



**Orange County
Board of Commissioners**

Agenda

Business Meeting

October 18, 2022

7:00 p.m.

Richard Whitted Meeting Facility

300 West Tryon Street

Hillsborough, NC 27278

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

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

1. Additions or Changes to the Agenda

PUBLIC CHARGE

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

2. Public Comments (Limited to One Hour)

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

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

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

- b. Matters on the Printed Agenda

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

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

4. Proclamations/ Resolutions/ Special Presentations

- a. Recognition of County Employee Retirements from April 1, 2022 through September 30, 2022
b. Proclamation Designating October 2022 as Arts and Humanities Month
c. Orange County Arts Commission One Year Update on Eno Arts Mill



d. Orange County Arts Commission 2022-23 Annual Grant Recipients

5. Public Hearings

6. Regular Agenda

- a. Schools Safety Task Force – Proposed Charge and Composition
- b. Consulting Services Award to Blue Strike Environmental Consulting for the Orange County Climate Action Plan and Approval of Budget Amendment #2-A

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. Fiscal Year 2022-23 Budget Amendment #2
 - c. Amendment to the 2020 Eno Haw Regional Hazard Mitigation Plan
 - d. Orange County Vision Zero Policy and Complete Street Policy
 - e. Amendments to the OUTBoard Rules and Procedures
 - f. Resolution of Intent to Update Orange County’s Comprehensive Land Use Plan
 - g. Approval of the Assistance Policy and the Procurement and Disbursement Policy for the 2022 North Carolina Housing Finance Agency (NCHFA) Urgent Repair Program (URP22)
 - h. Inspection Period Extension for the Executed Lease Agreement with Well Dot, Inc.

9. County Manager’s Report

Projected October 25, 2022 Joint Meeting with Chief’s Association Agenda Items

Highlights of Services Provided and Challenges Faced During Hurricane Ian
Training – ISO Ratings (County-Wide Public Safety Training Facility Needs, Logistics, and Cost Analysis)
Special Operations Team – Update and Expansion (Large Animal Rescue and Future Responses)
Budget Planning – Vehicle and Equipment Delays and Inflation
Staffing – Overview of Shortages (Discussion on Recruitment, Retention, and Increasing Diversity in the Departments)
ARPA Funding - VIPER Radio Replacements

Projected October 25, 2022 Work Session Agenda Items

Emergency Preparedness – Process and Plan in Emergency Situations
Information and Discussion on “988”
Review of Upcoming Boards and Commissions Appointments

10. County Attorney’s Report

11. *Appointments



12. Information Items

- October 3, 2022 BOCC Meeting Follow-up Actions List
- Memorandum - Proposed Unified Development Ordinance Amendment to Remove the Final Plat Signature Plat Acknowledging Compliance with the Schools Adequate Public Facilities Ordinance (SAPFO)
- Memorandum - NC Mountains to Sea Trail Progress Report
- Memorandum - Update on the Needs-Based Public School Capital Fund Grant Application

13. Closed Session

“To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.” NCGS 143-318.11(a)(9).

“To discuss matters related to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations,” NCGS § 143-318.11(a)(4).

Approval of Closed Session Minutes

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: October 18, 2022

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

SUBJECT: Recognition of County Employee Retirements from April 1, 2022 through September 30, 2022

DEPARTMENT: Human Resources

ATTACHMENT(S):

INFORMATION CONTACT:

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

PURPOSE: To recognize and express gratitude to retirees for their devotion and service to Orange County and its residents.

BACKGROUND: The following employees have retired from April 1, 2022 through September 30, 2022:

Recipient	Department	Retirement Date	Years of Service
Terry Colville	Department on Aging	4/28/2022	28
Donna Hall	Social Services	4/28/2022	34
Donna King	Health	4/28/2022	21
Donna Lloyd	Human Resources	4/28/2022	7
James Summey	Emergency Services	4/28/2022	25
Philip Vilaro	Health	4/28/2022	20
David Walker	Sheriff's Office	4/28/2022	7
Darrel Lambe	Solid Waste Management	4/28/2022	19
Maria McPherson	Emergency Services	5/31/2022	30
Thomas Howard	Asset Management Services	6/30/2022	28
Derrick Jones	Asset Management Services	6/30/2022	20
Felicia Mack	Housing & Community Development	6/30/2022	12
Tammy Sykes	Health	6/30/2022	29
Kim Dunderdale	Library	7/31/2022	14
Allen Cole	Sheriff's Office	7/31/2022	24

Randy Haynes	Social Services	8/31/2022	19
Cathy York	Health	8/31/2022	32
Richard Clayton	Sheriff's Office	9/30/2022	3

The Orange County Board of Commissioners thanks each of these retirees for their service to Orange County and for their dedication in meeting the primary mission of Orange County, in serving residents with fairness, respect and understanding.

FINANCIAL IMPACT: There is no financial impact associated with consideration of 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 that the Board recognize and express appreciation to the most recent retirees for their devotion and service to Orange County and its residents, and wish them well in their retirements.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2022

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

SUBJECT: Proclamation Designating October 2022 as Arts and Humanities Month

DEPARTMENT: County Commissioners

ATTACHMENT(S):

Proclamation

INFORMATION CONTACT:

Katie Murray, Arts Commission Director,
919-245-2335

Renee Price, BOCC Chair, 919-245-
2130

PURPOSE: To approve a proclamation designating October 2022 as Arts and Humanities Month in Orange County.

BACKGROUND: Each year, the month of October is recognized as National Arts and Humanities Month. This recognition acknowledges the impact of the arts and humanities on civic and human health, as well as the economic impact made by the arts industry on a national and local scale.

The attached proclamation recognizes October 2022 as Arts and Humanities Month in Orange County.

FINANCIAL IMPACT: There is no financial impact associated with consideration of the proclamation.

SOCIAL JUSTICE IMPACT: There is no Orange County Social Justice Goal impact associated with consideration of the proclamation.

ENVIRONMENTAL IMPACT: There is no Orange County Environmental Responsibility Goal impact associated with consideration of the proclamation.

RECOMMENDATION(S): The Manager recommends that the Board approve and authorize the Chair to sign the attached proclamation recognizing October 2022 as Arts and Humanities Month in Orange County.

ORANGE COUNTY BOARD OF COMMISSIONERS

PROCLAMATION ARTS AND HUMANITIES MONTH – OCTOBER 2022

WHEREAS, the nation's 120,000 nonprofit arts organizations, the National Endowment for the Arts, the National Endowment for the Humanities, the nation's 4,500 local arts agencies in communities across the country, and the arts and humanities councils of the 50 states and the six jurisdictions and districts of the United States annually have issued official proclamations designating October as National Arts and Humanities Month; and

WHEREAS, cities and states – through their local and state arts agencies representing thousands of cultural organizations – have celebrated the value and importance of culture in the lives of Americans and the health of thriving communities during National Arts and Humanities Month for nearly 30 years; and

WHEREAS, the humanities help diverse communities across the United States explore their history and culture with the support and partnership of the National Endowment for the Humanities, the 50 state and six jurisdiction and district humanities councils, and local educational and cultural institutions; and

WHEREAS, the arts and humanities embody so much of the accumulated wisdom, intellect, and imagination of humankind, and also enhance and enrich the lives of everyone in America; and

WHEREAS, despite significant losses due to the coronavirus pandemic, the creative industries remain among the most vital sectors of the American economy, providing new opportunities for developing cities, creating jobs and economic activity within their own industry and across sectors, and making communities attractive to business development; and

WHEREAS, the nation's arts and culture sector – including nonprofit, commercial and education – is an \$877 billion industry that supports 4.6 million jobs representing 4.2% of the nation's economy, a larger share of the GDP than powerhouse sectors such as agriculture, transportation, and utilities (2020); and

WHEREAS, the nation's arts and culture sector additionally boasts a \$33 billion international trade surplus (2019); and

WHEREAS, the nonprofit arts industry of Orange County has generated \$12.4 million in local and state government revenue and \$130.3 million in economic activity (2015) annually by organizations and audiences – including \$36.6 million of spending beyond the cost of admission on items such as meals, parking, and lodging by arts event attendees – making the arts a vital income source for local businesses;

NOW, THEREFORE, the Board of County Commissioners of Orange County, North Carolina does hereby proclaim October 2022 as Arts and Humanities Month in Orange County and calls upon community members to celebrate and promote the arts and culture throughout the region, state and nation, and to participate in sustaining the vibrancy of the arts and humanities for the betterment of society.

This the 18th day of October, 2022.

Renee Price, Chair
Orange County Board of Commissioners

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2022

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

SUBJECT: Orange County Arts Commission One Year Update on Eno Arts Mill

DEPARTMENT: Orange County Arts Commission

ATTACHMENT(S):

INFORMATION CONTACT:

Katie Murray, Arts Director,
919-245-2335

PURPOSE: To receive an update on the Eno Arts Mill project on its one-year anniversary.

BACKGROUND: The Orange County Arts Commission (OCAC) opened eleven (11) artist studios occupying 3,000 square feet at the Eno River Mill in March 2020. In May 2021, the OCAC was granted permission to lease an additional 7,000 square feet of space adjacent to the existing studios. The combined spaces, referred to as the “Eno Arts Mill,” occupy 10,000 square feet of space, including a gallery, classroom, seventeen (17) artist studios, a conference room, and the OCAC offices. The grand opening of the Eno Arts Mill was October 1, 2021. Three hundred residents attended and enjoyed an “Artist Preview” exhibit of all studio artists as well as open artist studios, live music, food trucks and more.

In the last year, the Eno Arts Mill has already become staple of the Hillsborough community and Triangle arts community. Through the payment of artists and by drawing visitors to Hillsborough, the space has made a significant contribution to the local economy, as demonstrated in the chart below. It has also provided a welcoming and safe place for all types of people to experience the arts. Several highlights of the first year of programming include:

- **April 2022:** [*Home? An Artistic Exploration of Affordable Housing in the Triangle*](#). This Triangle-wide exhibit was a partnership with the Housing Department and featured 100 works of art by 54 artists, as well as 16 poets who read their selected works during the exhibit opening. In addition to works focusing on the unaffordable housing market, many works focused on the COVID-19 pandemic. This powerful show received Triangle-wide press and introduced many new artists and patrons to the Eno Arts Mill.
- **July 2022:** *Building Bridges: An Exhibit of Latin-American Artists in the Triangle*. This Triangle-wide exhibit featured nineteen Latin-American artists. The opening event featured Grammy-nominated musician Joe Troop with Larry Bellorín as well as Takiri Mexican dancers.
- **Diversity and accessibility:** The OCAC believes the studio artists, staff, and leadership need to reflect the community in order to be a welcoming space for all people. Growing a diverse group of artist-tenants has been a priority of OCAC, with diversity not only being defined by demographics, but also career level and medium. This intentionality has resulted in 44% of artist tenants identifying as a member of a marginalized community.

38% of tenants are people of color. The Eno Arts Mill is one of the only accessible art studios in the Triangle, and in the last year, three studio artists have been wheelchair users.

- **New partnerships:** The Eno Arts Mill has allowed the OCAC to forge new relationships with organizations in the community. The Art Therapy Institute (ATI) established a Hillsborough office in the Eno Arts Mill and has offered programs including free kids' activities during our First Fridays openings, and camps and classes taught by ATI staff, including a LGBTQ Teen Arts Collective. The Mill has provided the Orange County Artists Guild a home for two annual shows in December and May. In addition, the OCAC has collaborated with the Housing Department on two exhibits and hosted a departmental meeting in the gallery.

ENO ARTS MILL FIRST YEAR IMPACT: October, 2021 through September, 2022	
Number of artists paid for work sold, classes, performances, or services	125
Amount paid to artists for work sold, classes, performance, or services	\$48,179
Number of artists exhibited	212
Dollar amount of work sold (Oct-Dec, March-September)	\$18,980
Number of people hosted during First Friday openings	2,400
Number of people hosted for classes	232
Number of youth hosted during Summer Camp 2022	77
Number of youth scholarship recipients during Summer Camp 2022	12 (16%)

FINANCIAL IMPACT: Despite the economic and social benefits to the greater community, the Eno Arts Mill was not able to host programs during six months of its first year. The lease for the space began in July 2021, although construction and up fit continued through September, making the space unsuitable for the public. In addition, the Omicron uptick in January, February, and most of March prevented the OCAC from hosting classes, openings, and all other public programs.

The Eno Arts Mill generated \$116,990.03 in revenues during FY 2021-22, and \$145,141.81 in expenditures, resulting in a loss of \$28,151.78 in its first year of operations. The Orange County Arts Alliance, the 501(c)3 arm of the OCAC and the fiscal partner with the County for the Mill operations, was able to pay \$13,862.98 of collected revenues towards this loss, resulting in a net loss of \$14,288.80 for the County in FY 2021-22.

While staff is confident FY 2022-23 will prove to be more financially solvent, a primary challenge identified during the first year was providing affordable programs and spaces while ensuring the project is self-sustaining. The rent, supplies, and Mill staff are offset by revenues, which include gallery sales, studio rent, and classes.

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.

The impact for traditionally under-served populations and geographic location is a part of the grant evaluation criteria across all of the Commission's grant categories.

- **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.

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

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

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

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

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2022

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

SUBJECT: Orange County Arts Commission 2022-23 Annual Grant Recipients

DEPARTMENT: Orange County Arts Commission

ATTACHMENT(S):
2022-23 Grant Awards Spreadsheet

INFORMATION CONTACT:
Katie Murray, Arts Director,
919-245-2335

PURPOSE: To acknowledge local artists and arts organizations receiving 2022-23 Orange County Arts Grants

BACKGROUND:

Orange County Annual Grants Cycle

The Orange County Arts Commission (OCAC) administers two primary grant programs each year. The Grassroots Arts Program utilizes state funding to provide support for nonprofit organizations and schools conducting arts programming. The Artist Project Grant utilizes county funding for artist-led community projects.

A total of \$45,000, typically dispersed to arts agencies through the Outside Agencies Program, was allocated to the OCAC's annual Grassroots Arts Program. The purpose of this was to ensure arts agencies were applying for funding through a program specific to the arts, following the best practices established by the North Carolina Arts Council.

Statistics regarding this year's grant cycle are noted in the chart below.

TOTAL	
NC Arts Council Funding	\$51,007.00
Orange County Funding`	\$73,800.00
TOTAL AVAILABLE FUNDING	\$124,807.00
Total dollar amount requests	\$154,525
Total grants awarded	36, or 82% of applications
Total applications received	44
Total first-time applicants	13, or 30% of applicants

The OCAC grant review and awards process:

1. The grant application process is open for two months. Two virtual training sessions took place and the OCAC director was available for one-on-one meetings.

2. After the due date, the OCAC director conducted an initial compliance and eligibility review. Applications found noncompliant or outside of the grant requirements are considered disqualified.
3. Qualified applications are forwarded to members of each review panel for initial review and scoring. This year's grant panels included the following:
 - a. Visual Arts: Composed of OCAC Board Members with visual arts expertise, as well as two visual arts professionals from the community.
 - b. Performing Arts: Composed of OCAC Board Members with performing arts expertise, as well as one performing arts professional from the community.
 - c. Literary Arts: Composed of OCAC Board Members with literary arts expertise.
4. Non-governmental Grassroots Arts Program (GAP) applicants were also evaluated by a Financial Review Panel who examined submitted financial documents to determine financial solvency and stability. Factors considered include the ratio of administrative or fundraising expense in overall budget, as well as a deficit or surplus without explanation and/or stated plan.
5. Each panel met virtually to evaluate assigned applications. Feedback, first strengths and then challenges, was offered by panelists and recorded by OCAC staff. After discussion, each panelist submitted a score through the online platform for each of the categories below. After all scores are submitted, the director records the final average score per applicant.
6. The scoring rubric for this year's grant program was as follows:
 - GRASSROOTS ARTS PROGRAM GRANTS
 - Artistic Merit – 35%
 - Community Impact – 30%
 - Program Management – 15%
 - Financial Review – 10%
 - NC Arts Council Priority of Funding – 10%
 - ARTIST PROJECT GRANTS
 - Artistic Merit – 40%
 - Community Impact – 40%
 - Program Management – 20%
7. Funding decisions were made at the August 2022 Arts Commission meeting. For the GAP program, the Commission prioritized organizational requests, high scoring program requests, and schools. For APG, the Commission approved funding applicants with scores above 70 at their full request amount.
8. All applicants were notified of the panel's decisions. All declined GAP applicants received panel feedback; approved GAP and APG applicants could receive feedback upon request.

FINANCIAL IMPACT:

Orange County Annual Grants Cycle

A total of \$123,407 was awarded to fifteen artists, fifteen nonprofit organizations, and six schools during the 2022-23 grants cycle. Available funds of \$49,607 came from the North Carolina Arts Council Grassroots Arts Program. The remaining \$73,800 was from Orange County, \$45,000 from the Outside Agencies Grant Program and \$28,800 from the OCAC Local Arts Grant budget.

The remaining \$1,400 of grant funding will be used to pay local videographer Aniya Bourne for videography services of featured artist exhibits at the Eno Arts Mill during FY23.

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

The impact for traditionally under-served populations and geographic location is a part of the grant evaluation criteria across all of the Commission's grant categories.

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

RECOMMENDATION(S): The Manager recommends that the Board acknowledge the local recipients of these awards.

2022-23 Orange County Arts Commission Arts Grant Applicants

Highlighted rows represent non-funded applicants

Applicant	Grant Title	Request	Grant (OCAC)	Grant (NC)
Abide, Jason	<i>Hillsborough Tile Mosaic Project</i>	\$1,660.00	\$1,660.00	
Ackland Art Museum	Enlivening Ackland F.A.M. (Families at the Museum)	\$3,000.00		\$3,000.00
Attic 506	Annual Rent Support for Attic 506	\$5,200.00		\$5,000.00
The ArtsCenter	Arts in Education Partnership	\$15,000.00		\$15,000.00
Benedict, Alex	<i>betweenthehighway press June 2022 & June 2023 books</i>	\$1,490.00		
Bill Brown, Sabine Gruffat	<i>5th Cosmic Rays Film Festival</i>	\$2,000.00	\$2,000.00	
Cantaneo, Emily	Redbud Writing Project community-oriented Fiction I cla	\$2,000.00	\$2,000.00	
Carrboro Elementary School	Carrboro Elementary 2022/2023 Cultural Arts Programm	\$2,025.00		\$2,025.00
Chapel Hill Philharmonia	<i>Support For Rental Costs Of The Chapel Hill Philharmonia</i>	\$1,000.00		\$1,000.00
Chapel Hill-Carrboro Children's Museum (DE	The Colors Inside Us: The Power of Arts Education	\$3,000.00		
Chapel Hill-Carrboro Public School Foundati	A Celebration of Black Excellence	\$1,500.00		\$1,500.00
Chapel Hill-Carrboro Public School Foundati	Carrboro Elementary School Presents The Hobbit	\$2,000.00		\$2,000.00
Chelsea Art Theater Inc	Operating Support for the Chelsea Theater	\$8,000.00	\$8,000.00	
Ephesus Elementary School PTA	<i>Cultural Arts at Ephesus Elementary School</i>	\$2,100.00		\$2,100.00
Estes Hills PTA	Estes Hills Elementary Cultural Enrichment Program 202	\$2,000.00		\$2,000.00
Franklin Street Arts Collective dba FRANK Ga	Request for operational funding for FRANK 2022/2023	\$6,750.00	\$5,500.00	
Grow Your World	Professional Artist Fees and Travel Expenses for the INKc	\$3,000.00		\$3,000.00
Gustafson, Skully; Oliva Gone	Slug Space Art Gallery	\$2,000.00	\$2,000.00	
Haggerty, Meredith, Erin McCluskey Wheel	<i>The Things You Throw Away Can Fly</i>	\$2,000.00		
Hillsborough Arts Council	Poetry & Spoken Word Programming presented by the H	\$3,000.00	\$3,000.00	
Hillsborough Arts Council	Salary Support for Hillsborough Arts Council Staff	\$8,000.00	\$7,500.00	
Hubbard, Carter	"Unremembered: Untold Stories of Hillsborough Elders"	\$2,000.00	\$2,000.00	
Institute of Art Therapy dba Art Therapy Ins	Rent Support for the Art Therapy Institute	\$8,000.00	\$8,000.00	
Jayawardena, Mayanthi	Women's Empowerment Mural & Photoshoot	\$2,000.00	\$2,000.00	
Martinez, Orlando, Jessie Dib	MUSICON MURAL on Nash Tavern Street Corner	\$1,500.00	\$1,500.00	
McDougle Elementary School PTA	<i>Poetry Residence at McDougle Elementary School</i>	\$800.00		\$800.00
Musical Empowerment	<i>Salary Support</i>	\$8,000.00	\$8,000.00	
Mykalcio, Susan, Andrés Hincapié, Melissa V	Mix(ed)tape Podcast – Season 2: Afro-Latin Rhythms	\$2,000.00	\$2,000.00	
North Carolina Arts in Action	Providing life skills through dance, music and performan	\$3,000.00		\$3,000.00
O'Leary, Annie	<i>That Story (a novel)</i>	\$2,000.00		
OdysseyStage	Staged: New Play Readings	\$3,000.00		\$1,125.00
Oelhafen, Kayla; Joe Troop	<i>Joe Troop's Musical Plea for Leonard Peltier's Clemency</i>	\$2,000.00	\$2,000.00	
Pivrotto, Sage	Present Day on Main Mural	\$2,000.00	\$1,640.00	
Shepperson, Soteria	<i>Marketing Your Talent & TEDx tips</i>	\$2,000.00	\$2,000.00	
Simkin, Arshia	<i>Memoir II Class for Orange County Residents</i>	\$2,000.00	\$2,000.00	
Sisters' Voices	Rent Support for Sisters' Voices Rehearsals, Programs, ar	\$8,000.00	\$5,000.00	\$2,500.00
Sparks Creative	Operational Funding for Sparks Creative 2022-2023	\$2,000.00		
Venable, Phil	<i>North Carolina Jazz Composition Recording</i>	\$2,000.00	\$2,000.00	

Voices the Chapel Hill Chorus	Salary Support for Artistic Director, Accompanist, and Lo	\$8,000.00		\$5,557.00
Warshaw, BJ, Marie Rossettie	LEVEL retreat visiting artist Caroline Kern	\$2,000.00	\$2,000.00	
Yazdanfar, Sia	Polychronicon	\$2,000.00	\$2,000.00	
		\$141,025.00	\$73,800.00	\$49,607.00

NOT ELIGIBLE	REASON	REQUEST
Vault Theater	Operations support only available to Orange County-based organizations	\$8,000.00
WCOM	Operations support available only to arts-based organizations	\$3,500.00
Martha Paris	Incomplete application	\$2,000.00

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2022

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

SUBJECT: Schools Safety Task Force – Proposed Charge and Composition

DEPARTMENT: County Commissioners

ATTACHMENT(S):

Draft Task Force Composition

INFORMATION CONTACT:

John Roberts, 919-245-2318

PURPOSE: To discuss and determine the charge and composition for a Schools Safety Task Force, and establish a timeline for completion of the Task Force’s work/report/recommendations to the Board of Commissioners.

