Department of Transportation.

The new “Level 2” Clipper Creek charging stations are available to the public 24/7. Six stations are located at the Eno River Parking deck accessed from 131 W. Margaret Street or Nash and Kollack Street. Six more stations are available at the Durham Technical Community College Park and Ride lot located at 525 College Park Road in Hillsborough. These 12 stations are part of the same funding program that enabled Orange County to install two chargers at the Robert and Pearl Seymour Center at 2551 Homestead Rd and three chargers powered by solar energy at Orange County Public Transportation, 600 NC Highway 86.

Orange County is pleased to offer these public chargers free of charge to support electric vehicle adoption and to further the County’s climate action goals. We will continue to seek funding opportunities that will enable us to

offer more electric vehicle charging in the near future to expand the growing network and to provide greater access to this service in our community.

Orange County currently owns and operates 23 electric vehicle chargers at 6 different locations across the county. The map below shows the locations/facilities where the chargers can be found.



INFORMATION ITEM

ORANGE COUNTY DEPARTMENT OF ASSET MANAGEMENT SERVICES

Memorandum

To: Board of County Commissioners
Bonnie Hammersley, County Manager

From: Steven Arndt, Director, Asset Management Services
Amy Eckberg, Sustainability Programs Manager

Date: June 21, 2022

Subject: Orange County Participating in Solarize the Triangle Program

Orange County has recently signed on as a participant in the Solarize the Triangle program joining other towns and cities across the Triangle area (City of Durham, Durham County, Chatham County, Town of Chapel Hill, Hillsborough, Carrboro, City of Raleigh, Town of Morrisville, Cary, Holly Springs and Apex).

What is Solarize the Triangle?

Solarize the Triangle is a public-private community program that provides participating communities with accessible and affordable clean energy technologies through community engagement and collaboration. This two-year program organized by Triangle J Council Of Governments (TJCOG) will expand residential, non-profit, and small business solar installations through group purchasing and installation. The program addresses market and policy barriers by reducing costs, vetting materials, approving contractors, and securing pricing. Solarize campaigns allow jurisdictions to educate residents on solar and to promote solar installations in their communities in a time and cost-efficient manner.

- The program is structured around **a campaign**—which typically occurs in the summer for consistent and relevant “sun” messaging

- The administrator of the program (Solar Crowdsourcing) releases an **RFP** in which local solar installers guarantee pricing in a tiered pricing system that offers those who sign up and install during the campaign a cheaper price as the numbers of installations increase.
- Programs can include incentives or free systems to **low-income families** if local governments provide funds for that purpose.
- Each jurisdiction that participates will have a personalized campaign (e.g. “Solarize Orange County”).

The Solarize model has been proven successful in other communities, most recently in Asheville-Buncombe County and Savannah, GA. It enables bundling of individual solar PV systems to achieve economies of scale. Costs are further reduced by shifting marketing from the installer to the program administrators. This is a turn-key program so it will not take up a lot of Orange County staff time but can result in large benefits to the community.

TJCOG is administering the Solarize the Triangle Partnership with a partner called [Solar Crowdsourcing](#) to conduct two regional campaigns with consistent, individual community branding (summer 2022 and summer 2023). The structure and assistance will be provided through a partnership with Solar CrowdSource, with key elements of the program determined by the partners. TJCOG is prepared to launch the 2022 campaign later this summer. A community wide campaign launch event is scheduled for August 10, 2022 which will provide details on pricing and equipment options. Education and outreach opportunities will be varied and include town hall meetings, workshops, on-line informational webinars, solar tours and outreach through local community groups and events.

What does it cost to participate?

Each local government contributes to the administration costs of running the program, but program participants pay the full cost of installing the solar on their homes, non-profits, or businesses. Orange County’s portion is \$1,495 for program administration to cover the two-year program.

There is an option for local governments to provide subsidies for low-income households to participate in the program. This would allow those who do not have disposable income or the benefits of tax credits to benefit from solar

installed on their home, thus reducing their energy bills. \$50,000 is expected to fund approximately 5-8 homes and program managers will be fundraising to match any funds that local governments provide for low-income homes. Any funding from a local government would stay within its boundaries.

What other communities have run similar Solarize programs?

[Asheville – Buncombe County](#) ran a solarize program in 2021 in which they had 180 solar contracts signed for a total of 1,450kW of new solar capacity and 125.5 kWh of battery storage, estimated \$251,215 savings for participants, generated \$4.69 million in new clean energy development, and is avoiding an estimated 2.69 million lbs of CO2 annually.

[Middle Georgia](#) ran a campaign in 2019 resulting in 323kW of new solar capacity and 94.4 kWh of battery storage and an estimated 606,000 lbs of CO2 avoided annually.

Solarize Benefits

Participants	Installer	Community
<ul style="list-style-type: none"> • Vetted contractors and materials • Free evaluations and streamline process • Trusted community-based program • Discount pricing 	<ul style="list-style-type: none"> • Reduced customer acquisition cost • Improved permit process • Limited geographic area • Lasting community relationship 	<ul style="list-style-type: none"> • Economic development • Job creation • Meet clean energy goals • Reduced electricity costs and added resilience • SolSmart or other green certifications

Projected Campaign Dates:

- RFP Release: June 16, 2022
- Pre-Bid Meeting June 24, 2022
- Bids due: July 15, 2022
- Interview Contractors: July 19, 2022
- Announce Contractors: July 22, 2022
- Launch Campaign: August 10, 2022

**MEMORANDUM**

TO: Board of County Commissioners

FROM: Erin Sapienza, Interim Library Director

DATE: June 6, 2022

SUBJECT: Orange County Public Library Strategic Plan 2022-2027

This memo is to update the Board of County Commissioners on the Orange County Public Library 2022-2027 Strategic Plan.