BACKGROUND: The Board of Commissioners previously requested information on how the County may regulate protests or large gatherings in Orange County. (However, it should be noted that the Board’s most recent interest and discussion has focused on school safety as referenced below.)

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 for revisions 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. At the [June 21, 2022 Business meeting](#), the Board determined the ordinance would be brought back at its meeting in October. At its [October 3, 2022 Business meeting](#), the Board deferred consideration of an ordinance and determined it would form a Task Force to consider school safety. The agenda materials for each prior discussion may be viewed at the links above.

In follow-up, the Board must determine the composition and charge of the proposed Task Force and a timeline within which the Task Force should complete its work. Discussion at the October 3, 2022 Business meeting suggested including the Sheriff or designee, the public (parents/guardians and other residents), both school systems, and the three towns as Task Force members. A draft Task Force composition is attached.

Assuming the Board establishes an application process for public participation, a determination of the general composition and number of members of the Task Force will allow the Clerk's Office to begin soliciting membership applications and should allow for a pool of applicants for the Board to review and make formal appointments, potentially in December 2022. Based on the proposed appointments timeline, the Task Force's first meeting would likely occur in January 2023.

The Board should also consider and provide direction to staff on potentially securing a facilitator to guide the Task Force's efforts.

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:

- 1) Discuss and determine the composition of the Schools Safety Task Force, including the level of public representation;
- 2) Discuss and establish a charge for the Task Force;
- 3) Establish a timeline for completion of the Task Force's work; and
- 4) Provide direction to staff on potentially securing a facilitator to guide the Task Force's efforts.

**ORANGE COUNTY SCHOOLS SAFETY TASK FORCE
DRAFT COMPOSITION**

Position #	Representation	Appointment Process
1	Resident – Chapel Hill Carrboro City School District	Application
2	Resident – Chapel Hill Carrboro City School District	Application
3	Resident – Orange County School District	Application
4	Resident – Orange County School District	Application
5	Board of Commissioners Representative	BOCC Appointment
6	Board of Commissioners Representative	BOCC Appointment
7	Board of Education Representative – CHCCS	Board of Education Appointment
8	Superintendent or Designee - CHCCS	Superintendent Appointment
9	Board of Education Representative – OCS	Board of Education Appointment
10	Superintendent or Designee - OCS	Superintendent Appointment
11	Sheriff or Designee	Sheriff Appointment
12	Carrboro Police Chief or Designee	Town Appointment
13	Chapel Hill Police Chief or Designee	Town Appointment
14	Hillsborough Police Chief or Designee	Town Appointment

ORD-2022-024

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2022

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

SUBJECT: Consulting Services Award to Blue Strike Environmental Consulting for the Orange County Climate Action Plan and Approval of Budget Amendment #2-A

DEPARTMENT: Asset Management Services

ATTACHMENT(S):

1. Blue Strike Environmental Consulting Draft Service Agreement with Attachment #1 - Orange County Budget and Timeline
2. Year-to-Date Budget Summary

INFORMATION CONTACT:

Amy Eckberg, (919) 245-2626
Steven Arndt, (919) 245-2658
Kirk Vaughn, (919) 245-2513

PURPOSE: To consider the approval of a Professional Services contract with Blue Strike Environmental Consulting for the preparation of an Orange County Climate Action Plan, and to approve Budget Amendment #2-A.

BACKGROUND: As part of the County's, on-going efforts to accelerate climate change mitigation actions in Orange County, a Request for Qualifications (RFQ) was issued to identify a consultant to help lead the climate action planning process. An evaluation review committee consisting of the Director of Asset Management Services, the Director of the Environment, Agriculture, Parks and Recreation, the Deputy Financial Services Director, the Sustainability Programs Manager, and a member from the Commission for the Environment evaluated Blue Strike's proposal. The group unanimously recommend Blue Strike Environmental Consulting to develop the County's climate action plan.

Blue Strike Environmental has helped develop over 100 climate action plans and has local experience including a recently completed Renewable Energy Plan for Durham County, a Climate Action Plan for Research Triangle Institute, and a Solar Energy Development Evaluation for Chapel Hill Transit. The evaluation committee contacted both local and out of state references and was very impressed with the feedback received. Blue Strike Consulting demonstrated the desired knowledge, innovation, and proven track record of working with local governments that the review committee was looking for.

The Climate Action Plan will lay the foundation and identify the specific strategies that will help the County meet the climate change mitigation goals set by the Board in recent years:

- Reduce greenhouse gas emissions community-wide by 26 percent by 2025 (from 2005 levels).
- Transition to a 100% renewable energy based economy by 2050.

Key elements of Blue Strike Environmental Consulting's proposal include:

- project coordination
- an updated Greenhouse Gas inventory
- a robust community/stakeholder engagement process
- review and synthesis of Town climate action plans
- identification of specific climate actions
- methodology for implementation, evaluation and updating, and
- presentation of draft and final climate action plans.

In addition, Blue Strike Consulting will also provide a comprehensive funding plan linked to climate action plan strategies and design a climate action plan dashboard displaying benchmarks, targets, progress, and key successes related to the plan's implementation for the County's website.

The plan is recommended to be funded with Budget Amendment #2-A appropriating fund balance to be transferred to the County Capital Fund. This will create the following Capital Project Ordinance:

Orange County Climate Action Plan (\$115,480) - Project # 10084

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Transfer from General Fund	\$0	\$115,480	\$115,480
Total Project Funding	\$0	\$115,480	\$115,480

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Climate Action Plan Expenditures	\$0	\$115,480	\$115,480
Total Costs	\$0	\$115,480	\$115,480

FINANCIAL IMPACT: The consulting service fee to prepare the Orange County Climate Action Plan is \$115,480. The approval of Budget Amendment #2-A increases the General Fund and the County Capital fund by \$115,480.

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.

Local investments in energy efficiency and renewable energy in Orange County provides direct reduction of monthly energy bills and supports jobs and investments in clean energy technologies.

- **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.

Reducing energy usage from the electric grid improves air quality impacts. Improving local air quality helps to protect the health of vulnerable populations in Orange County whose health is disproportionately affected by ground-level ozone and other emissions.

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

- **ENERGY EFFICIENCY AND WASTE REDUCTION**

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

Investing in local climate change mitigation actions will conserve energy, reduce resource consumption, and increase the use of renewable resources.

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

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

The climate action plan will identify and support high-impact projects which will improve local air quality and minimize the local production of greenhouse gases, reducing Orange County's contribution to the adverse impacts of climate change on human and natural resources both inside and outside of the County.

RECOMMENDATION(S): The Manager recommends that the Board approve and authorize the Manager to sign a professional services contract with Blue Strike Environmental Consulting to develop the Orange County Climate Action Plan, and approve Budget Amendment #2-A appropriating \$115,480 in fund balance to be transferred to the County Capital Fund.

[Departmental Use Only]
 TITLE CAP RFQ# 5355
 FY 2023

NORTH CAROLINA

SERVICES AGREEMENT RFP/RFQ

ORANGE COUNTY

This Services Agreement (hereinafter “Agreement”), made and entered into this 1st day of November, 2022, (“Effective Date”) by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and Blue Strike Environmental, (hereinafter, the "Provider").

WITNESSETH:

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

1. Services

a. Scope of Work.

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

2. Responsibilities of the Provider

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

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

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

3. Basic Services

- a. Basic Services.

- i) The Provider shall perform as Basic Services the work and services described herein and as specified in the County’s Request for Proposals or Request for Qualifications (the “RFP”) “RFP Number 367 OC5355 for “A Climate Action Plan for Orange County” issued May 24, 2022, and the Provider’s proposal, which are fully incorporated and integrated herein by reference together with Attachments Attachment #1-OrangeCountyCAPBudgetandTimeline (designate all attachments). In the event a term or condition in any referenced document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the County’s RFP together with attachments, Provider’s Proposal together with attachments.
- ii) The Basic Services will be performed by the Provider in accordance with the following schedule: (Insert milestones task list, dates and fees. If milestones are not established mark N/A under Milestone Task 1.)

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

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

4. Duration of Services

- a. Term. The term of this Agreement shall be from November 1, 2022 to October 31, 2023.
- b. Scheduling of Services
- i) The Provider shall schedule and perform its activities in a timely manner so as to meet the Milestone Dates listed in Section 3.

- ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate its efforts, including providing additional resources and working overtime, as necessary, to perform its services in accordance with the approved project schedule at no additional cost to the County.
- iii) The Commencement Date for the Provider's Basic Services shall be November 1, 2022.

5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services satisfactorily (as determined by the County) performed pursuant to this Agreement. The maximum amount payable for Basic Services is \$115,480 Dollars (\$115,480). In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as Project milestones as set out in Section 3(a)(ii) are achieved up to the corresponding milestone fee. *(For example, Provider may invoice for the amount listed as the milestone fee corresponding to the first milestone task upon County's acknowledgement of the satisfactory completion of Task one. Upon the County's acknowledgement that the second Task has been satisfactorily completed Provider may invoice for that corresponding milestone fee.)* Milestone fees shall be the maximum amount payable for its corresponding milestone task which shall not be altered except by written amendment.
- b. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Responsibilities of the County

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

7. Insurance

- a. General Requirements. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at

http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) 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 the Basic Services and shall not resume the Basic Services until notified to proceed by County.

11. Additional Provisions

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

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

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

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

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

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

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

Provider's Name & Address
Kristin Cushman
Blue Strike Environmental
126 Bonifacio Pl., Suite G
Monterey, CA 93940

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

By: _____
Printed Name and Title

Orange County, NC - Climate Action Plan Budget Proposal

TASK	BLUE STRIKE			GLUMAC	TOTALS	
	Ben Fordham, Project Manager	Kristin Cushman, Stakeholder Lead	Sol Shepherd, Climate Analyst	Brian Stern	TOTAL HOURS	TOTAL FEE
	\$ 205	\$ 250	\$ 125	\$ 225		
Task 1: Project Coordination						
Meetings, ad-hoc communication, and status reports	24	2	0	2	28	\$ 5,870
Ongoing project management	20	4	0	0	24	\$ 5,100
Task 2: Review of Climate Action Plans						
Review of existing Climate Action Plans	6	0	0	0	6	\$ 1,230
Synthesis of findings	4	0	0	0	4	\$ 820
Task 3: Climate Action Inventory						
Data and qualitative information collection	4	0	0	0	4	\$ 820
Inventory creation	2	0	0	0	2	\$ 410
Task 4: Greenhouse Gas Emissions Inventories						
Data collection	2	0	8	0	10	\$ 1,410
Greenhouse gas inventories	4	0	28	0	32	\$ 4,320
Task 5: Community Engagement						
Develop Community Engagement Plan	12	4	0	0	16	\$ 3,460
Up to 2 community survey designs	4	0	0	0	4	\$ 820
Up to 4 on-line community workshops	31	4	42	0	77	\$ 12,760
Community Engagement Report	4	0	0	0	4	\$ 820
Task 6: Vision and Goals Statement						
Draft and Final Vision & Goals Statement	2	0	0	0	2	\$ 410
Task 7: Purpose/Scope and Methodology						
Description of CAP and GHG Inventory scope & methodology	4	0	4	2	10	\$ 1,770
Task 8: Identification of Climate Actions/Initiatives						
Development of "long list" of potential climate strategies, actions & tactics	12	0	0	2	14	\$ 2,910
Development of "short list" of potential climate strategies, actions & tactics	16	0	0	2	18	\$ 3,730
Quantification of emissions reductions	20	0	0	2	22	\$ 4,550
Task 9: Alignment of Climate Actions with State-Level Goals						
Calculate County targets based on State-level goals	2	0	0	0	2	\$ 410
Final list of climate actions	4	0	0	0	4	\$ 820
Task 10: Methodology for CAP Implementation, Evaluation, and Updating						

Methodology for CAP implementation, evaluation, and updating	8	0	0	0	8	\$ 1,640
Task 11: Draft and Final CAP						
Draft CAP	25	0	21	0	46	\$ 7,750
Synthesis of feedback on CAP draft	4	0	0	0	4	\$ 820
Final CAP	16	0	4	0	20	\$ 3,780
Task 12: Community Symposium						
Event planning and coordination (planning invitee lists, email updates, etc.)		5	7			\$ 2,125
flyers and handouts, etc.)			3			\$ 375
Facilitation of event		10				\$ 2,500
Summary report describing event feedback and outcomes			3			\$ 350
Task 13: Funding Plan						
Identification of available funding options relevant to CAP strategies	30					\$ 6,150
Due diligence to determine current status of programs	18					\$ 3,690
Matching of available funding sources to CAP programs	9					\$ 1,860
Task 14: Climate Action Plan Dashboard						
Dashboard design	32		60			\$ 23,500
Programming and dashboard creation using Power BI	26		31			
Creation of unique html link for hosting on the County's website	1					
Direct Costs						
Graphic design						\$ 3,500
Travel						\$ 5,000
	346	29	211	10	361	\$ 115,480

Year-To-Date Budget Summary

Fiscal Year 2022-23

Fund Budget Summary	General Fund	County Capital
Original Budget (excluding fund balance appropriation)	\$255,500,691	\$10,612,009
Additional Revenue Received Through Budget Amendment #2a (October 18, 2022)		
Grant Funds	\$1,929,181	\$325,091
Non Grant Funds	\$219,175	\$281,578
Fund Balance for Anticipated Appropriations (i.e. Encumbrances)		
Fund Balance Appropriated to Cover Anticipated and Unanticipated Expenditures	\$2,724,368	
Total Amended Budget	\$260,373,415	\$11,218,678
Dollar Change in 2022-23 Approved Budget	\$4,872,724	\$606,669
% Change in 2022-23 Approved Budget	1.91%	5.72%

Authorized Full Time Equivalent Positions

Original Approved Full Time Equivalent Positions (includes Permanent and Time Limited)	983.505	0.000
Changes to Full Time Equivalent Positions	2.700	
Total Approved Full-Time-Equivalent Positions for Fiscal Year 2022-23	986.205	0.000

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 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: September 13, 2022 Work Session

Attachment 2: September 20, 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 minutes as presented or as amended.

1 DRAFT

2 **MINUTES**
3 **ORANGE COUNTY**
4 **BOARD OF COMMISSIONERS**
5 **WORK SESSION**
6 **September 13, 2022**
7 **7:00 p.m.**

8 The Orange County Board of Commissioners met for a Work Session on Tuesday,
9 September 13, 2022 at 7:00 p.m. at the Whitted Human Services Center in Hillsborough, NC.

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

13 **COUNTY COMMISSIONERS ABSENT:** Commissioner Earl McKee

14 **COUNTY ATTORNEYS PRESENT:** John Roberts

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

18
19 Chair Price called the meeting to order at 7:00 p.m. Chair Price, Commissioner Bedford,
20 Commissioner Fowler, and Commissioner Hamilton were present. Commissioner Richards and
21 Commissioner Greene were not yet present.

22
23 **1. Property Tax Assessment Presentation from UNC School of Government**

24 The Board received a presentation on Property Tax Assessment from staff with the UNC School
25 of Government, including basic information on the purposes of a revaluation.

26
27 **BACKGROUND:** The Tax Administration office conducts a County-wide revaluation every four
28 years. The most recent revaluation was effective January 1, 2021. Revaluation is a process
29 where all property within a taxing jurisdiction is revalued to its current market value as of an
30 established date. The purpose is to fairly reflect the value of all property and to help ensure that
31 property owners pay equitable tax based on the value of their property.

32
33 Due to unparalleled increases in the market prior to the January 1, 2021 revaluation date,
34 properties county-wide saw a substantial increase in their property tax values upon the
35 revaluation. In addition, community leaders shared information previously unknown to the Tax
36 Assessor concerning a neighborhood conservation district in Chapel Hill. Under the direction of
37 the Board of Equalization and Review, the Tax Assessor's office reviewed and made changes to
38 the values of many of the properties in the district. These unique situations have increased the
39 amount of contact between constituents and members of the Board of Commissioners
40 concerning property values. This presentation will provide additional information to Board
41 members about Property Tax Assessment and Revaluation to assist the Commissioners in
42 responding to the concerns of taxpayers.

43
44 The presenters are from the School of Government at the University of North Carolina. The
45 presenters are **Christopher B. McLaughlin**, *Professor of Public Law and Government*, and
46 **Kirk F. Boone**, *Teaching Assistant Professor in Public Finance and Government*.

47
48 Professor of Public Law and Government Christopher B. McLaughlin has worked with the
49 School of Government since 2008. Mr. McLaughlin works in the area of local government tax
50 and finance, along with ethics for government attorneys. Mr. McLaughlin has written books on

1 property tax collections, tax foreclosures, and occupancy taxes, and has published over 200
2 blog posts, including on subjects such as local taxes and legal ethics.

3
4 Teaching Assistant Professor in Public Finance and Government Kirk F. Boone has worked with
5 the School of Government since 2014 and began his governmental career in 1992 working with
6 the North Carolina Department of Revenue as a Property Valuation Specialist. Mr. Boone holds
7 designations from the North Carolina Association of Assessing Officers and the International
8 Association of Assessing Officers. Mr. Boone is a national instructor for the IAAO International
9 Association of Assessing Officers.

10
11 Nancy Freeman, Tax Administrator, introduced the speakers.

12
13 *Commissioner Richards arrived at 7:04 p.m.*

14
15 Kirk Boone made the following presentation:

16
17 Slide #1

Orange County Board of Commissioners



18
19
20 Slide #2

Presentation goals

- 1. Appraisal
- 2. Reappraisal
- 3. Equity & Education

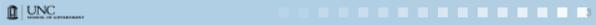
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22
23 Slide #3

Kirk Boone said a goal of the process is to be objective.

Appraisal

What is Appraisal?

- Generally - An opinion of value.
- Legal Definition - The **true value** of property or the process by which true value is ascertained.
- The county assessor - has general charge of the listing, appraisal, and assessment of all property in the county in accordance with the provisions of law.
- Assessment – The tax value

1  Kirk Boone showed the Board books with all of the North Carolina tax laws. He showed
2 a book that was specifically for property tax laws, which was a significant portion of the overall
3 tax laws for the state.
4

5
6 *Commissioner Greene arrived at 7:08 p.m.*
7

8 Slide #4

Appraisal

What is **true value**?

- The price **estimated** in terms of money at which the property would change hands between a willing and financially able buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of all the uses to which the property is adapted and for which it is capable of being used.
– NCGS 105-283

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11 Slide #5

Appraisal

True Value estimated

- True Value = Market Value, as of a date
- Market value vs. Market price
- Cost approach
- Sales Comparison approach
- Income approach
- Real property “appraisers”?

12 

1 Kirk Boone said the true value is estimated as of January 1st by county appraisers. He
 2 said that sales comparisons are the gold standard for estimating true value. He said that
 3 income approach is an estimate based on the future value. He said that every county appraiser
 4 must understand the three approaches, as well as mass appraisals. He said that real property
 5 appraisers must be certified, and county appraisers must be certified by the NC Department of
 6 Revenue.

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 8 Slide #6

Appraisal Reappraisal

The connection

Appraisal

- Market value as of a date
- Usually one property
- One appraiser
- Appraiser must be certified
- The three approaches
- USPAP Appraisal Process
- Quality measured by comparability of sales

Reappraisal

- Market value as of a date
- All properties
- Multiple contributors
- Assessor and Appraisers must be certified
- The three approaches
- USPAP Appraisal Process
- Quality is measured by statistical testing

10 Kirk Boone said that the USPAP Appraisal Process is developed by the Appraisal
 11 Foundation in Washington, D.C., which sets professional standards for appraisers.

12 Commissioner Richards asked if the four-year revaluation cycle is set by statute.

13 Kirk Boone said no. He said there are legal requirements and that prior to 1958, some
 14 counties had not reappraised property in decades. He said the study committee found that not
 15 reappraising caused inequities, and the General Assembly passed a law requiring revaluations
 16 every 8 years. He said that in recent years, studies have found that 8 years is too long of a
 17 period to wait for revaluation. He said that Orange County is on a 4-year cycle and Durham
 18 County was previously on a 3-year cycle. He said that to go on an annual revaluation cycle
 19 would be difficult due to the way North Carolina property tax laws are written.

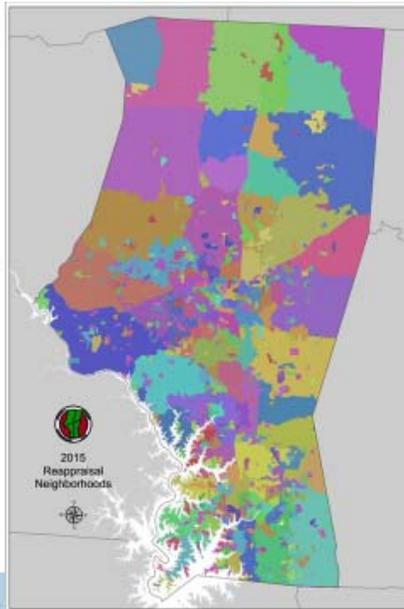
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 21 Slide #7

Reappraisal Equity

Legal Requirements

- **Equity** is the driver of reappraisal
 - Prior to 1959
 - 1958 Property Tax Study Committee
 - 1981 Property Tax Study Committee
- Since 1959 Counties must reappraise all real property as of January 1 at least once every 8 years.

1 Slide #8



Reappraisal

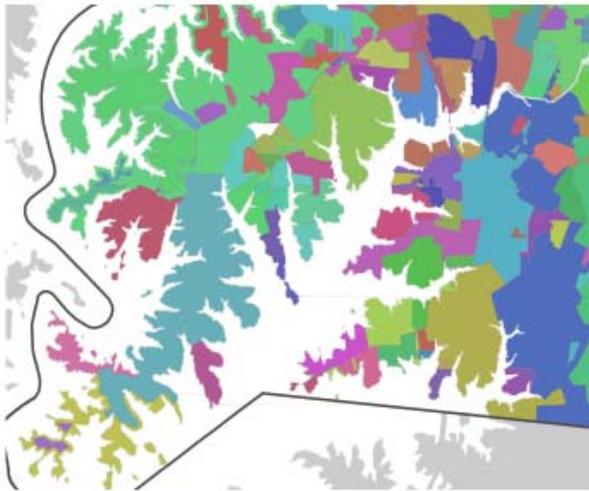
Four Forces of Value:

- Physical
- Economic
- Governmental
- Social

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6 Slide #9

Kirk Boone said that appraisers must consider anything that affects value. He showed a map of market areas and neighborhoods in Iredell County.

Reappraisal



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Kirk Boone showed a closer picture of an area of Iredell County which is more densely populated and therefore has more neighborhoods defined for appraisals.

1 Slide #10

Reappraisal
Equity

Why Reappraise often?

		Low Income Owners			High Income Owners			
		Median Assessed Value	Median Sales Price	Median Sales Ratio	Median Assessed Value	Median Market Value	Median Sales Ratio	Percent of market value low income owners are assessed over high income owners
Year								
Reappraisal	2013	180,000	180,000	1.000	190,000	190,000	1.000	0%
	2014	180,000	182,000	0.989	190,000	196,000	0.969	2%
	2015	180,000	184,000	0.978	190,000	202,000	0.941	4%
	2016	180,000	186,000	0.968	190,000	208,000	0.913	6%
	2017	180,000	188,000	0.957	190,000	214,000	0.888	8%
	2018	180,000	190,000	0.947	190,000	220,000	0.864	10%
	2019	180,000	192,000	0.938	190,000	226,000	0.841	12%
	2020	180,000	194,000	0.928	190,000	232,000	0.819	13%
Reappraisal	2021	195,000	195,000	1.000	240,000	240,000	1.000	0%

This assumes those with more disposable income to invest would tend to invest in properties with greater appreciation



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Kirk Boone said he was at a conference recently where people from the Lincoln Institute of Land Policy said that the most fair and equitable way to administer a property tax is through sound assessment and appraisal principles, and frequent revaluation accompanied by adjusting the tax rate. He said that values go up, which are captured in a reappraisal. He said that the Board can adjust the tax rate to collect the same amount of property tax. He said that high income areas tend to have property that appreciates more quickly. He said investors tend to buy in areas where there would be the quickest appreciation. He said that assessed values must stay the same until the next reappraisal.

Commissioner Richards said that property owned by investors versus properties that are owner-occupied are not considered differently.

Kirk Boone said that is correct.

Commissioner Richards asked if that was factored into the assessment at all.

Kirk Boone said that is not factored into the value. He said it is certainly an issue for local governments.

Commissioner Richards said it is an issue in Orange County because of investors purchasing homes in the Northside neighborhood, and she felt it contributed to reappraisal issues

Kirk Boone said that in North Carolina what they have seen is that investors are purchasing single-family residences. He said in Mecklenburg County, 90% of single-family homes under \$400,000 in value are corporate owned.

Commissioner Richards asked how that is taken into account.

1 Kirk Boone said that assessors have an obligation to do one thing. He said they do not
 2 create value. He said assessors and appraisers report what is really happening in the market.
 3 He said they report what buyers and sellers are doing. He said that the solution to the issue
 4 described by Commissioner Richards is more frequent reappraisal. He said that gentrification is
 5 a big issue. He said the assessor's office reports what the properties are selling for. He said
 6 the solution for gentrification might come from the Board, planners, the County Manager, and
 7 the assessor, who can report on what is happening in the market.

8 Chair Price asked about the maps on slide #8 and #9. She asked how the
 9 neighborhoods were decided.

10 Kirk Boone said it is a manual process by the tax assessor's office, but that the
 11 assessor's office has access to software programs that can analyze where neighborhood
 12 boundaries should be drawn. He said the manual side is starting with a property, then go
 13 outward from that point where the four forces of value are no longer affecting property the same
 14 way. He said at that point a boundary would be drawn.

15 Chair Price said that there are neighborhoods in Orange County where the forces of
 16 gentrification are uneven. She said the map looks uneven and asked if it is arbitrary where lines
 17 can be drawn.

18 Kirk Boone said no.

19 Chair Price said the map showed what looked like little islands for neighborhoods.

20 Kirk Boone said those areas could be subdivisions, or an area that has different zoning.
 21 He said boundaries can be political boundaries, city or town limits, or physical limits like a river.

22 Chair Price said it looks like someone could cut out a specific street.

23 Kirk Boone said that is possible. He said it could be a street, a railroad line, a vacant lot,
 24 or something the appraiser has seen when collecting data.

25 Chair Price said that she was referring to the map on slide #9.

26 Kirk Boone said that the map on slide #9 showed a closer view of one area of Iredell
 27 County that was next to a lake. He said that many of those neighborhood boundaries were
 28 likely subdivisions.

29 Chair Price said some neighborhoods looked landlocked. She used Hillsborough as an
 30 example and asked if assessors would create a neighborhood boundary just around the Whitted
 31 Building, or would the whole street be part of the neighborhood.

32 Kirk Boone said that assessors would not cut out just a block on a street. He said
 33 neighborhood boundaries are related to the forces of value. He said that he was not aware of
 34 how Iredell County drew their boundaries, but he understands the method of drawing
 35 boundaries.

36
 37 Slide #11

Reappraisal

Reappraisal accuracy

- Maintain accurate property data between cycles.
 - Physical and other pertinent info.
 - Geographic areas assigned to appraisers.
 - Pick up new construction accurately.
 - Check existing parcels for accuracy.
 - Communicate with property owners.

1 Kirk Boone said that between revaluations, appraisers must keep up with developments
2 and changes that might affect values.

3
4 Slide #12

Reappraisal



5
6 Kirk Boone described the images in slide #12 and said that appraisers consider similar
7 characteristics when comparing homes and creating appraisals. He said that they focus on
8 location, square footage, topography, and any updates to the properties to create a mass
9 appraisal.

10
11 Slide #13

Reappraisal

Mass appraisal models

- Model Specification – structure, approach, and characteristics important to value.
- Model Calibration – the amount each characteristic impacts value.
 - Calibrated with cost, sales, and income data
- Residential properties – arms-length sales and market cost data are used to appraise all comparable properties (sold and not sold).

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Sales/Income/Cost File

- Sales in Neighborhood 0901 and cost data from builders and developers indicate:

	Home 1	Home 2	Home 3	Home 4	Rates
Sq ft	2000 \$240,000	2500 \$300,000	3000 \$360,000	1500 \$180,000	\$120
Bath	1F1H -\$1,000	2F1H +\$1,000	2F2H +\$1,500	1F1H -\$1,000	2F0H base
Fireplace	Y+4,000	N	Y+4,000	N	\$4,000
Grade	C	D -20%	B +20%	C	C Avg
Value	\$243,000	\$240,800	\$438,600	\$181,000	



2
3 Kirk Boone said that data from properties would be used to create a mass appraisal. He
4 showed that some characteristics add or decrease value based on the neighborhood market.

5 Commissioner Hamilton asked if it is one equation for all of the property in a county and
6 then the different variables and coefficients have to capture the different variables for each
7 neighborhood.

8 Kirk Boone said no.

9 Commissioner Hamilton asked if it is an equation by neighborhood or for the whole
10 county.

11 Kirk Boone said that typically, several neighborhoods make up a larger market area. He
12 said that there could be one model for market area that takes the neighborhood into
13 consideration. He said that there is not one equation or coefficient for the whole county, but
14 there could be for a neighborhood. He said that all of the equations then come together with the
15 use of the software. He said they need to be able to explain the models instead of saying that a
16 computer did it. He said that many times the model structures and coefficients are done by
17 multi-linear regressions and other statistical processes that are not completed by hand.

18 Commissioner Hamilton asked how often someone examines the neighborhood and how
19 it might be changing to update the model.

20 Kirk Boone said all that work must be done before the next reappraisal. He said this is all
21 done years in advance.

22 Commissioner Fowler asked about the "grade" of a home, listed on slide #14.

23 Kirk Boone said that some of the characteristics consider types of standards that are set
24 in a data collection manual. He said that some of the characteristics considered are quality of
25 construction and the condition. He said that these are two subjective areas.

1 Slide #15

Reappraisal

Examples of Data collected

Quantitative/Objective

- Number of Baths
- Land Area
- Square Feet living area
- Garage
- Outbuildings
- Porch size
- Fireplace
- Other measures and counts

Qualitative/Subjective

- Topography
- Traffic
- Condition
- Style
- Views
- Other ranks
 - Excellent, Fair, Poor
- More difficult to verify

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Slide #16

Reappraisal
Equity

Statistics – Ratio Studies

- Assessed values / Qualified sales price
- Central Tendency – .90 to 1.10
 - Median
- Spread – 5 to 15, sometimes 20
 - Coefficient of Dispersion
- Vertical Equity (.98 – 1.03)
 - Price Related Differential

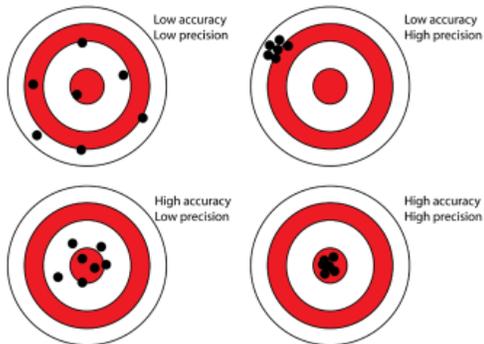
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Slide #17

Equity

Median – Accuracy COD - Precision



8



1 Slide #18

Equity

Horizontal Equity – Median/COD

- Are all classes / locations / stratum of properties being appraised at the same appraisal level?
 - Commercial, Residential, Vacant Land
 - Neighborhoods and other areas
 - Strata (size, age, quality)

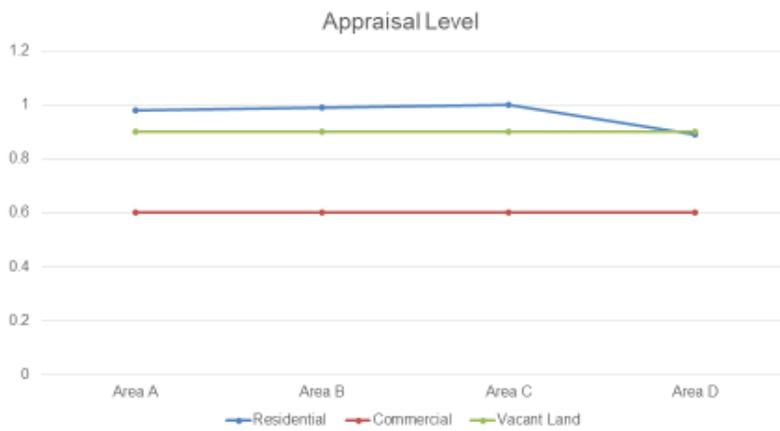
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Slide #19

Equity

Polygon example



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Vertical Equity – PRD

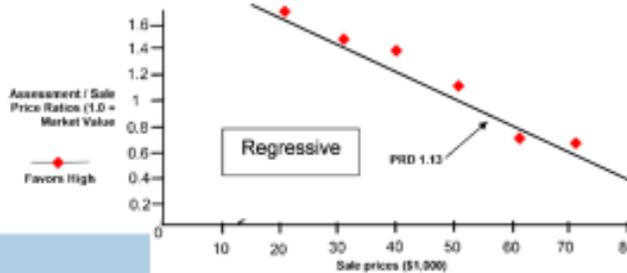
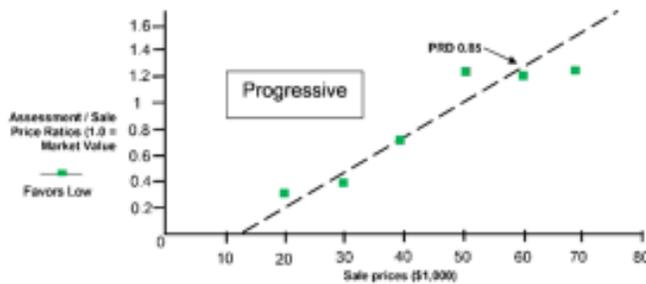
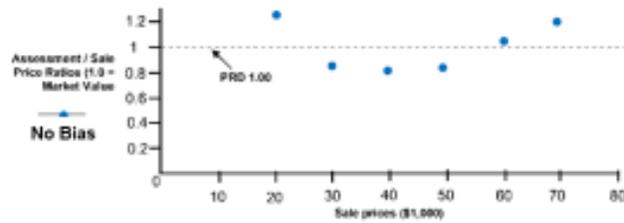
- Equity between low and high value parcels
 - If high value parcels are under-appraised relative to low value – regressive PRD>1.03
 - If low value parcels are under-appraised relative to high value – progressive PRD<.98
 - No bias - PRD acceptable range .98-1.03

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He said that vertical equity is regressive, and they do not want to be. He said that if high value parcels are under appraised compared to lower value appraisers that is not good. He said that there is also progressive bias. He said the goal is to have no vertical equity bias.

Slide #21



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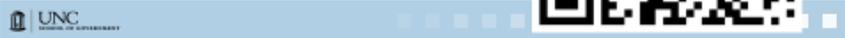
1 Kirk Boone said that the best way to visualize vertical equity is by using a scatter plot.
2 He said that this is an old example, but if the dots are even around the horizontal line then you
3 do not have a problem. He said the middle and bottom examples are depictions of problems.

4
5 Slide #22

Appraisal
Reappraisal
Equity

Final Thoughts

- Staffing and Resources
- Education
- Reappraisal Podcast for elected officials
 - <https://podcast.sog.unc.edu/2021/03/25/properly-revaluation/>



6
7 Commissioner Richards asked for clarification on defining a neighborhood boundary.
8 Kirk Boone said it does not have to be a physical boundary.
9 Commissioner Richards asked if boundaries are set early in the process and if they can
10 be changed.
11 Kirk Boone said they are set early, and once they are set; they are set.
12 Chris McLaughlin made the following presentation:

13
14 Slide #1



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1 Slide #2

4 Limitations on Local Property Tax Authority

1. Uniformity clause of N.C. Constitution
2. "True value" appraisal standard
3. Limited refunds & releases
4. Appeal Process



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Slide #3

1. Uniformity of Classification/Taxation



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Chris McLaughlin said that only the General Assembly can set exemptions.

Slide #4

North Carolina Constitution, Art. V, Sect. 2

- **Property Tax Classifications & Exemptions:**
 - Power delegated only to the General Assembly
 - Uniform and statewide
 - No local exemptions
- **Property Tax Rates:**
 - One rate per jurisdiction EXCEPT for "special service districts"
 - Applies to all property: real and personal and RMVs



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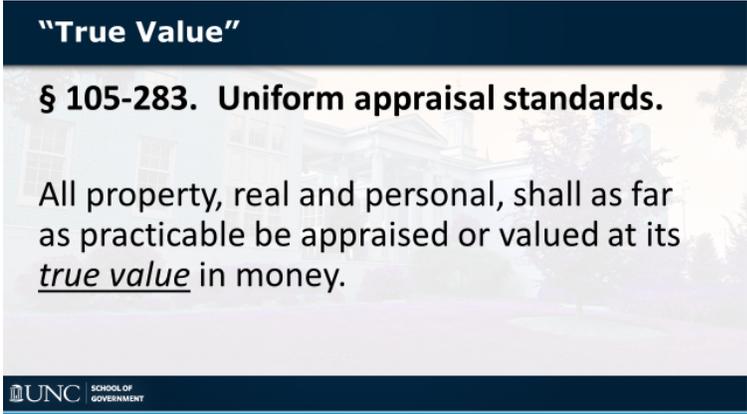
1 Chris McLaughlin said that property tax rates must be uniform within a jurisdiction and
2 that there cannot be different rates for owner-occupied properties versus investor-owned
3 properties. He said they are not allowed to be creative with rates. He said that the only
4 exception is a special service district. He said those are identified and additional property taxes
5 are levied in that district for additional services. He said that within those districts there must be
6 uniformity on all properties.

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8 Slide #5

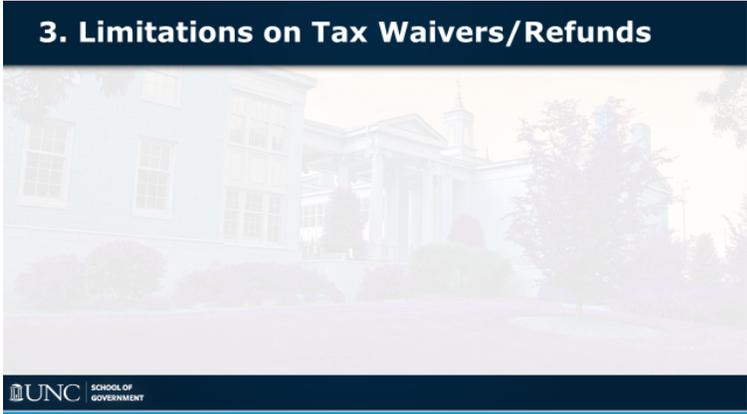


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10 Chris McLaughlin said this is the goal of an appraisal.

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12 Slide #6



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15 Slide #7



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1 Slide #8

Limited Authority for Tax Refunds & Waivers

- § 105-380. No taxes to be released, refunded, or compromised.
 - The governing body of a taxing unit is prohibited from releasing, refunding, or compromising all or any portion of the taxes levied against any property within its jurisdiction except as expressly provided in this Subchapter.
- § 105-381: Property Tax Release or Refunds only for:
 - clerical errors
 - illegal taxes

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Chris McLaughlin said that the Machinery Act, which has all of the laws for property taxes, only allows refunds or waivers for clerical errors or illegal taxes. He said local boards cannot just decide to forgive taxes.

Slide #9

Property Tax Relief Programs

- Cannot create own exemptions
- Cannot cap reappraisal value increases
- Cannot waive property taxes unless illegal/clerical error
- Must justify as housing or welfare programs
 - Income restrictions
 - Loans vs. grants?
 - Tied to length of home ownership?

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Chris McLaughlin said the statutory limitations affect property tax relief programs. He said local boards need to have a strong argument for why property tax relief programs are allowed.

Slide #10

4. Appeal Process



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Slide #11

Property Tax Appeal Process

- *County appraisal presumed to be correct; burden of proof on taxpayer*
- *Same constitutional and statutory restrictions that apply to original appraisal process also apply to appeals*

1. Informally to the assessor
2. County Board of Equalization & Review (“Bd of E&R”)
3. State Property Tax Commission
4. State Courts



4

Chris McLaughlin said that appeals are also driven by the goal of finding the “true market value” of a property. He said there are approximately 60,000 properties in Orange County. He said that staff cannot get to all properties, and there will be mistakes. He said that counties cannot appeal a county board of equalization and review decision.

5

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Nancy Freeman introduced the Tax Administration staff that were in attendance – Deputy Assessor Chad Phillips, Real Property Appraiser Manager Roger Gunn, and Business Officer Leslie Wilcox.

10

11

12

Chair Price thanked them for the work they have been doing.

13

Commissioner Bedford asked if land is assessed separate from the structures.