BACKGROUND: This strategic plan address diversity, equity and inclusion in our library collections, programs and services. Our process included a dynamic series of public engagement sessions, staff discussions and stakeholder interviews. The result is the creation of a comprehensive plan that provides a roadmap for our next five years of library service.

Floricane, a strategic planning firm from Richmond, VA, facilitated the work for this plan.

The completed plan includes the following focus areas:

- Communicate and Connect with Residents
- Be a Library for Everyone
- Invest in Our Staff

PROCESS: Our process consisted of five phases and lasted 10 months. In the Planning and Engagement phase, we created a project team that included frontline library staff members and held staff engagement sessions to discuss purpose, scope and expectations of the work. During the Outreach and Discovery phase, our project team identified stakeholders and specific community groups for in depth conversations and then led engagement sessions over several months with those groups and individuals. We also completed a resident feedback survey as part of this phase. In the Strategic Framework phase, we developed themes and tactics based on the feedback from staff and community groups. The Draft Phase saw the project team refine the themes and tactics and host another community session to review our work to date. In the final phase, Implementation, we created a Strategic Leadership Team to finalize the plan and create a timeline for implementation of each tactic.

The level of community and staff engagement throughout this process exceeded what we have accomplished with our previous strategic plans. Asking staff to co-create the process and participate in key elements throughout the work, led to a collaborative experience and allowed staff the opportunity to work directly with community organizations.

NEXT STEPS: We will continue to foster the relationships we built with community organizations, staff and leadership as we engage in the work outlined in the five-year plan. We recognize the value of collaboration and are excited to bring this plan to life.

Acknowledgements:

Library Project Team

- Teresa Blackwell
- Maureen Socha
- Rae Hoyle
- Kim Dunderdale
- Jayna Fishman
- Lucinda Munger
- Erin Sapienza

Florican LLC, Strategic Planning Consultants

- Serena Fulton
- John Sarvay



Five-Year Strategic Vision

Orange County residents, library staff, and community partners see their libraries as inclusive and accessible spaces for learning and connection.

Three Areas of Focus

Communicate and Connect with Residents

Foster cooperative, collaborative, and interconnected relationships by providing opportunities for diverse communities to meet, connect, and learn together.

1. **Increase and enhance communications with residents and our community partners.**
 - a. Update the library's communications plan to incorporate input from staff and key community groups.
 - b. Develop a community advisory group to provide recommendations to address language and other outreach barriers.
2. **Build relationships and implement community engagement initiatives with communities with whom the library does not currently have strong ties.**
 - a. Expand our existing partnerships to create collective impact in underserved communities.
 - b. With support from the Department of Human Rights and Relations, expand our reach to Latinx, Black, Indigenous, and LGBTQ communities.

Be a Library for Everyone

Support a more equitable and inclusive Orange County by providing accessible collections, programs, and services.

1. **Build collections, programs, and services that reflect and include our entire community.**
 - a. Collaborate with our existing Teen Advisory Board and community partners throughout the county to create inclusive programs, collections, and services for teens.
 - b. Work with community partners to create services to meet the needs of young patrons with sensory processing disorders.
 - c. Foster community-based relationships to create services and guide material selection that serve local Latinx, Indigenous, Black, and LGBTQ community members.
 - d. Audit library materials, programs, services, policies, and processes using a DEI lens.
2. **Foster a fun, inclusive, and welcoming environment for library visitors at both library locations.**
 - a. Evaluate our existing spaces to identify accessibility issues.
 - b. Design an accessible and inviting initial in-person customer experience.
 - c. Ensure wayfinding signage is visually effective and accessible.
 - d. Display and promote the work of artists from varied backgrounds at both library locations.



3. **Address literacy gaps in underserved communities.**

- a. Develop a plan to offer library services at the Efland-Cheeks and Cedar Grove community centers.
- b. Build on our relationship with the Orange County Department on Aging to reach the county's homebound aging population.
- c. Expand our relationship with Orange County's Public Transportation, Housing and Community Development, and Criminal Justice Departments to identify gaps in access to library facilities and resources.
- d. Coordinate with other county departments to offer library services at their location and/or events.
- e. Increase use of our Storytime-to-Go bags.
- f. Implement "Baby's First Library Card" program.

Invest in Our Staff

Create a culture of mutual support and growth necessary for success.

1. **Increase staff connections across divisions.**

- a. Develop a set of shared library values based on national standards and integrate those values into our work.
- b. Audit and refine staff communications to increase the relevance, timeliness, and accessibility of communication to and among staff.
- c. Update the staff lounge at Main to provide a cozier atmosphere.
- d. Create a staff engagement team to foster a fun, inclusive, and welcoming environment for library staff at both locations.

2. **Provide staff training to enhance confidence and customer service skills when interacting with diverse populations.**

- a. Evaluate and update the orientation process and include re-orientation activities for library staff.
- b. Invite professionals from the Orange County Skills Center to educate staff at both locations on services available to community members.
- c. Provide Reader's Advisory training that emphasizes DEI authors and titles so that staff can promote diverse titles in the collection to library patrons.
- d. Provide professional development for staff around outreach best practices.

3. **Ensure library staff and volunteers reflect the diversity of the Orange County community.**

- a. Remain committed to non-biased hiring and application processes for employees and volunteers.
- b. Find ways to celebrate, highlight, and encourage diversity in current staff and volunteers.
- c. Work with area universities and colleges to develop an internship program with focus on candidates who have strong knowledge of the field through a DEI lens.
- d. Work with community partners to recruit volunteers from Latinx, Black, Indigenous, and LGBTQ communities.