14

Roger Gunn said they are looking at combined values and that the state requires that appraisers allocate a certain amount of value to land and to buildings.

15

16

Chair Price asked when neighborhood boundaries can be changed.

17

Kirk Boone said they can be changed prior to the next revaluation.

18

Chair Price asked if they can be changed now.

19

Kirk Boone said that the 2025 reappraisal is already likely planned. He said that a four-year reappraisal schedule is a continuous process.

20

21

Chad Phillips said that neighborhoods are being reviewed now for the 2025 reappraisal.

1 Commissioner Bedford asked about the Northside neighborhood. She said that the
2 blocks are interspersed. She said that the true value is elevated from the sales approach. She
3 asked if it is appropriate to use an income approach for gentrified neighborhoods like that.

4 Roger Gunn said that the same approach has to be used for the same type of property.
5 He said that is because they all have the capacity to be rented or owner occupied.

6 Commissioner Bedford said that potential use is not the current use and that is hard to
7 swallow as being fair but that she understands the law.

8 Roger Gunn said there is no way of them having an idea of what an intended use of a
9 property might be.

10 Chris McLaughlin said that the goal is true market value. He said they seek the value
11 that buyers would pay for similar properties next door to each other, one rented, one not. He
12 said that sellers would likely sell them for similar prices.

13 Commissioner Richards asked for examples that show neighborhood comparisons with
14 assumptions that they are entering the new cycle with. She said they could show two identical
15 houses and how that might change going into the next revaluation.

16 Commissioner Bedford asked if there are different variables from neighborhood to
17 neighborhood.

18 Leslie Wilcox said if a new home is built, it is assessed through the permitting process.
19 She said a new construction home is not assessed in the same way as a home that had been
20 there for 20 years.

23 **2. School Capital Needs Work Group Final Report**

24 The Board received the Final Report from the School Capital Needs Work Group and provide
25 direction on next steps.

26
27 **BACKGROUND:** The Capital Needs Work Group (the work group) was established in Fall
28 2021 as a result of a petition by Commissioner Jean Hamilton of the Orange County Board of
29 County Commissioners (BOCC). The petition requested the work group address the capital
30 needs of the two public school systems in Orange County – Orange County Schools (OCS) and
31 Chapel Hill Carrboro City Schools (CHCCS) – especially the older schools, such that an
32 actionable plan (over 10 years) would be developed that would dedicate funds and a process to
33 address the needs.

34
35 The work group sees value in collaboration and coordinating capital efforts across the BOCC,
36 County staff and two school districts. The County is responsible for allocating capital funds
37 amongst the schools and County capital needs. The school districts are responsible for
38 managing their individual facilities to best meet local needs. In that context, the work group is
39 interested in continuing to explore ways to improve efficiencies and transparency, and to better
40 inform decision-making around the capital needs for all its schools.

41
42 The work group agreed to present the three recommendations listed below (and as detailed in
43 Appendix 1) to each of the three elected boards represented on the work group for
44 consideration and approval:

- 45
46 • Hire a consultant to evaluate the County's approach to school capital planning, design,
47 contracting, and financing.
48 • Research alternative funding sources for school capital improvements.
49 • County and both school districts commit to continue working together on school capital
50 planning through the existing work group.

1 If both school boards and the County agree, and the County moves forward with the consulting
2 assessment, the work group should shift to an advisory role working with the consultant. School
3 districts and the County should appoint board and staff leaders to continue.
4

5 Chair Price said this report would be discussed with the schools at the upcoming joint
6 work session.

7 Gary Donaldson, Chief Financial Officer, said that a consultant is recommended for
8 creating a matrix. He said they looked at funding sources. He said staff worked with the school
9 systems for a need-based capital grant.

10 Commissioner Hamilton said it was a pleasure to work with the work group, which
11 included commissioners, school representatives, and staff. She said that over the years, a
12 backlog has developed of buildings that need to be renovated or replaced. She said because of
13 the cost, the county needs to be smart about it and prioritize. She said it is a complex issue and
14 a consultant would help.

15 Commissioner Fowler asked if Chapel Hill Carrboro City Schools already had a
16 consultant.

17 Commissioner Hamilton said they are doing a facilities review.

18 Commissioner Fowler asked how that would relate to this project.

19 Commissioner Hamilton said that a consultant would pull together all of the different
20 plans and help the county prioritize what schools would be done first and how it could be paid
21 for.

22 Chair Price said that Commissioner Hamilton had discussed how the funding could be
23 determined by the needs of the schools rather than a split in the total number of students.

24 Commissioner Greene clarified that the prioritization would cross school system lines to
25 determine which schools are in greatest need.

26 Commissioner Hamilton said yes.

27 Commissioner Greene asked what consultants would be qualified to make that
28 assessment about a county with multiple school districts.

29 Commissioner Hamilton said it does not matter if there is one district or two because this
30 examines school by school to determine the needs.

31 Commissioner Greene asked if there are consultants that can provide estimates on how
32 to remodel schools.

33 Commissioner Hamilton said yes, and that Greensboro schools recently used a
34 consultant to determine this.

35 Commissioner Richards asked for clarification on how the schools would be reviewed.
36 She asked who would prioritize the schools.

37 Commissioner Hamilton said the consultants would help determine the needs and then
38 priorities would come from that process.

39 Commissioner Richards said that a combined look at the facilities may be difficult
40 because of the culture of the two systems in place.

41 Commissioner Hamilton said she felt that the capital needs task force showed that the
42 school systems could work together.

43 Commissioner Richards asked if the districts could not figure it out, a third outside party
44 would be helpful.

45 Commissioner Hamilton said that existing maintenance staff are having difficulty
46 managing projects.

47 Commissioner Richards said a combined maintenance facility department across the
48 county could be more efficient.

49 Commissioner Hamilton said this is an opportunity to pull the districts together around
50 facilities and there would probably be a separate project manager to oversee this. She said that
51 they have to try something different, because what they are doing isn't getting where they need

1 to be. She said when you think about the complexity of different pieces, and the willingness to
2 talk, then the report reflects conversations from the work group. She said it could lead to other
3 efficiencies.

4 Commissioner Bedford said she read all of the report and appreciated all of the
5 information. She said she does not see taxpayers supporting a merger of facilities. She said
6 that she supports having a consultant. She said that consultants could help prioritize and show
7 different options for replacement and renovation. She said that she would also like the
8 consultant to review other ways to finance the needs. She said that for swing space as schools
9 are replaced, some schools are able to absorb more students if the school system has the
10 willingness to make the decision. She said that she is concerned about SAPFO, and the school
11 boards have different facility needs based on students. She said they can also talk about
12 construction standards. She said it will be helpful to know when a building is just obsolete and
13 there is no return on investment. She said the group should leave SAPFO alone because the
14 town's attorneys are ready to abandon it. She said they should also look at what land banking
15 looks like.

16 Commissioner Richards said the report came out in the previous week, and both school
17 districts lost students. She said that the county has the second and third highest resourced
18 districts in the state. She said that there are a lot of administrative staff in both districts, and she
19 did not understand why the staff could not figure out what the needs are. She said that she
20 would like to see a tight work plan and a cap on the amount that will be spent.

21 Commissioner Greene said looking at recommendations, she wonders about a
22 consultant that can navigate having two school systems. She said that it seems like a
23 challenge, but not an insurmountable challenge. She said that a consultant can be a neutral
24 third party. She said that the county should be able to produce a strategy.

25 Commissioner Hamilton said that the school systems have high operating resources, but
26 not for capital. She said this is an opportunity. She said that having fewer students might be
27 good timing so the county can focus on renovating. She response to Commissioner Greene's
28 comments, she said that the county has no policies on renovating buildings. She said they can
29 put in policies that say how much the county will spend on building a school.

30 Commissioner Fowler said some groundwork has already been done on this by Chapel
31 Hill Carrboro City Schools. She said the conditions have changed due to fewer students. She
32 said that a consultant can evaluate the existing plans and reprioritize. She said that providing
33 school facilities is an obligation of the county. She said that the need is high, and a priority list
34 would help the county.

35 Chair Price said that there are limits to what a consultant can do coming into a county
36 like Orange. She said that the school systems want to work together, but also remain
37 independent. She said that the consultant can help find efficiencies and economies of scale.
38 She said that they will need to look at a bond referendum in a few years, and the school districts
39 will have to come together on that. She said that she would like to see a scope of work on what
40 the consultant will do. She said that a third party will look at it differently than the Board.

41 Commissioner Bedford said that if there is enough funding then they could use joint
42 ordering for supplies and the architect was clear that you need to build for quality.

43 Commissioner Hamilton said the work group would help develop the scope of work for
44 the consultant, along with the information that comes out of the joint work session later in the
45 month.

46 Chair Price thanked Commissioner Hamilton for her leadership on the group and for
47 getting this along this far. She said this item is to be continued for discussion.

49 **3. Animal Services Advisory Board – Appointment Discussion**

50 The Board considered an appointment to the Animal Services Advisory Board.

51

1 **BACKGROUND:** The charge of the Animal Services Advisory Board is to advise the Board of
 2 County Commissioners on matters of concern regarding animal issues and animals services in
 3 Orange County and to work with the Animal Services Director on various policy concerns and
 4 issues regarding County animal services.

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

8
 9 The following individual is recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Judy Miller	Animal Welfare/Advocacy	Partial Term	06/30/2023

10
 11 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
At-Large	06/30/2025	Vacant since 06/30/2022
Owner/Manager Retail Pet Services	06/30/2023	Vacant since 01/05/2022

12 Deputy Clerk to the Board Tara May introduced the item.

13 Commissioner Fowler said she was fine with Judy Miller as the recommended applicant.
 14 She also suggested that Kimberly Rider fill Owner/Manager Retail Pet Services position.

15 Commissioner Bedford agreed with the suggestion.

16 Tara May said that Kimberly Rider would meet the qualifications.

17 Commissioner Bedford asked if Denise Doolan was eligible for the Chapel Hill position.

18 Tara May said yes.

19 Commissioner Bedford suggested Denise Doolan for the position.

20 Commissioner Richards supported Denise Doolan for the Chapel Hill position.

21 Tara May said that left the At-Large and the Town of Carrboro positions vacant.

22 Commissioner Bedford said she did not see anyone from Carrboro on the applicant list.

23 Tara May said that was correct, that there were no eligible applicants for the Carrboro
 24 position.

25 Tara May said that Jennifer Stout was still interested in the At-Large position.

26 Commissioner Bedford said that Jennifer Stout was already on the Animal Services
 27 Hearing Advisory Pool, and she supported Jennifer Stout for the At-Large position as well.

28 The Board agreed by consensus on the recommended applicant, Judy Miller, for the
 29 Animal Welfare/Advocacy position, Kimberly Rider for the Owner/Manager Retail Pet Services
 30 position, Denise Doolan for the Chapel Hill position, and Jennifer Stout for the At-Large
 31 Position.
 32
 33
 34

1 **4. Arts Commission – Appointment Discussion**

2 The Board considered an appointment to the Arts Commission.

3
4 **BACKGROUND:** The Arts Commission recommends strategies to promote the artistic and
5 cultural growth of Orange County, advises the Board of Commissioners on matters involving the
6 arts, and acts as the granting panel for funding programs available to individual artists and non-
7 profit groups sponsoring arts projects in Orange County.

8
9 The Board of County Commissioners appoints all fifteen (15) At-Large members.

10
11 The following individual is recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Josh Rosenstein	At-Large	First Full Term	09/30/2025

12
13 If the individual listed above is appointed, no vacancies remain.

14
15 Tara May introduced the item.

16 The Board agreed by consensus on the recommended applicant.

17
18 **5. Board of Health – Appointment Discussion**

19 The Board considered an appointment to the Board of Health.

20
21 **BACKGROUND:** The Board of Health makes policy and is charged with protecting and
22 promoting public health in Orange County.

23
24 The Board of County Commissioners appoints all eleven (11) members with representation from
25 specific health-related professions and the general public.

26
27 The following individual is recommended for Board consideration:

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Dr. Alessandra Lowery	Dentist	First Full Term	06/30/2025

28
29 If the individual listed above is appointed, the following vacancy remains:

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
At-Large	06/30/2023	Vacant since 04/20/2022

30
31 Tara May introduced the item. She said that there are recent applications that could be
32 considered at a future meeting for the vacant position.

33 Commissioner Bedford said she was ok with the recommended applicant and waiting to
34 fill vacancies until the new applications could be reviewed.

35 Commissioner Fowler said she was happy to wait, but she thought Rachel Royce would
36 be a good fit for the vacant At-Large position.

37 Commissioner Greene said Christina Hilliard sounded interesting.

38 Chair Price said she could support Rachel Royce.

1 Commissioner Hamilton said the Board of Health had not discussed recommendations
2 for the vacant At-Large position.

3 Chair Price noted that the position had only been vacant for a few months.

4 Chair Price and Commissioner Richards asked if the Board of Health is looking for a
5 specific type of applicant.

6 Commissioner Hamilton said it was a timing issue.

7 The Board agreed by consensus on the recommended applicant. The commissioners
8 agreed to wait for the Board of Health to make a recommendation for the vacant position.

9
10 **6. Commission for the Environment – Appointments Discussion**

11 The Board considered appointments to the Commission for the Environment.

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

18
19 The Board of County Commissioners appoints all fifteen members, including 10 At-Large
20 members and five members with expertise in specific fields.

21
22 The following individuals are recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Geneva Gray	Air Quality	Partial Term	12/31/2022
Mark Randall	Engineering	First Full Term	12/31/2024
Regina Baratta	At-Large	First Full Term	12/31/2024

23
24 If the individuals listed above are appointed, the following vacancy remains:

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
At-Large	12/31/2022	Vacant since 07/06/2022.

25
26 Tara May introduced the item.

27 Commissioner Fowler said she supported Geneva Gray and Regina Baratta, but it did
28 not appear Mark Randall was an engineer and there were several other applicants with an
29 engineering background.

30 Commissioner Bedford suggested moving Mark Randall to an At-Large position.

31 Commissioner Bedford suggested Victor Lancaster for the Engineering position.

32 Commissioner Fowler suggested David McNelis for the Engineering position.

33 Commissioner Bedford said there were several good candidates.

34 The Board agreed by consensus on the recommended applicants, Geneva Gray and
35 Regina Barrata, for Air Quality and At-Large positions, Mark Randall for an At-Large position,
36 and David McNelis for the Engineering position.

37
38

1 **7. Durham Technical Community College – Appointment Discussion**

2 The Board considered an appointment to the Durham Technical Community College Board of
3 Trustees.

4
5 **BACKGROUND:** Durham Technical Community College is governed by a Board of Trustees.
6 Four members of the Board are appointed by the governor, four are appointed by the Durham
7 County Board of Commissioners, four are appointed by the Durham Public Schools Board of
8 Education, and two are appointed by the Orange County Board of Commissioners. Trustees
9 serve four-year terms and set local policy for the College.

10
11 The following position is presented for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
BOCC Appointment	At-Large	Partial Term	06/30/2024

12
13 If the position listed above is filled, no vacancies remain.

14
15 Tara May introduced the item. She referred to an email Durham Tech sent her the
16 previous day which was forwarded to the Board. She said that the Durham Tech Board of
17 Trustees recommended Janet Hadar for the At-Large position.

18 Chair Price said that this action would be to replace Lee Storrow who was stepping
19 down. She said that the Board of Trustees and President Buxton wanted Janet Hadar due to
20 her connection with UNC Health.

21 The Board agreed by consensus on Janet Hadar.

22 Commissioner Bedford said that it was interesting that the Governor appoints four
23 members, Durham County appoints four members, Durham Public Schools appoint four
24 members, but Orange County only has two representatives. She said the Orange County
25 campus likely doesn't have as many students.

26 Chair Price said that Durham County has invested a lot in Durham Academy. She said
27 that previous changes to the Board of Trustees make up had to go through the General
28 Assembly.

29
30 **8. Human Relations Commission – Appointments Discussion**

31 The Board considered appointments to the Human Relations Commission.

32
33 **BACKGROUND:** The Human Relations Commission advises the Board of County
34 Commissioners on solutions to problems in the field of human relationships. It also makes
35 recommendations designed to promote goodwill and harmony among groups in the County
36 irrespective of their race, color, creed, religion, ancestry, national origin, sex, affectional
37 preference, disability, age, marital status or status with regard to public assistance.

38
39 The Board of County Commissioners appoints all twelve (12) members.

40
41 The following persons are recommended for Board consideration:
42

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Jenn Sykes	At-Large	Partial Term	06/30/2023
Anjail Taylor	At-Large	First Full Term	09/30/2025

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

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
At-Large	09/30/2025	Vacant since 10/13/2021
Town of Carrboro	06/30/2025	Vacant since 04/07/2022
At-Large	06/30/2025	Vacant since 02/22/2022
Town of Chapel Hill	06/30/2025	Vacant since 01/07/2020
At-Large	06/30/2023	Vacant since 07/11/2022

Tara May introduced the item.

Chair Price suggested Nathalie Volkheimer and Ruby Garcia for two of the vacant positions.

Commissioner Bedford agreed with those suggestions

Commissioner Greene asked why Jenn Sykes would only be recommended for a partial term.

Tara May said she chose the seats at random after receiving the recommendations, and that Jenn Sykes could be appointed to another term. She said that Jenn Sykes would still be eligible for two full terms after the partial term ends.

Commissioner Greene said the Human Relations Commission is down a lot of members and that the commission is asking the Board to delay further appointments. She asked about the rationale for keeping the positions vacant.

Tara May said she did not know the rationale.

Chair Price said there was practice for members to vet applicants and that advisory boards and commissions might be looking for certain demographics. She said that she was looking at the long-term vacancies on the list and she thought the Board should fill the vacancies.

Commissioner Bedford said there were good applicants.

Commissioner Richards asked about the process for filling town positions.

Tara May said towns do not need to put forth recommendations for the seats.

Commissioner Richards said it is an important board with a lot of vacancies and that they should be filled.

Commissioner Bedford suggested Deborah Baker for the other vacant At-Large position.

Commissioner Fowler agreed with the suggestion of Nathalie Volkheimer and Ruby Garcia.

The Board agreed by consensus on the recommended applicants, Jenn Sykes and Anjail Taylor, Nathalie Volkheimer for an At-Large position and Ruby Garcia for the Town of Chapel Hill position.

Commissioner Bedford suggested Deborah Baker since she comes from the Bingham Township and would be a representative from the county.

The Board did not come to a consensus on Deborah Baker for an At-Large position.

Commissioner Bedford asked if the Human Relations Commission could spend time with Deborah Baker to see if she would be a good fit for the position.

1
2 **9. Orange County Board of Adjustment – Appointment Discussion**

3 The Board considered an appointment to the Orange County Board of Adjustment.
4

5 **BACKGROUND:** The Board of Adjustment hears and decides on variance applications,
6 appeals submitted related to official decisions/determinations made by the Planning Director,
7 reviews and takes action on Class B Special Use Permit applications, as well as matters
8 required to pass by the Unified Development Ordinance.
9

10 The Board of County Commissioners appoints all seven (7) members. The Board of Adjustment
11 does not make recommendations.
12

13 The following position is presented for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
BOCC Appointee	At-Large	Partial Term	06/30/2024

14
15 If the position listed above is filled, no vacancies remain.
16

17 Tara May introduced the item. She said that Greg Neimiroski would be an eligible
18 applicant and that he had already received training.

19 The Board agreed by consensus on Greg Neimiroski for the At-Large position.
20

21 **10. Orange County Parks and Recreation Council – Appointment Discussion**

22 The Board considered an appointment to the Orange County Parks and Recreation Council.
23

24 **BACKGROUND:** The Orange County Parks and Recreation Council consults with and advises
25 the Department of Environment, Agriculture, Parks and Recreation, and the Board of County
26 Commissioners on matters affecting parks planning, development and operation; recreation
27 facilities, policies and programs; and public trails and open space.
28

29 The Board of County Commissioners appoints all twelve members with representatives from
30 each of the county's townships plus its municipalities.
31

32 The following individual is recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Roderick Jones	Hillsborough Town Limits	First Full Term (re-appointment)	09/30/2025

33
34 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.

35 Tara May introduced the item.

1 The Board agreed by consensus on the recommended applicant, Roderick Jones, for
2 the Hillsborough position.

3 Chair Price noted that the Chapel Hill position was vacant.

4 Tara May said that Andrea Zimmerman is eligible for the position.

5 The Board by consensus on Andrea Zimmerman for the vacant Chapel Hill position.
6

7 **11. Orange Unified Transportation Board – Appointments Discussion**

8 The Board considered appointments to the Orange Unified Transportation Board.
9

10 **BACKGROUND:** The Orange Unified Transportation Board (OUTBoard) advises the Orange
11 County Board of County Commissioners on the overall planning and programming of
12 transportation improvements in the County.
13

14 The Board of County Commissioners appoints all fourteen (14) members, with representation
15 from each of the County's townships. The OUTBoard does not make recommendations.
16

17 The following positions are presented for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
BOCC Appointment	Cedar Grove Township	Partial Term	09/30/2023
BOCC Appointment	Little River Township	Partial Term	09/30/2023

18 If the positions listed above are filled, the following vacancies remain:
19
20

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
At-Large	09/30/2023	Vacant since 05/11/2022
At-Large	09/30/2022	Vacant since 07/21/2022

21 Tara May introduced the item.

22 The Board agreed by consensus on Art Menius for the Little River position and Patricia
23 Hull for the Cedar Grove position.
24
25

26 **12. Workforce Development Board - Appointment Discussion**

27 The Board considered an appointment to the Workforce Development Board.
28

29 **BACKGROUND:** The Workforce Development Board helps individuals and businesses within
30 this five-county region gain access to the programs and services that connect talent to jobs.
31

32 The following individual is recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Nancy Coston	Department of Social Services Appointee	Full Term	06/30/2025

33 If the individual listed above is appointed, no vacancies remain.
34

1 Tara May introduced the item.
2 The Board agreed by consensus on the recommended applicant.

3
4 A motion was made by Commissioner Bedford and seconded by Commissioner
5 Hamilton to adjourn the meeting at 9:25 p.m.

6
7 **VOTE: UNANIMOUS**

8
9
10 Renee Price, Chair

11
12
13 Laura Jensen
14 Clerk to the Board

15
16 Submitted for approval by Laura Jensen, Clerk to the Board.

1 DRAFT

2 **MINUTES**
3 **ORANGE COUNTY**
4 **BOARD OF COMMISSIONERS**
5 **BUSINESS MEETING**
6 **September 20, 2022**
7 **7:00 p.m.**

8 The Orange County Board of Commissioners met for a Business Meeting on Tuesday,
9 September 20, 2022 at 7:00 p.m. at the Whitted Human Services Center in Hillsborough, NC.

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

13 **COUNTY COMMISSIONERS ABSENT:** Commissioner Earl McKee

14 **COUNTY ATTORNEYS PRESENT:** John Roberts

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

18
19 Chair Price called the meeting to order at 7:00 p.m. All commissioners were present
20 except Commissioner McKee.

21
22 Chair Price expressed condolences to the families of Devin Clark and Lyric Woods, two
23 teenagers who were killed in Orange County over the weekend. She encouraged people who
24 are interested to rely on information posted by the Orange County Sheriff's Office in order to
25 avoid the spread of misinformation.

26
27 **1. Additions or Changes to the Agenda**

28 None.

29
30 Chair Price dispensed with reading the public charge.

31
32 **2. Public Comments (Limited to One Hour)**

33 a. Matters not on the Printed Agenda

34 Dale Hodson read the following statement:

35 "My name is Dale Hodson and I'm here about your anti-picketing ordinance.

36 A quote from the Sheriff regarding the Orange High football event:
37 '... a small group of protesters assembled ... Neither side ... engaged in ... criminal activity, nor
38 engaged in speech that went outside ... the free speech that is protected by the ... Constitution
39 ... No crimes were committed, no one was injured ...' So, what the Sheriff included, but Carrie
40 Doyle didn't in her statement to you, was that several of the protesters were displaying large
41 BLM and 'Pride' banners – this wasn't a one-sided protest. And yet this is the free speech you
42 want to ban. You have been misled. From the beginning, this ordinance has been driven by the
43 content of speech. The Orange County Schools Board revealed this with their racist screed from
44 October of last year. They list their motivations: 'white nationalist displays,' 'harm deepened by
45 White people,' 'ties to white supremacy,' 'adults motivated by racist self-interest.' You are being
46 duped by the OCS Board with their racist myths. Parents were protesting because of the OCS
47 COVID rules, not because they were white. You've used the Wake County picketing ordinance
48 as a model for Orange County. However, in Wake County, and in Chapel Hill as well, there are
49 no special restrictions around schools or playgrounds – why is Orange County going such a
50 different direction? Orange County - once home to freedom marches and protests in support of
51 civil liberties, is now attempting to abridge free speech. Commissioner Hamilton is advancing a

1 legal theory in which citizens holding signs, or simply talking, become criminals for the act of
 2 'hurting kids' feelings.' For the simple act of speaking or holding a sign, she wants criminal
 3 prosecution. You are trying to limit the 'where and when' of protests, but protests often happen
 4 spontaneously, and in locations where the right audience is present. In this case, places where
 5 parents are frequently present, namely, near their neighborhood schools. Keeping parents from
 6 gathering together is EXACTLY the motivation of the OCS Board. The OCS Board's pursuit of
 7 this ordinance is not their claimed 'safety of students,' it is to silence parents. Who among you
 8 can say that speech from picketers is harmful? History shows that social change in America can
 9 be HELPED by protests. Kids exposed to tough language can be strengthened by this
 10 exposure, not necessarily harmed. Kids can become emotionally stronger and better adjusted to
 11 life's varied experiences. And finally, consider this: Kids willingly expose themselves to the
 12 harsh world of TikTok, Twitter, and Instagram, so they can surely deal with words and signs
 13 from protesters. I urge you to reject the argument that tough language should be made criminal
 14 –don't penalize every citizen of Orange County for unprovable and non-violent 'emotional harm.'
 15 Please stop pursuing this misguided proposal."

16
 17 b. Matters on the Printed Agenda

18 (These matters will be considered when the Board addresses that item on the agenda below.)
 19

20 **3. Announcements, Petitions and Comments by Board Members**

21 Commissioner Richards said she was able to attend the Advisory Board on Aging
 22 meeting this week. She said she is looking forward to hearing about the Master Aging Plan
 23 tonight. She shared that she attended the Attorney General's presentation at Whitted on
 24 Monday about the Opioid Settlement and how it is going to impact Orange County. She thanked
 25 Commissioner Greene for her work on the settlement. She said that, unfortunately, the Suicide
 26 Prevention Walk is the same night as their joint meeting with the school boards on September
 27 29, 2022.

28 Commissioner Bedford said the DSS board met yesterday. She said they are hopeful
 29 that federal emergency provisions allowing additional benefits will continue to be in place until
 30 January. She said the Partnership to End Homelessness met last week and approved projects
 31 for approximately \$900,000, pending HUD's awards, as well as Emergency Solutions Grant
 32 funds for around \$100,000. She said staff did a good job with the process and she thanked
 33 volunteers who served on the Project Review Committee. She also said the Durham-Chapel Hill
 34 MPO met in person at the Durham City Hall, and the new executive director was there. She said
 35 there are lots of plans for projects.

36 Commissioner Hamilton said the Capital Needs Workgroup will be meeting tomorrow
 37 morning to continue work after providing their report. She said she is looking forward to the
 38 presentation on September 29th for the joint meeting with the school boards to continue
 39 discussions on how to address aging school facilities and meet the capital needs given the
 40 constraints of the county's budget.

41 Commissioner Greene said she has been out of town for several days and regretfully
 42 missed the MPO meeting and the Attorney General's talk. She said she chaired the Triangle J
 43 Aging Coalition meeting today and was proud to learn that Janice Tyler, Department on Aging
 44 Director, is part of the planning committee for the statewide aging plan.

45 Commissioner Fowler said since their last meeting, the Library Task Force met and
 46 looked at how other counties funds municipal libraries and will continue to meeting into the fall
 47 to look at how to continue funding Chapel Hill Library and also inter-operability. She said they
 48 plan to make a presentation to the Board of Commissioners in February, and the Town Councils
 49 after that. She said the ABC Board met today and reviewed their annual audit, which was clean,
 50 and they are doing well financially. She said the new ABC store in Southern Village should open
 51 in October 2022, and the new Mebane store will likely open in February 2023.

1 Chair Price asked staff to bring information to the Board about the proposed
2 Community Home Trust Elected Officials Advisory Committee. She said she attended the
3 roundtable with Josh Stein on Monday. She said she is very impressed with the Lantern Project
4 and the people who spoke, Michael Ashe and Crystal Graham, were very open. She said one
5 issue they mentioned is transportation. She said she wants to look at ways to provide better
6 transportation from rural areas, small towns, and into the cities. She said she met with the
7 school boards chairs to set the agenda for the joint meeting on September 29th. She said the
8 Board will receive an update from the schools since the school year has started, their funding,
9 school safety, and capital needs. She shared that the Visitors Bureau has new visitor's guide
10 and map.

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

12 **a. Resolution Authorizing the Installation of a Historical Marker on the Southeast Corner** 13 **of the Historic Courthouse Lawn**

14 The Board considered the approval of a resolution authorizing the installation of a historical
15 marker on the southeast corner of the lawn at the Historic Courthouse.
16
17

18 **BACKGROUND:** The Orange County Community Remembrance Coalition has been working to
19 place at least two historical markers in the County – one on the grounds of the Orange County
20 Old Courthouse at Hillsborough, and one within the Town of Carrboro. The purpose of the
21 markers is to document the history of racial terror lynchings that claimed the lives of more than
22 120 Black people in North Carolina, and specifically the four that are known to have taken place
23 in Orange County.
24

25 The Orange County Community Remembrance Coalition has partnered with the Equal Justice
26 Initiative (EJI), a non-profit organization that provides historical markers for community
27 remembrance coalitions at no cost, other than for installation of the marker. The wording and
28 design of the marker is provided by the EJI. More information regarding the EJI Historical
29 Marker program can be found in *Attachment 1*.
30

31 The proposed location for the marker is the southwestern portion of the Historic Courthouse
32 lawn as shown on the map in *Attachment 2*. The dimensions and appearance of historical
33 marker were reviewed and approved by the Town of Hillsborough. The costs to install the
34 marker are minimal and estimated to be under \$500.
35

36 *Attachment 3* is a resolution authorizing the installation of the marker on the grounds of the
37 Historic Courthouse. Upon approval by the Board, the resolution along with a letter will be sent
38 to EJI, and EJI can begin the process of creating the marker, which may take several months
39 before it is ready for installation.
40

41 Chair Price reviewed the background information for the item.

42 Steve Arndt, Asset Management Services Director, gave the following PowerPoint
43 presentation:
44
45
46

1 Slide #1

Equal Justice Initiative Historical Marker

Orange County
September 20, 2022

2
3 Slide #2

Historical Marker Overview

- The Equal Justice Initiative (EJI) is dedicated to supporting communities across our nation in confronting historical trauma and advancing truth-telling at the local level.
- Historical markers are a compelling tool that can help create a permanent record of racial terror violence and expose an entire community to our shared history of racial injustice.

4
5 Slide #3

Historical Marker Overview

- Through EJI's Community Remembrance Project, EJI sponsors historical marker projects, with each marker valued at about **\$3000** each including fabrication and shipment.
- EJI works with local Community Remembrance Coalitions made up of diverse members of their community to facilitate these projects.



6
7 Steve Arndt said including the cost of the marker and \$5,000 in scholarship money for
8 an essay contest, EJI total contribution for the marker is \$8,000.
9

1 Slide #4

How Big are the ESJ Historical Markers?

- EJI sponsored marker panels are rectangular in shape, about 42 inches wide by 38.5 inches high.
- The polls (or mounting posts) are non-break away 7-foot tall octagonal aluminum posts.
- The marker, including its 7 ft post, weighs about 100 lbs.



2
3 Slide #5

What are the Historical Marker Design Features?

- EJI markers generally use a blue plate color; gold lettering; and the Community Remembrance Project emblem at the top of the marker, customized for each community's state and county.



4
5 Slide #6

Proposed Location of Historical Marker



1 Commissioner Richards read the following resolution:
2

3 **ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**
4 **RESOLUTION AUTHORIZING HISTORICAL MARKER**
5

6 WHEREAS, racial terror lynching was known widely to occur across the United States in the
7 aftermath of the Civil War, and from Reconstruction through the middle of the twentieth century,
8 a practice predominantly inflicted upon Black or African American men, women and children by
9 white individuals, vigilante mobs and law enforcement officers -- to instill fear and to thwart the
10 social, economic and political advancement of Black people; and
11

12 WHEREAS, between 1865 and 1950, documented racial terror lynchings claimed the lives of
13 more than 120 Black people in North Carolina, and four are known to have taken place in
14 Orange County; and
15

16 WHEREAS, the Orange County Community Remembrance Coalition has been working to place
17 at least two historical markers in the County, one on the grounds of the Orange County Old
18 Courthouse at Hillsborough, and one within the Town of Carrboro; and
19

20 WHEREAS, the dimensions and appearance of a historical marker comply with the provisions of
21 the Historic District Commission of the Town of Hillsborough, and the location on County
22 property has been approved by Orange County staff, and will be accommodated into the site
23 renovation plans; and
24

25 WHEREAS, the Equal Justice Initiative (EJI) provides such markers for community
26 remembrance coalitions, and approves the wording on the historical markers; and
27

28 WHEREAS, the delivery of the sign may take several months once EJI receives site
29 authorization documentation; and
30

31 WHEREAS, the Orange County Manager has approved that the labor to install the marker will
32 be provided by Orange County staff;
33

34 NOW THEREFORE BE IT RESOLVED that the Orange County Board of Commissioners does
35 hereby approve the placement of a historical marker on the grounds of the Old Courthouse
36 between East King Street and East Margaret Lane;
37

38 BE IT FURTHER RESOLVED that the Equal Justice Initiative shall provide the historical marker
39 at no charge to Orange County, shall have the marker delivered to Orange County, and should
40 the historical marker be vandalized or similarly damaged, the Equal Justice Initiative will replace
41 the sign, at no charge to Orange County; and
42

43 BE IT MOREOVER RESOLVED that Orange County will assume responsibility for installing the
44 historical marker and for maintaining the site after installation.
45

46 This the 20th day of September, 2022.
47
48

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

1 A motion was made by Commissioner Richards, seconded by Commissioner Hamilton,
2 to approve and authorize the Chair to sign the resolution.

3
4 **VOTE: UNANIMOUS**

5
6 Chair Price asked the Clerk to prepare a cover letter to send the historical marker
7 resolution.

8
9 **b. Resolution Apologizing for Past Racial Terror Lynching**

10 The Board considered approving a resolution acknowledging criminal acts of racial terror
11 lynching that occurred across the United States in the aftermath of the Civil War and from
12 Reconstruction through the middle of the twentieth century, and specifically acts that occurred in
13 Orange County; apologizing to all victims of racial terror lynching in Orange County perpetrated
14 or condoned by past Orange County elected officials; and expressing deepest sympathies to the
15 families and descendants for all women and men who were murdered by racial terror lynching,
16 and for the denial of their dignity and basic human rights.

17
18 **BACKGROUND:** Racial terror lynching was known widely to occur across the United States in
19 the aftermath of the Civil War and from Reconstruction through the middle of the twentieth
20 century. These criminal acts were committed against numerous named and unnamed
21 individuals and claimed the lives of more than 120 Black people in North Carolina. Four such
22 criminal acts specifically known to have taken place in Orange County occurred against Daniel
23 Morrow, Jefferson Morrow, Cyrus Guy, Wright Woods and Manly McCauley.

24
25 BOCC Chair Renee Price and Commissioner Anna Richards drafted the proposed Board
26 resolution. The resolution acknowledges the criminal acts of racial terror lynching that occurred
27 in Orange County; apologizes to all victims of racial terror lynching in Orange County
28 perpetrated or condoned by past Orange County elected officials; and expresses deepest
29 sympathies to the families and descendants for all women and men who were murdered by
30 racial terror lynching.

31
32 Chair Price read the following Resolution:

33
34 **ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**
35 **RESOLUTION APOLOGIZING FOR PAST RACIAL TERROR LYNCHING**

36
37 WHEREAS, racial terror lynching was known widely to occur across the United States in the
38 aftermath of the Civil War and from Reconstruction through the middle of the twentieth century;
39 and

40
41 WHEREAS, lynching became a practice predominantly inflicted upon Black or African American
42 men, women and children by white individuals, vigilante mobs and law enforcement officers – to
43 instill fear and to thwart the social, economic and political advancement of Black people; and

44
45 WHEREAS, on August 7, 1869, Daniel Morrow and Jefferson Morrow, African American
46 farmworkers near Hillsborough, were accused of barn burning and insulting women, and
47 lynched by a mob that left a note identifying themselves as the Ku Klux Klan; and

48
49 WHEREAS, on September 12, 1869, Wright Woods, alleged to have made certain remarks to a
50 white girl, was abducted by four white men, killed and found in Little River with a note attached
51 to his foot that read, "if the law will not protect virtue, the rope will"; and

1
2 WHEREAS, on December 2, 1869, Cyrus Guy, allegedly having made a snide remark to a white
3 woman, was taken by a mob and left hanging from a tree at the intersection of Faucette Mill
4 Road and Lebanon Road as a sign for other “mulattos” in the area to know their place; and

5
6 WHEREAS, on or about October 30, 1898, Manly McCauley, an 18-year-old Black man, was
7 seized by a mob of white men, accused of eloping with a married white woman, and lynched
8 from a dogwood tree near current day Hatch Road and Old Greensboro Road, and the four men
9 tried for the lynching were acquitted; and

10
11 WHEREAS, in denial of their constitutional rights to a fair trial, and without the opportunity to
12 present their defense, the afore-mentioned men were brutally executed; and

13
14 WHEREAS no evidence exists to indicate that elected officials of Orange County – i.e., sheriff,
15 commissioners, or judges – did anything to prevent these lynchings, or to prosecute those who
16 performed, aided or abetted these actions, or were otherwise complicit in this racial terror; and

17
18 WHEREAS, in contravention of their responsibilities to protect and serve all the people of
19 Orange County, the aforementioned public servants violated their oaths of office;

20
21 NOW THEREFORE BE IT RESOLVED that the Orange County Board of Commissioners does
22 hereby acknowledge that criminal acts of racial terror lynching were committed against
23 numerous named and unnamed individuals, including Daniel Morrow, Jefferson Morrow, Cyrus
24 Guy, Wright Woods and Manly McCauley; and

25
26 BE IT FURTHER RESOLVED that the Orange County Board of Commissioners now apologizes
27 to all victims of racial terror lynching in Orange County perpetrated or condoned by past Orange
28 County elected officials; and

29
30 BE IT MOREOVER RESOLVED that the Orange County Board of County Commissioners
31 herewith expresses our deepest sympathies to the families and descendants for all women and
32 men who were murdered by racial terror lynching, and for the denial of their dignity and basic
33 human rights.

34
35 This the 20th day of September, 2022.

36
37
38 _____
39 Renee A. Price, Chair
40 Orange County Board of
41 Commissioners

42
43 A motion was made by Commissioner Richards, seconded by Commissioner Hamilton,
44 to approve and authorize the chair to sign the resolution.

45
46 **VOTE: UNANIMOUS**

47
48 Commissioner Bedford said it is never too late to make apologies like this as a basic
49 step in the right direction. She thanked Chair Price and Commissioner Richards for bringing this
50 resolution forward.

1 Commissioner Richards said she and Chair Price feel they are not apologizing as a
 2 Board, but are expressing compassion for those who were affected by this and their families,
 3 and for the loss of dignity they experienced because those in control did nothing to stop it. She
 4 said they have no idea how many total people were victims of racial terror lynchings in Orange
 5 County. She said in her own family, her mother tells a story about how her family always left a
 6 light on for an uncle who got in trouble for looking wrong and never came home. She said this
 7 story is probably told countless times by countless families. She said she appreciates the
 8 gesture of this resolution.

9 As a member of the Orange County Racial Justice Coalition and a member of the
 10 Marker Committee, Commissioner Greene recognized that a lot of work has gone toward this
 11 moment. She said there are a lot of people who are not in the room who should be thanked for
 12 their help including James Williams, Prinny Anderson, Glenn Hinson and his class of students
 13 who have been working hard to document part of this story, and others.

14 Chair Price said the Coalition was started by her and James Williams a number of years
 15 ago to bring some of these stories to light. She said that EJI only looks at a certain period of
 16 time (1875-1940), but there was racial terror before then and after as well. She said the
 17 Coalition worked to get EJI to include 1969, the Reconstruction period. She said there are many
 18 more stories in Orange County that they are aware of that people don't talk about or will only
 19 discuss with certain people. She thanked the Board for agreeing to pass this proclamation.

20
 21 **c. Proclamation Designating September 2022 as Suicide Prevention Month**

22 The Board considered approving a proclamation designating September 2022 as Suicide
 23 Prevention Month in Orange County.

24
 25 **BACKGROUND:** This month recognizes suicide as a serious public health problem that can
 26 have long-lasting effects on individuals, families and communities. Everyone also recognizes
 27 that suicide is preventable and that everyone can help by learning the warning signs, promoting
 28 prevention and resilience and making necessary social changes.

29
 30 Commissioner Fowler read the following Proclamation:

31
 32 **ORANGE COUNTY BOARD OF COMMISSIONERS**

33
 34 **PROCLAMATION DESIGNATING SEPTEMBER 2022**
 35 **AS SUICIDE PREVENTION MONTH**

36
 37 **WHEREAS,** September is known as National Suicide Prevention Month and is intended to help
 38 raise awareness surrounding suicide prevention resources available in the community; and

39
 40 **WHEREAS,** suicidal thoughts can affect anyone regardless of age, gender, race, orientation,
 41 income level, religion or background; and

42
 43 **WHEREAS,** according to the North Carolina Injury Violence and Prevention Branch, suicide is
 44 the second leading cause of death for youth in North Carolina ages 10 to 18, and the third
 45 leading cause of death for those ages 19 to 34¹; and

46
 47 **WHEREAS,** from 2016 to 2020, Orange County lost 72 lives to suicide²; and

48 **WHEREAS,** suicide and suicide attempts affect the health and well-being of friends, loved ones,
 49 co-workers, and the community; and

50

1 **WHEREAS**, every member of our community should understand that throughout life’s struggles
2 we all need the occasional reminder that we are all silently fighting our own battles; and
3

4 **WHEREAS**, Orange County chooses to publicly state and place its full support behind the 988
5 Suicide and Crisis Lifeline, local educators, mental health professionals, athletic coaches, pack
6 leaders, police officers, and parents as partners in supporting our community in simply being
7 available to one another; and
8

9 **WHEREAS**, all residents are encouraged to take the time to inquire as to the wellbeing of their
10 family, friends, and neighbors over the next few days and to genuinely convey their appreciation
11 for their existence by any gesture they deem appropriate;
12

13 **NOW THEREFORE**, we, the Orange County Board of Commissioners, do hereby proclaim
14 September 2022 as Suicide Prevention Month in Orange County, recognizing suicide as a
15 serious public health problem that can have long-lasting effects on individuals, families and
16 communities, that suicide is preventable, and that everyone can help by learning the warning
17 signs, promoting prevention and resilience, and making necessary social changes.
18

19 This the 20th Day of September 2022.
20

21 _____
22 Renee Price, Chair
23 Orange County Board of
24 Commissioners

25 ¹ NC DHHS (2022). Suicide and Self-Inflicted Injury Data; Injury and Violence Prevention Branch.
26 Accessed from <https://www.cdc.gov/suicide/facts/index.html>

27 ² NC DHHS (2022). Suicide Trends and Demographics; Suicide – Orange County, 5-year Rate; Accessed
28 from https://dashboards.ncdhhs.gov/t/DPH/views/NCVDRSDashboard/NC-VDRSDashboard?%3AshowAppBanner=false&%3Adisplay_count=n&%3AshowVizHome=n&%3Aorigin=viz_share_link&%3AisGuestRedirectFromVizportal=y&%3Aembed=y
29
30
31

32 A motion was made by Commissioner Fowler, seconded by Commissioner Hamilton, to
33 approve this proclamation and authorize the Chair to sign.
34

35 **VOTE: UNANIMOUS**
36

37 Quintana Stewart, Public Health Director, said the health department is well aware of the
38 suicide and mental health crisis in Orange County. She thanked the Board for adopting this
39 proclamation. She said she is sad to hear the walk is scheduled the same day as their joint
40 meeting with schools. She said the walk will be done in conjunction with colleagues in Durham
41 County. She said there will be 206 pairs of shoes representing the 72 deaths in Orange County
42 and those in Durham County from 2016-2020. She said the display is truly impactful and leaves
43 an impression on you. She said Rashad Miller will be the guest speaker and will provide his
44 testimony as a suicide survivor. She said the walk will take place Thursday, September 29 from
45 6:30-8:00 pm at the Lee Farm Park in Durham.
46

47 Commissioner Richards said she forgot to mention during her remarks that today is
48 National Voter Registration Day. She encouraged people to be informed and register.
49

50 **5. Public Hearings**

51 None.

1
2
3 **6. Regular Agenda**

4 **a. Authorization to Release a Request for Proposals for Strategic Planning Services and**
5 **Defining the Board's Role in the Selection Process**

6 The Board considered reviewing and authorizing the release of a Request for Proposals (RFP)
7 for a consultant to facilitate a comprehensive, Countywide Strategic Plan, and to define the role
8 the Board will serve in the consultant selection process.
9

10 **BACKGROUND:** At the Board's retreat in June 2022, the Board asked staff to draft an RFP for
11 a consultant to facilitate the development of a comprehensive, Countywide Strategic Plan. The
12 retreat was facilitated by Lydian Altman who serves as an Assistant Professor at the University
13 of North Carolina – Chapel Hill's School of Government. Professor Altman specializes in
14 consulting with elected and appointed leaders to create strategic plans, teaching leadership
15 topics, and facilitating retreats for governmental and nonprofit organizations and cross-sector
16 community groups to help them plan and work together to solve public problems. Professor
17 Altman provided guidance to the Board on the critical elements of a Strategic Plan and
18 facilitated a discussion about the Board's goals for the planning process.
19

20 **Scope of Services**

21 The scope of services for the plan (attached as Section 5 of the RFP) was designed to be
22 responsive to the goals articulated by the Board during the retreat and to include the critical
23 elements described in Professor Altman's presentation. Some of those goals included:
24

- 25 • Collecting broad based community input
- 26 • Using a big picture approach that ties all County initiatives together and aligns them
- 27 • Developing central set of goals to guide the Board at the policy level
- 28 • Creating a living document that can be responsive to changing conditions
- 29 • Defining how the Board will strategize and prioritize to achieve each goal
- 30 • Applying racial equity principles to all elements of the plan
- 31 • Serving as a communication tool that helps educate and engage the community
- 32 • Defining a clear vision for the future of the County
- 33 • Using data and trend analysis to inform the plan, especially demographic changes and
34 trends both locally and regionally
- 35 • Defining performance measures that can be tracked over time to ensure priorities are
36 met
37

38 The scope was also derived from a review of plans from other jurisdictions in North Carolina
39 such as Cabarrus County, Catawba County, Iredell County, Gaston County, Buncombe County,
40 Brunswick County, Wake County, and Durham County, as well as Fairfax County, Virginia. Of
41 those plans, four best reflected the goals of the Board:
42

43 Buncombe County:

44 <https://www.buncombecounty.org/governing/commissioners/strategic-plan/default.aspx>

45 Durham County:

1 <https://www.dcomanagingforresults.org/about-us/about-the-strategic-plan>

2 Gaston County:

3 <https://www.gastongov.com/970/FY21-23-Gaston-County-Strategic-Plan>

4 Fairfax County, VA:

5 <https://www.fairfaxcounty.gov/strategicplan/>

6
7 The Board's discussion on the scope of the plan will be used to refine the draft approach and
8 project elements.

9
10 **Scoring Criteria**

11 The RFP includes the criteria that will be used to score the written proposals. The proposed
12 scoring criteria is a customized version of the standard criteria used to score other proposals
13 submitted to the County for other services.

14

Criteria	Maximum Point Value
1. Vendor experience as it relates to the scope of services of the RFP.	15
2. Technical approach to the project and proposed tasks and timeline to complete work	25
3. Project organization as it relates to executing the scope of services	25
4. Vendor has the appropriate staffing and capacity to perform project	15
5. Total cost of proposed services (Section 4.2)	20
Total	100

15
16 The Board's discussion will be used to refine the criteria if needed and potentially revise the
17 point values.

18
19 **Timeline for Review and Selection**

20 If the Board authorizes the release of the RFP at the September 20 meeting, proposals would
21 be due in late October. The selection process would be conducted in mid-November through
22 early December. Contract negotiations would then take place during the month of December,
23 and a contract could be ready for Board approval in January. Once the project commences, the
24 planning process would occur over the next nine (9) to twelve (12) months.

25
26 **Board Participation in the Selection Process**

27 Unlike other vendor selection processes which are purely administrative in nature, the selection
28 of a consultant for the Strategic Plan could be different. The Board could choose to delegate
29 the selection process to staff or assign one to three Commissioners to participate in the
30 selection process. This process typically involves a two-week review of written submittals, a
31 meeting of the selection committee to discuss scoring, and interviews with a subset of vendors
32 most qualified to perform the work.

33
34
35 Travis Myren made the following PowerPoint presentation:

36 Slide #1

Agenda Item 6-a



Countywide Strategic Plan Scope and Consultant Selection Process

*Board of Orange County Commissioners
September 20, 2022*

1

1
2
3

Slide #2

Background

2016 Goals

- Goal 1: Ensure a community network of basic human services and infrastructure that maintains, protects, and promotes the well-being of all county residents.
- Goal 2: Promote an interactive and engaging system of governance that reflects community values.
- Goal 3: Implement planning and economic development policies which create a balanced, dynamic local economy, and which promote diversity, sustainable growth, and enhanced revenue while embracing community values.
- Goal 4: Invest in quality County facilities, a diverse work force, and technology to achieve a high performing County government.
- Goal 5: Create, preserve, and protect a natural environment that includes clean water, clean air, wildlife, important natural lands, and sustainable energy for present and future generations.
- Goal 6: Ensure a high quality of life and lifelong learning that champions diversity, education at all levels, libraries, parks, recreation, and animal welfare.

2

4
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Slide #3

Background

Social Justice Goals

- Goal 1: Foster a community culture that rejects oppression and inequity
- Goal 2: Ensure economic self sufficiency
- Goal 3: Create a safe community
- Goal 4: Establish sustainable and equitable land use and environmental policies
- Goal 5: Enable full civic participation

3

1
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Slide #4

Background

Environmental Goals

- Goal 1: Energy efficiency and waste reduction
- Goal 2: Clean or avoided transportation
- Goal 3: Environmentally preferable purchasing
- Goal 4: Resultant impact on natural resources and air quality

4

4
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6

1 Slide #5

2022 Retreat Discussion and Reflection

- Aspirations for Strategic Planning
 - Data informed
 - Community engagement
 - Racial equity principles
 - Big picture view
 - Alignment – other planning work and initiatives
 - Communication and public education
 - Measure progress
 - Change and adapt over time - living document



5

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8
Travis Myren said there is a lot of opportunity here for organizing. He said that includes ideas from what the Board expressed as aspirations during the retreat. He said that this can align and serve the county with a broad list of priorities. He said that as conditions change, this plan can be updated.

8 Slide #6

Draft Scope of Work

- Proposed Work Elements
 - Inclusive process
 - Data and trends: economic, social, environmental
 - Statistically valid Community Survey
 - Leverage for Comprehensive Plan Update
 - Outreach and Community Engagement
 - Two phases plus presentation of final work product
 - Employee engagement
 - Stakeholders
 - Subject matter experts



6

9

1 Travis Myren said that funds for updating the comprehensive plan were budgeted this
2 year. He said that one of the lessons learned from Buncombe County that was that the public
3 engagement for comprehensive planning and strategic planning had crossover public
4 engagement. He said that they need a statistically valid community survey. He said that it needs
5 to be grounded in as much social science as possible.
6

7 Slide #7

Draft Scope of Work

- Proposed Work Elements
 - Board of Commissioners Work Sessions
 - Facilitated discussions
 - Framework for Alignment
 - Long Term Recovery Plan
 - Racial Equity Plan
 - Facilities Master Plan
 - Transportation Plans
 - Framework for setting priorities
 - What factors to consider
 - How to make decisions

7

8
9

10 Slide #8

Draft Scope of Work

- Proposed Work Elements
 - Strategic Plan Work Product
 - Vision, mission, values
 - Goals and objectives in support of the above
 - Implementation Plan
 - Performance measurement – tracking progress
 - Communications Plan for final work product
 - Review, update, and maintain

8

11
12

1 Slide #9

Proposed Scoring Criteria

Criteria	Maximum Point Value
1. Vendor experience as it relates to the scope of services of the RFP.	15
2. Technical approach to the project and proposed tasks and timeline to complete work	25
3. Project organization as it relates to executing the scope of services	25
4. Vendor has the appropriate staffing and capacity to perform project	15
5. Total cost of proposed services (Section 4.2)	20
Total	100



9

2
3
4 Slide #10

Board's Role in Consultant Selection

- Potential Options to Consider
 - Delegate selection to staff team
 - Designate Chair and Vice Chair
 - Designate up to three (3) members

- Timeline

• Release RFP	September
• Selection process	mid-November
• Contract negotiation	December
• Board approval	January 2023
• Plan completion	by January 2024



10

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1 Slide #11

Manager's Recommendation

1. Authorize staff to release the Request for Proposals (Attachment A as modified by the Board) for a consultant to facilitate a comprehensive, Countywide Strategic Plan, and
2. Define the role the Board will serve in the consultant selection process.



11

2
3 Commissioner Greene said she had not thought of the strategic plan and comprehensive
4 plan in the same space. She asked him to speak more about that and what it might look like.

5 Travis Myren said he was specifically talking about overlapping some of the community
6 outreach efforts only.

7 Commissioner Greene asked if there is an overlap in time between the two plans.

8 Travis Myren said there may be, but timelines for both plans are not set in stone yet.

9 Chair Price asked when Cy Stober plans the comprehensive plan update and how long it
10 might take.

11 Cy Stober said he asked staff to draft to have an internal RFP ready for review by
12 December.

13 Commissioner Fowler asked what years the new comprehensive plan will cover.

14 Cy Stober said they are usually on a 25-30 year time scale.

15 Commissioner Fowler asked if the strategic plan would guide the Board, while the
16 comprehensive plan will focus on land use.

17 Travis Myren said the main difference is the amount of time each plan looks at, with the
18 strategic plan being short-term and the comprehensive plan having long-term outlooks.

19 Chair Price said the comprehensive plan is for development and works as a guide.

20 Commissioner Richards said she is pleased to see the opportunity to have the strategic
21 plan inform the comprehensive plan. She asked how the strategic plan will connect to the
22 advisory boards.

23 Travis Myren said it would be reasonable for the Board to ask the advisory boards to
24 help advance the goals of the plan.

25 Commissioner Richards said advisory boards could be leveraged for community
26 engagement as well.

27 Travis Myren said it would be the expectation that each departmental plan and advisory
28 board plan would inform and support the strategic plan.

29 Commissioner Richards asked about the parks and open space plan.

30 Travis Myren said the goal is for all of the plans to support priorities of strategic plan.

1 Chair Price asked about the scoring criteria and said that vendor staff capacity seems
2 more important than total cost, but there are more points for total cost. She asked the reasoning
3 for this.

4 Travis Myren said that these are only suggested point totals and can be rearranged.

5 Chair Price said she knows the cost is important but that it is important to have a well-
6 qualified vendor that produces a product they can use.

7 Travis Myren said the scoring criteria will get them to a short list of two or three
8 consulting terms, they will then be interviewed, and then a decision made based on a
9 combination of the two factors.

10 Commissioner Bedford said on purpose and background, she suggested that the word
11 "firm" be changed to "organizations" in the RFP. She said on page 13, a line could be added to
12 say "with the full support of the planning director." She said on page 15, where it discusses the
13 "in person presentations to BOCC..." it should also state that they need to have engagement in
14 the beginning, and it should have a review period of the draft by public and staff. She said she
15 thinks he captured everything they discussed at the retreat well. She asked if there is a way for
16 those who respond to the RFP to show different options of community engagement.

17 Travis Myren suggested a scalable community engagement.

18 Commissioner Bedford said some departments have to do mandated services. She said
19 she agrees with Chair Price on the score card and to put less weight on cost.

20 Commissioner Hamilton said she agrees with what she heard from colleagues to change
21 the scoring rubric to better reflect their values. She said that the framework should strive for
22 alignment with the other plans. She said the schools capital needs plan should also be included
23 in this.

24 Travis Myren said he will add that in specifically.

25 The Board agreed with changing the weights on the scoring rubric to focus on the
26 respondents' ability and experience more than the cost.

27
28 A motion was made by Commissioner Bedford, seconded by Commissioner Fowler, to
29 authorize staff to release the Request for Proposals, as amended, for a consultant to facilitate a
30 comprehensive, Countywide Strategic Plan.

31
32 **VOTE: UNANIMOUS**

33
34 The Board decided to wait to identify who will serve on the committee until
35 Commissioner McKee is present.

36 Travis Myren said as long as they have commissioners identified by mid-November that
37 would be fine.

38
39
40 **7. Reports**

41 **a. 2022-27 Orange County Master Aging Plan Presentation**

42 The Board received a presentation on the 2022-27 Orange county Master Aging Plan (MAP)

43 **BACKGROUND:** The 2022-27 Master Aging Plan (MAP) marks the fifth cycle of strategic
44 planning for the Orange County Department on Aging (OCDOA). This is the second MAP based
45 on the WHO / AARP Framework for an Age-Friendly Community (AFC). The AFC framework
46 contains eight (8) domains of livability that influence the quality of life for older adults: outdoor
47 spaces and buildings, transportation, housing, social participation, respect and social inclusion,
48 civic participation and employment, community support and health services, communication and
49 information.

50

1 In addition to those domains, several cross cutting issues were addressed throughout the MAP
2 process. Those included racial equity and the diversity of the older adult population; urban/rural
3 differences; on-going concerns related to the global pandemic, including social isolation; and
4 desire of the older adults in the community to be included in all solutions.

5
6 The goals, objectives, strategies and indicators represent 940 community survey respondents,
7 and the work of over 150 persons, including Orange County residents, County and town
8 leadership, healthcare systems, faith-based and non-profit services groups and older adult
9 advocates.

10
11 All of these stakeholders were involved at different times during the MAP's development,
12 beginning in summer 2021 with a community needs assessment survey, followed by nine (9)
13 community engagement events and seven (7) work groups that met over a ten week period, and
14 ending in spring 2022 with a period of public comment.

15
16 This MAP comes at a particularly crucial point in the history of Orange County. In 2020, 21% of
17 the population was age 60+, and by 2040 it will be 26%. This represents a 47.8% change in just
18 20 years, whereas children aged 0-17 years were 17% of the population in 2020, and in 2040
19 will decline to 15% of the population, representing a 4.5% change.

20
21 From 2010-18 Orange County's population grew by 12,325 residents, while its 65+ age group
22 grew by 7,575 residents. This means that 61.5% of Orange County's growth was from the
23 population 65+. Among peer counties, Orange County is second only to Chatham County
24 (64.5%) in the share of county growth driven by its 65+ age group. The share of growth in this
25 age group is substantially higher than the state (53.7%). The continued rise in the 60+
26 population reflects the crucial importance of why this MAP is needed to plan for programs and
27 services that will serve Orange County's diverse older adult population.

28
29 The success of the MAP depends on continued collaboration and community involvement over
30 the next five years. Through working together, the goal is to build capacity to support the aging
31 population and make Orange County a great place to age well.

32
33 In addition to guiding the County, this planning process has been shared with other
34 communities as a model for creating an aging plan for their communities.

35
36 Colin Austin, Vice-Chair of the Advisory Board on Aging, said he is proud of this work
37 and it is recognized as a national model.

38
39

1 Slide #1



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5

Janice Tyler identified those in the audience who have worked on this plan.

Slide #2



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Slide #3

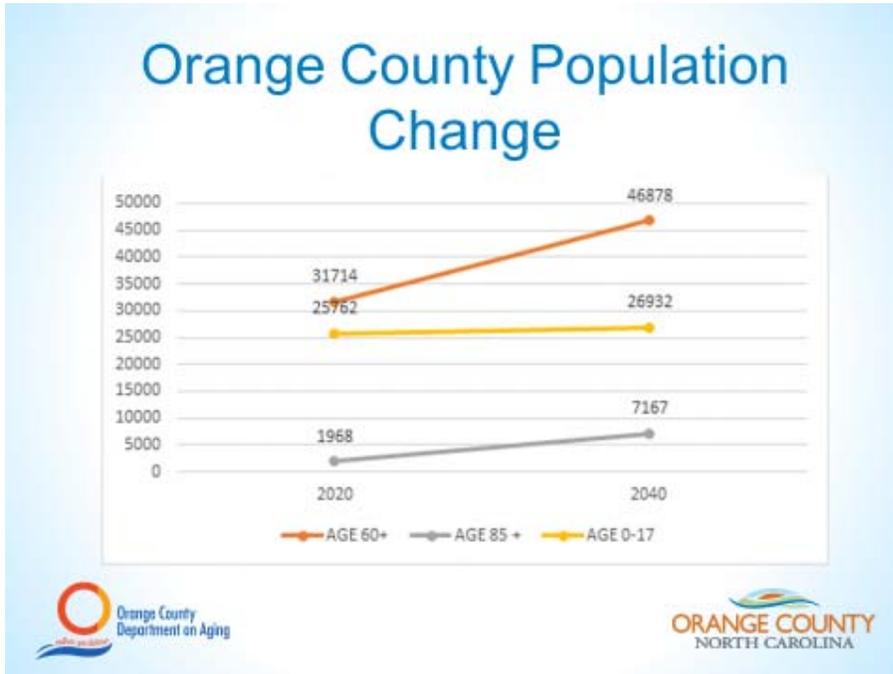
Orange County Population Change

AGES	2020		2040		% CHANGE (2020-2040)
	#	%	#	%	
Total	149,013		178,629		19.9%
0-17	25,762	17%	26,932	15%	4.5%
18-44	63,710	43%	71,838	40%	12.8%
45-59	27,827	19%	32,981	19%	18.5%
60+	31,714	21%	46,878	26%	47.8%
65+	22,639	15%	38,006	21%	67.9%
85+	1,968	1%	7,167	4%	264.2%

9

1 Janice Tyler said the aging population in Orange County is growing. She said that there
 2 has been a 41% change in just twenty years.

3
 4 Slide #4



5
 6 Janice Tyler said there is a diverse older adult population but there is a dire shortage of
 7 direct care workers. She said many of those aging want to be able to stay in Orange County and
 8 their homes to age in the community.

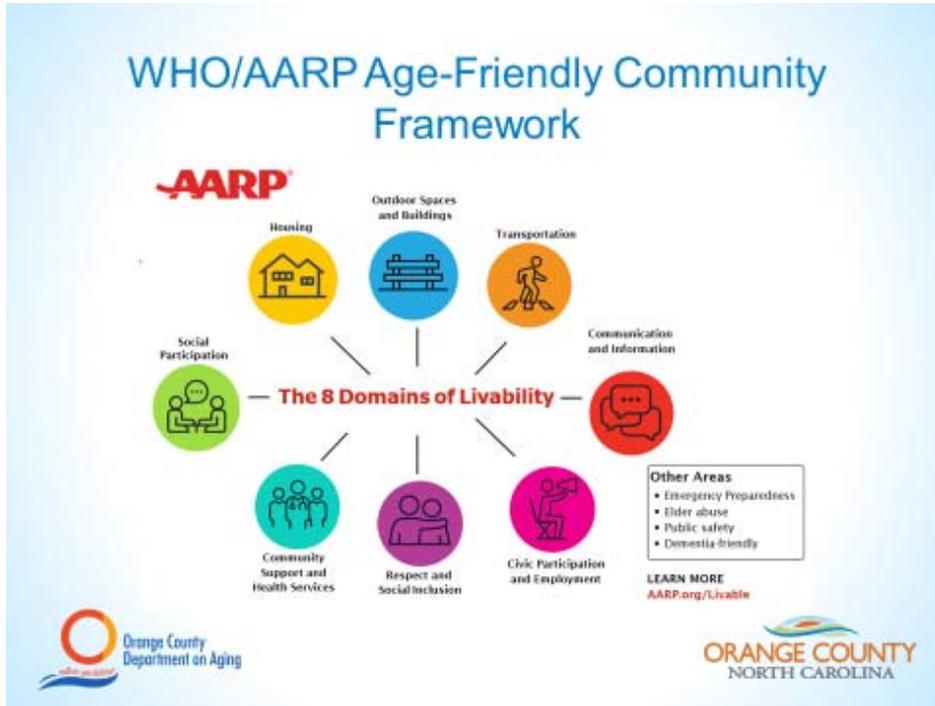
9
 10 Slide #5

Master Aging Plan Process

5 year community wide planning effort

1 Janice Tyler said they are celebrating over 20 years of this work and this was a five-year
 2 community wide planning effort. She said that staff report progress to her, to the Advisory Board
 3 on Aging quarterly, and to members of the steering committee twice per year.

4
 5 Slide #6



6 Janice Tyler said that an age-friendly community is inclusive, accessible, and supports
 7 all residents.

8
 9
 10 Slide #7

Commitment to Racial Equity

- One Orange
- GARE – Government Alliance for Race and Equity
- MAP Racial Equity Team

1 Janice Tyler said that those who worked on the plan received REI training.

2

3 Slide #8

Needs Assessment

- Surveys
- Community Engagement Events
Seymour Center (2); Passmore Center (2);
Hargraves Center; Efland-Cheeks Community
Center; Cedar Grove Community Center;
Rogers Road Community Center; virtual event
- Key informant interviews



4

5 Janice Tyler said the survey was offered both as hard copies and electronically. She
6 said it was provided in three languages. She said that 1,040 people responded to the survey.
7 She said that the purpose of key informant interviews was to generate ideas for improvements
8 and to foster collaboration.

9

10 Slide #9

Work Groups

- Outdoor Spaces & Buildings
- Transportation
- Housing
- Social Participation and Respect & Social
Inclusion
- Employment
- Community Support & Health Services
- Communication and Information

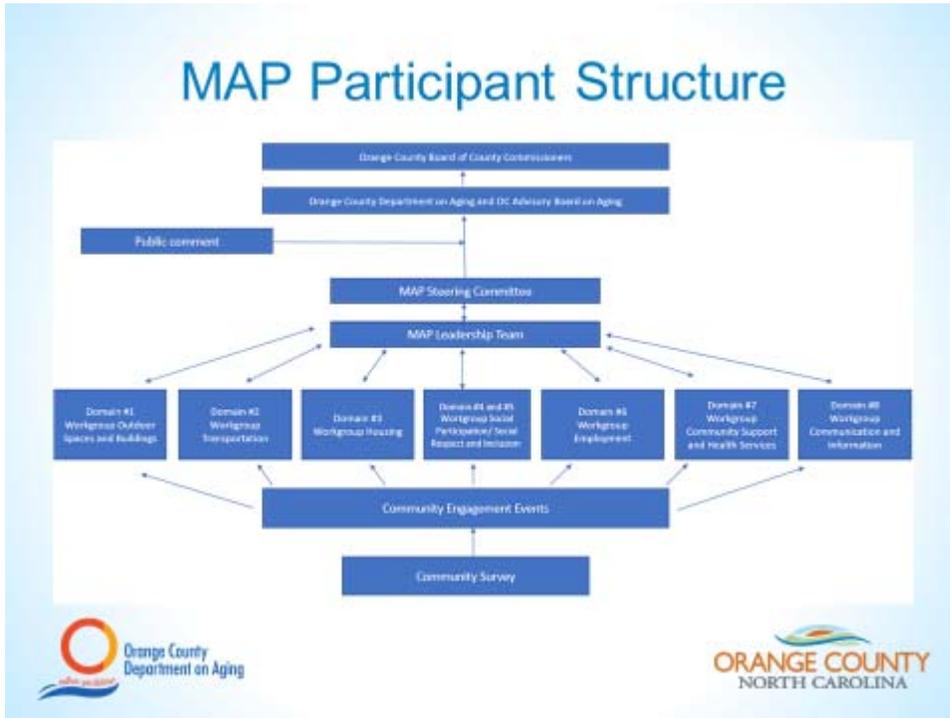


11

1 Janice Tyler said there were 153 work group members.

2

3 Slide #10



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6 Slide #11



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1 Slide #12

Cross-cutting issues addressed by all work groups

- Racial equity and diversity of the older adult population
- Urban/rural differences
- On-going concerns related to a global pandemic, including social isolation
- Including older adults in solutions



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Slide #13

Outdoor Spaces and Buildings

Goal: Optimize usability of outdoor spaces and buildings for older adults.



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Janice Tyler said there is an effort to increase access to small outdoor space with an emphasis on racially diverse communities.

Slide #14

Transportation

Goal: Increase access to and awareness of affordable, safe, and equitable mobility options for older adults in all parts of Orange County.



10

1 Janice Tyler said the goal is to increase awareness of travel options, door to door
2 transportation, and the capacity of volunteer driver program.

3
4 Slide #15

Housing

Goal: Improve choice, quality, affordability and stability of housing for older adults.

Orange County Department on Aging

ORANGE COUNTY NORTH CAROLINA

5
6 Janice Tyler said they want to expand the development of a wide array of housing
7 models and to increase the number and types of affordable housing options for rent and
8 ownership.

9
10 Slide #16

Social Participation

Goal: Promote diverse and accessible opportunities for participation and engagement of older adults age 55+.

Orange County Department on Aging

ORANGE COUNTY NORTH CAROLINA

11
12
13

1 Slide #17

Respect and Social Inclusion

Goal: Uphold all older adults ages 55+ as valuable members and provide equitable resources for the community.

Orange County Department on Aging

ORANGE COUNTY NORTH CAROLINA

2
3 Janice Tyler said the focus is on creating a community that is inclusive and welcoming to
4 all members of the community.

5
6 Slide #18

Employment

Goal: Connect older adults with resources that help them achieve their diverse employment and career transition goals.

Orange County Department on Aging

ORANGE COUNTY NORTH CAROLINA

7
8 Janice Tyler said that this goal will help match job seekers with employers. She said they
9 can also work with community partners to create job skills training to increase the possibility of
10 future work.

11
12

1 Slide #19

Community Support and Health Services

Goal: Ensure the community has accessible and affordable resources to support individual health and well-being goals throughout the aging process.

Orange County Department on Aging

ORANGE COUNTY NORTH CAROLINA

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Janice Tyler said that this goal will work to advocate for mental health services and affordable health care. She said that there is also a need to address issues of food insecurity and end of life planning.

7 Slide #20

Communication and Information

Goal: Awareness of and access to available services and supports for older adults and their families will increase for everyone.

Orange County Department on Aging

ORANGE COUNTY NORTH CAROLINA

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11

Janice Tyler said that this goal will expand outreach to racially diverse communities and increase non-electronic communications.

1 Slide #21



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Slide #22



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Janice Tyler said they have either completed or made progress on nearly 90% of goals.

Slide #23



9

1 Chair Price said the index in the plan is incredible.

2 Janice Tyler said that Melissa Blackburn with Community Relations did an awesome job
3 with the design and look of the plan.

4 Commissioner Bedford said this is a wonderful document and she is lucky to live in
5 Orange County where this has been planned for so long. She asked what a hoarding task force
6 is.

7 Janice Tyler said it is exactly what Commissioner Bedford thinks. She said it is even
8 more of an issue since the pandemic. She said other communities have done this as well. She
9 said county staff would work with town staff and other community partners on this.

10 Commissioner Fowler said this a beautifully laid out and organized plan. She said this is
11 the perfect example of community planning. She said she appreciates highlighting universal
12 design, as well as inclusion across ages, race, and ethnicity. She said she is glad to live in a
13 place that cares this deeply.

14 Commissioner Hamilton also thanked Janice Tyler for her work. She said this is
15 applicable to herself and in her work. She said she just went to a hoarding education recently
16 asked her to include mental health providers in hoarding task force.

17 Janice Tyler said that mental health workers will absolutely be included and that she has
18 already reached out to Alliance.

19 Commissioner Richards said the matrix in the plan is incredible and commended her for
20 evaluating each element of the past plan. She said to have over one hundred work group
21 members is very impressive. She said these are the people who need to be included. She
22 asked how they felt about the community engagement part.

23 Janice Tyler said she was disappointed there wasn't a good turnout but this was during
24 the pandemic, so it is not surprising.

25 Commissioner Greene commended Janice Tyler on her work.

26 Chair Price she is proud of the work and that she brags about this plan at national
27 committees. She said she was impressed that this effort is intergenerational.

28 Janice Tyler said the matrix will be attached to the Advisory Board on Aging meeting
29 notices quarterly in attempts to hold themselves accountable.

30
31

32 **8. Consent Agenda**

33

- 34 • Removal of Any Items from Consent Agenda
- 35 • Approval of Remaining Consent Agenda
- 36 • Discussion and Approval of the Items Removed from the Consent Agenda

37

38 A motion was made by Commissioner Fowler, seconded by Commissioner Bedford, to
39 approve the consent agenda.

40

41 **VOTE: UNANIMOUS**

42

43 **a. Minutes**

44 The Board approved the draft minutes for the June 23, 2022 Retreat and August 1, 2022
45 Special Meeting.

46 **b. Acceptance of NC Agricultural Development and Farmland Preservation Trust Fund** 47 **Grant – Poteat Family Farm**

48 The Board accepted a grant from the North Carolina Agricultural Development and
49 Farmland Preservation Trust Fund (NCADFP) toward the acquisition of a conservation
50 easement on the Poteat Family Farm.

1 **c. Amendment to the Water and Sewer Facilities Agreement with the Town of**
 2 **Hillsborough**

3 The Board approved an amendment to the Water and Sewer Facilities Agreement with the
 4 Town of Hillsborough to clarify terms and extend the agreement through December 31, 2022
 5 to preserve the County's water and sewer capacity reservations while new agreements are
 6 created to provide water and sewer service to the Hillsborough Economic Development
 7 District (EDD).

8 **d. Advisory Boards and Commissions - Appointments**

9 The Board approved the Boards and Commissions appointments as reviewed and
 10 discussed during the September 13, 2022 Work Session.

11
 12 **9. County Manager's Report**

13 Bonnie Hammersley reviewed the agenda for the following Thursday's joint meeting with
 14 the school boards.

15
 16 **10. County Attorney's Report**

17 John Roberts said the legislature is continuing to meet in the short session and is
 18 continuing to discuss Medicaid expansion, but there has not been much headway.

19
 20 **11. *Appointments**

21 None.

22
 23 **12. Information Items**

- 24 • September 6, 2022 BOCC Meeting Follow-up Actions List
- 25 • Memorandum - Electric Vehicle Charger Suitability Analysis – A Collaborative Planning
 26 Project with Orange County, Town of Chapel Hill, Carrboro, Hillsborough and UNC
- 27 • Memorandum - Needs-Based Public School Capital Fund Grant Application
- 28 • Memorandum - Blackwood Farm Park Phase II - Construction Information Update

29
 30 Commissioner Greene thanked the manager for including the Blackwood Farm Park
 31 Phase II update in the Information Items.

32 Bonnie Hammersley said they will be planning the ribbon cutting soon.

33
 34 **13. Closed Session**

35 None.

36
 37 **14. Adjournment**

38 A motion was made by Commissioner Greene, seconded by Commissioner Bedford, to
 39 adjourn the meeting at 8:54 p.m.

40
 41 **VOTE: UNANMIOUS**

42
 43
 44 Renee Price, Chair

45
 46
 47 Recorded by Tara May, Deputy Clerk to the Board

48
 49 Submitted for approval by Laura Jensen, Clerk to the Board.

ORD-2022-025

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2022

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

SUBJECT: Fiscal Year 2022-23 Budget Amendment #2

DEPARTMENT: Finance and Administrative Services

ATTACHMENT(S):

Attachment 1. Year-to-Date Budget
Summary

INFORMATION CONTACT:

Kirk Vaughn, (919) 245-2153
Gary Donaldson, (919) 245-2453

PURPOSE: To approve budget, grant, and capital project ordinance amendments for Fiscal Year 2022-23.

BACKGROUND:

Health Department

1. The Health Department has received additional funding for the following items:
 - **Communicable Disease Pandemic Recovery** – The Health Department has received an additional \$215,667 to expand communicable disease surveillance, detection, control, and prevention activities to address the COVID-19 public health emergency and other communicable disease challenges impacted by the COVID-19 public health emergency. Funds will be used for non-permanent salaries, training for staff, community support and education, operating expenses, data infrastructure projects, and infection control equipment.
 - **Reopening Schools Health Liaison** – The Health Department has received \$115,000 in funding from a federal pass through grant from the Centers for Disease Control and Prevention to hire Public Health School Health Liaisons in support of safe, in-person instruction in kindergarten through grade 12 schools. Funding will be used for staff time for the coordination of COVID-19 screening, testing, and vaccine administration and other mitigation efforts in the school systems.
 - **American Rescue Plan Act (ARPA) COVID-19 School Health Team Workforce** – The Health Department has received \$164,360 in funding from a federal pass through grant to support school-based health program workforce development. Funding can be used to supplement salaries, to improve retention, recruiting, creating, and hiring of new student-serving positions to fill gaps in the school-based health team, and/or contracting for the positions to fill gaps in the team to provide other school health program activities. Funding will also cover staff cost for management of the partnership, management of the funding, and state reporting.
 - **COVID-19 Vaccination Program** – The Health Department has received \$33,279 in additional federal pass-through funding to support the Covid-19 pandemic

response. Funding will be used to support salaries for staff working the vaccine clinics.

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.

Department on Aging

2. The Department on Aging has received a donation of \$10,000 from UNC Healthcare to be used for wellness supplies in the Senior Health Coordination annual grant fund. This budget amendment provides for the receipt of these funds in the Annual Grant Fund, outside of the General Fund.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goals 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.

Department of Social Services

3. The Department of Social Services (DSS) has received the following revenues:
 - **Low-Income Household Water Assistance Program (LIHWAP)** – The department has received an additional allocation from the State to provide water payment assistance to low income households. The program will run from June 2022 to May 2023, and the County will receive \$17,884 for direct payments and administrative support for this program.
 - **Toy Chest** – The department has received \$23,710 in donations for the annual toy drive. This amendment authorizes the receipt of these donations in the DSS Client Enhancement Fund, outside of the General Fund.
 - **Cardinal Innovations** – The department has received an additional \$100,180 in funding from Cardinal Innovations to support children in the custody of the County for a broad range of services. This amendment authorizes these expenditures in the DSS Client Enhancement Fund, outside of the General Fund.
 - **SSI/SSDI Outreach, Access, and Recovery (SOAR) Technical Amendment** – DSS is transferring the SSI/SSDI Outreach, Access and Recovery (SOAR) position to the Housing Department to improve coordination between that position and the other outreach programs of the Housing Department.

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: 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.

County Manager's Office

4. The Arts Commission has received the following revenues:

- **State Arts Grant** – The Orange County Arts Commission (OCAC) has received \$14,081 in additional State Arts Grant Funds. Funds are to be granted to top scoring Grassroots applicants who are 501(c)(3) arts organizations. These funds are authorized in the Visitors Bureau Fund, outside of the General Fund.
- **Technical Assistance Grant** – The Arts Commission has received \$2,500 in a technical assistant grant from the State Arts Grant fund. These funds allow the OCAC director to attend the 2022 Kennedy Center Leadership Accessibility in the Arts Conference and take part in a statewide accessibility cohort through Arts Access. These funds are authorized in the Visitors Bureau Fund, outside of the General Fund.
- **Donations** – The board of the Orange County Arts Alliance (OCAA), the 501(c)(3) fundraising arm of the Arts Commission, has authorized the allocation of \$19,000 towards supporting the programmatic expenses of the Arts Commission. These funds were raised through private donations and fundraisers. These funds are authorized in the Visitors Bureau Fund, outside of the General Fund.
- **Special Appropriation State Arts Grant** – The Arts Commission has received an American Rescue Plan Act (ARPA) grant through the State's Grassroots Arts program. The division will allocate \$35,656 of that grant to provide grants funds to top scoring 501(c)(3) arts organizations. These funds will be authorized in the Multi-year Grant Fund outside of the General Fund, and amends the following grant ordinance:

Grassroots Arts ARPA Grant (\$35,656) - Project #96060

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Grant Revenue	\$35,655	\$35,656	\$71,311
Donations	\$24,206	\$0	\$24,206
Total Project Funding	\$59,861	\$35,656	\$95,517

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Arts Grant Expenditures	\$59,861	\$35,656	\$95,517
Total Costs	\$59,861	\$35,656	\$95,517

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.

Capital Projects

5. The County has accumulated \$166,098 in insurance reimbursements for vehicle replacements over the past several years. It is proposed this revenue be authorized in the Vehicle Replacement Capital Project to replace older vehicles in the fleet with newer hybrid/electric options. This amends the following capital ordinance in the County Capital Fund, outside of the General Fund:

Vehicle Replacements (\$166,098) - Project # 30010

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022- 23 Revised
Insurance Proceeds	\$0	\$116,098	\$116,098
Transit Tax Proceeds	\$223,400	\$0	\$223,400
Grant Funding	\$2,666,549	\$0	\$2,666,549
Alternative Financing	\$6,536,438	\$0	\$6,536,438
Contribution From Hillsborough	\$9,000	\$0	\$9,000
Total Project Funding	\$9,435,387	\$116,098	\$9,551,485

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022- 23 Revised
Expenditures	\$9,435,387	\$116,098	\$9,551,485
Total Costs	\$9,435,387	\$116,098	\$9,551,485

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

- **ENERGY EFFICIENCY AND WASTE REDUCTION**

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

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

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

Housing Department

6. The Housing Department has received notification of \$132,000 in grant funds from the North Carolina Housing Finance Agency (NCHFA) to be used toward the Urgent Repair Program. The required County match of \$40,000 is being transferred from available funds within the same Community Development Fund. The Urgent Repair Program will assist 14 homeowners with home repairs and rehabilitation. Eligibility for the program depends on household income, with income limits set at 50% of the County's Area Median Income, as well as qualifying as a household with special needs including people age 62 and older, single parents, large families with 5 or more household members, children with lead hazards present in the home, as well as emergency cases. This budget amendment provides for the receipt and appropriation of these additional funds, and establishes the following 2022 NCHFA Urgent Repair Grant Project Ordinance:

NCHFA Urgent Repair Grant 2022 (\$172,000) - Project # 47454

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Transfer from General Fund	\$0	\$40,000	\$40,000
Grant Funding	\$0	\$132,000	\$132,000
Total Project Funding	\$0	\$172,000	\$172,000

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
NCHFA Grant Expenditures	\$0	\$172,000	\$172,000
Total Costs	\$0	\$172,000	\$172,000

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.

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

FINANCIAL IMPACT: Financial impacts are included in the background information above. This budget amendment provides for the receipt of these additional funds in FY 2022-23 and increases the General Fund by \$546,190, increases the Grants Fund by \$35,656, increases the Visitors Bureau Fund by \$35,581, increases the County Capital Fund by \$166,098, increases the DSS Client Enhancement Fund by \$123,890, increases the Annual Grants Fund by \$10,000, and increases the Community Development Fund by \$132,000.

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

Year-To-Date Budget Summary

Fiscal Year 2022-23

Fund Budget Summary	General Fund	Grants Fund	Section 8 (Housing Fund)	Community Development Fund	Visitors Bureau Fund	County Capital	DSS Client Enhancement Fund	Annual Grants Fund
Original Budget (excluding fund balance appropriation)	\$255,500,691	\$403,372	\$4,762,156	\$1,368,852	\$2,201,691	\$10,612,009	\$0	\$159,216
Additional Revenue Received Through Budget Amendment #2 (October 18, 2022)								
Grant Funds	\$1,929,181	\$523,549	\$205,838	\$132,000	\$17,761	\$325,091	\$100,180	20,000
Non Grant Funds	\$219,175					\$166,098	\$52,145	
Fund Balance for Anticipated Appropriations (i.e. Encumbrances)								
Fund Balance Appropriated to Cover Anticipated and Unanticipated Expenditures	\$2,608,888							
Total Amended Budget	\$260,257,935	\$926,921	\$4,967,994	\$1,500,852	\$2,219,452	\$11,103,198	\$152,325	\$179,216
Dollar Change in 2022-23 Approved Budget	\$4,757,244	\$523,549	\$205,838	\$132,000	\$17,761	\$491,189	\$152,325	\$20,000
% Change in 2022-23 Approved Budget	1.86%	129.79%	4.32%	9.64%	0.81%	4.63%	100.00%	12.56%

Authorized Full Time Equivalent Positions

Original Approved Full Time Equivalent Positions (includes Permanent and Time Limited)	983.505	5.000	5.950	10.000	7.000	0.000	0.000	1.000
Changes to Full Time Equivalent Positions	2.700							
Total Approved Full-Time-Equivalent Positions for Fiscal Year 2022-23	986.205	5.000	5.950	10.000	7.000	0.000	0.000	1.000

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2022

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

SUBJECT: Amendment to the 2020 Eno Haw Regional Hazard Mitigation Plan

DEPARTMENT: Emergency Services

ATTACHMENT(S):

1. Amendment Resolution
2. Amendment One - Attachment A - Amended Plan

INFORMATION CONTACT:

Sarah Pickhardt, (919) 245-6135
Christopher Sandt, (919) 245-2583

PURPOSE: To approve a resolution amending the 2020 Eno Haw Regional Hazard Mitigation Plan.

BACKGROUND: In 2020, the Orange County Board of Commissioners formally adopted the 2020 Eno Haw Regional Hazard Mitigation Plan. This plan identifies natural and man-made threats and hazards to the community and identifies solutions to lessen the impacts of these disasters.

The Federal Emergency Management Agency has allocated over \$2.3 billion to the Building Resilient Infrastructure in Communities (BRIC) and \$800 million to the Flood Mitigation Assistance (FMA) programs. The Orange County Planning and Inspections Department and the Emergency Services Department – Emergency Management Division have identified point repairs to the Lake Orange Spillway as a potential project for these grant programs. As such, this initiative will need to be incorporated into the 2020 Eno Haw Regional Hazard Mitigation Plan.

FINANCIAL IMPACT: There is no financial impact associated with amending the 2020 Eno Haw Regional Hazard Mitigation Plan.

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 and authorize the Chair to sign the resolution approving the amendment to the 2020 Eno Haw Regional Hazard Mitigation Plan.

ORANGE COUNTY BOARD OF COMMISSIONERS

RESOLUTION

2020 Eno Haw Regional Hazard Mitigation Plan Amendment

WHEREAS, Orange County is vulnerable to an array of natural hazards that can cause loss of life and damage to public and private property; and

WHEREAS, Orange County desires to seek ways to mitigation situations that may aggravate such circumstances; and

WHEREAS, Orange County has identified point repairs to the Lake Orange spillway as additional infrastructure to limit the impacts of natural hazards to our community; and

WHEREAS, we, the Orange County Board of Commissioners, formally adopted the Eno Haw Regional Hazard Mitigation Plan in 2020;

NOW, THEREFORE, BE IT RESOLVED, that the Orange County Board of Commissioners:

1. Adopts Amendment One, Attachment A, to the Eno Haw Regional Hazard Mitigation Plan;
2. Agrees to take such other official action as may be reasonably required to carry out the proposed project to the extent that such are eligible under the Federal Emergency Management Agency's Flood Mitigation Assistance Grant program; and
3. Agrees to incorporate the salient points of this amendment into the next update of the Orange County Annex M to the Eno Haw Regional Hazard Mitigation Plan.

BE IT FURTHER RESOLVED, by the Orange County Board of Commissioners that this resolution shall take effect immediately upon its adoption.

Approved this 18th Day of October, 2022.

Renée Price, Chair
Orange County Board of Commissioners

Amendment One - Attachment A

SECTION 7: MITIGATION ACTION PLANS

Table 7.12 – Mitigation Action Plan, Orange County

Action #	Action Description	Hazard(s) Addressed	Goal & Objective Addressed	Priority	Lead Agency / Department	Potential Funding Source	Implementation Timeline	2020 Status	2020 Implementation Status Comments
Prevention									
P-1	Continue implementation of the Orange County 2030 Comprehensive Plan	All Hazards	1.1	Moderate	Orange County Planning and Inspections Department	General Fund (existing staff salaries)	2020-2025	Carried Forward	This action is in progress and Orange County Planning staff continues to implement the 2030 Comprehensive Plan. Updates to the Comprehensive Plan may take place within the next 5 years or may result from the 2020 Census, however, at this time staff is not positive if/when that may actually occur.
P-2	Continue participation in the Community Rating System (CRS) and annual recertification in order to increase public safety, reduce property damage, avoid economic loss, and allow for a decrease in flood insurance premiums for Orange County residents.	Flood, Hurricane and Tropical Storm	1.1	High	Orange County Planning and Inspections Department	General Fund (existing staff salaries)	2020-2025	Carried Forward	For 2015 the Orange County CRS rating was an 8. Since 2016 the CRS rating for Orange County has been a 6. Last recertification date was September 16, 2019.
P-3	Continue to enforce floodplain regulations through the county's Special Flood Hazard Area (SFHA) Overlay District contained within the Orange County Unified Development Ordinance and continue training efforts for the Certified Floodplain Manager (CFM).	Flood, Hurricane and Tropical Storm	1.2	High	Orange County Planning and Inspections Department	General Fund (existing staff salaries)	2020-2025	Carried Forward	Orange county continues to enforce floodplain regulations through the County's Special Flood hazard Area Overlay District contained within the Orange county Unified Development ordinance. Michael Harvey is the Orange County Floodplain Manager and he is credentialed as a Certified Floodplain Manager (CFM) as of 2009.
P-4	Continue to collaborate and support municipal mitigation strategies	All Hazards	3.2	Moderate	Orange County Emergency Services	General Fund (existing staff salaries)	2020-2025	New	
P-5	Engage in assessments of local supply chain resiliency for critical commodities	Drought	3.1	Moderate	Orange County Emergency Services; Orange County Sustainability	General Fund (existing staff salaries)	2020-2025	New	
P-6	Continue to develop, review, update, and implement recommendations in local and regional plans to improve the reliability, redundancy, and resiliency of water resources (water, wastewater, reclaimed water).	All Hazards	3.1	Moderate	OWASA, Orange County Planning and Inspections Department	CIP and Operating Budgets	2020-2025	New	
Property Protection									
PP-1	Continue enforcement of the North Carolina State Building Code.	All Hazards	1.2	High	Orange County Planning and Inspections Department	General Fund (existing staff salaries)	2020-2025	Carried Forward	Currently operating under the 2018 edition of the NC State Building Codes and 2017 edition of the National Electrical Code. Updated every 6 years and next scheduled update is January 2025.
PP-2	Continue participation in the National Flood Insurance Program (NFIP) to reduce the impact of a future flood event, mitigate effects of flooding, and allow citizens to be eligible for affordable flood insurance.	Flood, Hurricane and Tropical Storm	1.2	High	Orange County Planning and Inspections Department	General Fund (existing staff salaries)	2020-2025	Carried Forward	Orange County has expanded its mapping and public outreach program. We will prohibit development in the floodway/special flood hazard area and require buffers (Per Section 6.13 of the UDO) from the 1% annual area of inundation (buffers range from 65ft to 80ft based on slope. No setbacks have been noted.
PP-3	Identify potential flood hazards of critical infrastructure and mitigation measures to address.	Flood, Hurricane, Tropical Storm	4.2	High	OWASA	CIP and Operating Budgets	2020-2025	New	
PP-4	Explore expanding situational awareness tools and strategies for increased monitoring of local hazards such as installation of additional stream gauges	All Hazards	2.2	Moderate	Emergency Services, OWASA	General Fund (existing staff salaries)	2020-2025	New	

SECTION 7: MITIGATION ACTION PLANS

Action #	Action Description	Hazard(s) Addressed	Goal & Objective Addressed	Priority	Lead Agency / Department	Potential Funding Source	Implementation Timeline	2020 Status	2020 Implementation Status Comments
Natural Resource Protection									
NRP-1	Strive to ensure future development occurs in a manner that protects floodplains, streams, wetlands, and other natural features which work to reduce flood hazard susceptibility and continue to enforce existing regulations pertaining to stormwater management and erosion control standards contained within the Orange county Unified Development Ordinance.	Flood, Hurricane and Tropical Storm	1.1	High	Orange County Planning and Inspections Department	General Fund (existing staff salaries)	2020-2025	Carried Forward	<p>The County enforces floodplain development regulations and riparian/floodplain buffers standards exceeding minimum FEMA model ordinance and State riparian buffer requirements.</p> <p>The County prevents development activities (i.e. grading, placement of fill material, etc.) within SFHAs and requires preservation of a floodplain buffer, measured from the edge of the 1%-annual area of inundation. This 'floodplain buffer' is required to be preserved in its natural state to assist with the natural infiltration of storm water runoff and serve as an overall flood control measure. The size of the buffer, which is based on the slope of the subject property, can range anywhere from 65 ft. to 80 ft.</p> <p>With respect to the County's storm water and erosion control programs, the County pushes development projects to adhere to low impact storm water design principles where practical and design erosion control basins in key critical watershed areas to the 25 year storm event.</p>
Structural Projects									
SP-1	Explore the possibility of retrofitting critical facilities to harden against high winds and lightening.	All Hazards	4.2	Moderate	Emergency Services, Asset Management	Unified hazard Mitigation Assistance (UHMA)	2020-2025	Carried Forward	Asset Management (AMS) staff worked with an architect (Jim Stumbo) in the Spring of 2018 and before to explore hardening the ES center. This produced drawings and specs which formed the basis for a grant application to the NC 9-1-1 Board for funding to create a hardened, updated, and more secure "Orange County Resilient PSAP" built to withstand wind speeds of up to 150 MPH. This was submitted on June 15th, 2018 but was not funded. AMS staff is currently exploring the possibility of hardening a new Emergency Services Substation in Efland.
SP-2	Conduct a cost-benefit review during the planning and design phase of construction of new government owned facilities or critical facilities to determine the feasibility of equipping the facility with back-up generators, lightening protection, high wind protection, and/or 361 compliant tornado shelters.	All Hazards	4.2	Moderate	Emergency Services, Asset Management	Unified hazard Mitigation Assistance (UHMA)	2020-2025	Carried Forward	This is being completed on a case-by-case basis with each new facility and major retrofit.
SP-3	Continue to identify and explore possibility of improving or retrofitting existing critical facilities with on site energy generation.	All Hazards	4.2	Moderate	Emergency Services, Asset Management, OWASA	Unified hazard Mitigation Assistance (UHMA)	2020-2025	New	
SP-4	Conduct spillway stabilization to Lake Orange Dam through point repairs.	Flooding, Severe Weather, Hurricane and	4.2	Moderate	Emergency Services, Planning and Inspections	Flood Mitigation Assistance (FMA)	2022-2025	New	
Emergency Services									

SECTION 7: MITIGATION ACTION PLANS

ES-1	Identify and implement strategies to increase swift water rescue capacity.	Flooding, Severe Weather, Hurricane and Tropical Storm	2.2	Moderate	Emergency Services	Emergency Management Performance Grant (EMPG)	2020-2025	New	
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SECTION 7: MITIGATION ACTION PLANS

Action #	Action Description	Hazard(s) Addressed	Goal & Objective Addressed	Priority	Lead Agency / Department	Potential Funding Source	Implementation Timeline	2020 Status	2020 Implementation Status Comments
ES-2	Engage with regional stakeholders in comprehensive emergency response planning including Complex Coordinated Terror Attack response and Mass Casualty Incident response planning.	All Hazards	3.2	Moderate	Emergency Services	General Fund (existing staff salaries)	2020-2025	New	
Public Education & Awareness									
PEA-1	Provide education and outreach to Orange County residents in multiple languages in order to increase awareness of natural hazard potential in the county and maintain a link to the Eno-Haw Regional Hazard Mitigation Plan on Orange County's Website.	All Hazards	2.1	Moderate	Orange County Planning and Inspections Department; Emergency Services	General Fund (existing staff salaries)	2020-2025	Carried Forward	Revised to pursue outreach in multiple languages. Orange County continues to host and sponsor the Community Emergency Response Team (CERT) training. Since 2015, Orange County has hosted 8 CERT Basic Training Courses. In 2018, Orange County hosted a FEMA Community Mitigation Workshop to educate residents about mitigation options. In 2018-2019, Emergency Services staff worked with both Chamber of Commerces to develop and host 6 business emergency preparedness workshops. Also in 2018, the Orange County Health and Emergency Services Departments partnered to deliver 4 preparedness workshops to the limited English proficiency community. These workshops included take home preparedness kits for participants. Orange County EM continues to utilize social media and other platforms to inform and educate residents of natural hazards.
PEA-2	Engage in regional events, activities, and training opportunities related to natural hazards in order to improve communication, enhance, partnerships, and improve planning efforts with other local jurisdictions.	All Hazards	3.2	Moderate	Emergency Services	General Fund (existing staff salaries)	2020-2025	Carried Forward	Orange County participated in the Triangle Regional Resilience Assessment-2018
PEA-3	Strive to improve communication and outreach in multiple languages to Orange County residents before, during, and after hazard weather event with the county's website, press releases, social media accounts, and the OC Alerts system in order to keep residents informed and improve public safety in and around the county.	All Hazards	2.1	Moderate	Emergency Services	General Fund (existing staff salaries)	2020-2025	Carried Forward	Revised to pursue outreach in multiple languages. Orange County upgraded the website hosting and design vendor in August of 2018 from Revive to CivicPlus. Distribution of press releases was also changed from IContact to CivicSend in August 2018. Participating in Nextdoor, text 911, implemented citizen self reporting, hosted a FEMA Community Mitigation Workshop, Continually holding CERT classes and assisting in facilitating their success.
PEA-4	Provide staff support and information on Orange County's website to provide education and assistance to residents experiencing floodplain, stormwater, and erosion control issues.	Flood, Hurricane and Tropical Storm	2.1	Moderate	Orange County Planning and Inspections Department; Emergency Services	General Fund (existing staff salaries)	2020-2025	Carried Forward	Updated information was posted at http://www.orangecountync.gov/1309/Floodplain-Information

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT
Meeting Date: October 18, 2022**

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

SUBJECT: Orange County Vision Zero Policy and Complete Street Policy

DEPARTMENT: Orange County Transportation Services

ATTACHMENT(S):

1. Vision Zero Policy Resolution
2. Complete Street Policy Resolution

INFORMATION CONTACT:

Nishith Trivedi, Transportation Director,
919-245-2007

PURPOSE: To approve resolutions adopting the Orange County Vision Zero Policy and Complete Street Policy.

BACKGROUND: The United States Department of Transportation (USDOT) recently released the funding notice for the new Safe Streets and Roads for All (SS4A) Grant Program to support regional, local, and Tribal initiatives to prevent roadway deaths and serious injuries. In order for the Orange County to position itself to apply for future safety action plan implementation funding, official public commitments (e.g., resolution, policies, ordinances, etc.) are required.

OUTBoard Recommendation:

September 21, 2022 – The OUTBoard unanimously recommended the BOCC approve the Orange County Vision Zero Policy and the Complete Street Policy by resolution, with minor additions.

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

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: The following Orange County Environmental Goal is applicable to 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.

RECOMMENDATIONS: The Manager recommends Board approve the resolutions for the Orange County Vision Zero Policy and Complete Street Policy.

ORANGE COUNTY BOARD OF COMMISSIONERS**RESOLUTION****FOR THE ADOPTION OF A VISION ZERO POLICY
TO ELIMINATE FATALITIES AND SERIOUS INJURIES THAT RESULT FROM
CRASHES WITHIN THE ORANGE COUNTY AREA BY YEAR 2050**

The motion to approve the following resolution was offered by _____ and seconded by _____ and upon being put to a vote was duly adopted.

WHEREAS, hundreds of crashes occur in the County each year, resulting in fatalities and serious injuries; and

WHEREAS, the number of people dying and suffering serious injuries on our streets is a serious public health problem which necessitates public action; and

WHEREAS, crash reduction efforts necessitate a comprehensive and specific approach to street planning, design, policy, enforcement, legal processes, education, and communication; and

WHEREAS, crashes that result in death or serious injury are not inevitable but largely preventable; and

WHEREAS, Orange County acknowledges the importance of everyone traveling safely within their communities and that the only acceptable goal is to eliminate traffic-related fatalities and serious injuries, while increasing safe, healthy, and equitable mobility for all; and

WHEREAS, a commitment to Vision Zero is a commitment to saving lives and ensuring equitable investment in the safety needs of underserved communities in our region; and

WHEREAS, it is the role of government to do its part to serve and protect the populace; and

WHEREAS, Orange County in coordination with Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Burlington-Graham Metropolitan Planning Organization and Triangle Area Rural Planning Organization support North Carolina Department of Transportation efforts to meet the state's safety targets per Federal legislations and to support the North Carolina State Highway Safety Plan goal to reduce fatalities and serious injuries by half by 2035, moving towards zero by 2050; and

WHEREAS, the Orange County Board of County Commissioners has found that the County is conducting transportation planning in a continuous, cooperative, and comprehensive manner; and

WHEREAS, Orange County and its member jurisdictions have a strong history of commitment to prioritizing safety and the Comprehensive Transportation Plan, the Metropolitan Transportation Plan, and local governments' transportation plans have made demonstrable progress to improve safety by making systemic changes in the way the transportation network is planned, programmed, designed, constructed, and operated; and

WHEREAS, Orange County will take a proactive approach to develop an effective Transportation Safety Plan built on a foundation of Safe Systems principles and elements that will translate into evidence-based implementation processes; and

WHEREAS, creating safer streets is likely to encourage the use of more active transportation options, thereby increasing population health, access to healthy foods and active transportation options; and

WHEREAS, Orange County Transportation Services will plan and implement transportation projects with equity at its forefront, striving to impact the most vulnerable and dependent users of the most dangerous roadways of the transportation network in the effort to ensure outcomes will be experienced equitably throughout the region;

NOW THEREFORE, BE IT RESOLVED, that Orange County agrees to support, plan and program projects that commit to a goal of zero deaths and serious injuries that are a result of crashes by 2050; and

BE IT FURTHER RESOLVED that Orange County is dedicated to measuring the progress, challenges, and successes of the Vision Zero commitment and will do so with tangible, reportable metrics that will be reported upon on an annual basis.

ORANGE COUNTY BOARD OF COMMISSIONERS**RESOLUTION****FOR THE ADOPTION OF ORANGE COUNTY COMPLETE STREETS POLICY**

The motion to approve the following resolution was offered by _____ and seconded by _____ and upon being put to a vote was duly adopted.

WHEREAS, the Orange County Board of County Commissioners (BOCC) has found that Orange County is conducting transportation planning in a continuous, cooperative, and comprehensive manner in accordance with 23 USC 134 and 49 USC 1607; and

WHEREAS, the BOCC expressed its support for the comprehensive implementation of the North Carolina Department of Transportation (NCDOT) Complete Streets Policy in all of its applicable region transportation plans and highway projects as a matter of common practice; and

WHEREAS, Orange County supports local member jurisdictions' Bicycle and Pedestrian Planning Grants applications; and

WHEREAS, Orange County knows that by balancing all transportation modes and accommodating all users, adopting a Complete Street policy will help to encourage the planning, design and construction of safer streets and ensures that the transportation system benefits all users equitably; and

WHEREAS, a Complete Streets policy can help calm traffic, enhance economic opportunities, increase physical activity, and create safer environments for residents and visitors;

NOW THEREFORE, BE IT RESOLVED, that Orange County affirms its support of Complete Streets in the planning, design and construction of highway projects.

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT
Meeting Date: October 18, 2022**

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

SUBJECT: Amendments to the OUTBoard Rules and Procedures

DEPARTMENT: Orange County Transportation Services

ATTACHMENT(S):

1. Original Rules and Procedures
2. Amended Rules and Procedures
(Mark-up)

INFORMATION CONTACT:

Nishith Trivedi, Transportation Director,
919-245-2007

PURPOSE: To approve the amended Orange Unified Transportation Board (OUTBoard) Rules and Procedures addressing quorum and other house-keeping updates.

BACKGROUND: In August 2022, Orange County Transportation Services (OCTS) became responsible for all transportation roles and responsibilities. This included the administration of two transportation advisory boards: Transportation Advisory Services (TAS) and the Orange Unified Transportation Board (OUTBoard).

[Orange County's TAS](#) is required for federal grant funding. It has a long and successful history dating back to the 1990's as the County's Transportation Advisory Board (TAB), mandated by Federal Transit Administrations (FTA) and prior to the formation of the OUTBoard. The [OUTBoard](#) started in May 17, 2005 through a resolution ([RES-2005-041](#)) approved by the Board of County Commissioners (BOCC) and work in accordance with the Rules and Procedures (Attachment 1). Both boards served important roles in meeting County's transportation needs.

TAS is composed of Orange County department directors and support staff. The TAS members serve as the technical experts in their respective fields. As the County's federally required TAB, the TAS assists Orange County Transportation Services in obtaining various federal and state transportation grants like FTA's 5307, 5311, 5310, 5339, and others. The OUTBoard consists of County residents appointed by BOCC to represent various sections of the County on transportation.

TAS always meets quorum and will begin meeting monthly during business hours. While the OUTBoard meets monthly, it is often unable to meet quorum, nor have substantial actionable items on the agenda. In an effort to address quorum and other house-keeping changes, staff and the OUTBoard recommends OUTBoard rules and procedures be updated with the following (also see Attachment 2):

- Section I: Scope, C – Charge
 - Rephrase subsection 2 with advising other Orange County departments upon request
- Section III: Membership, B – Composition
 - Voting members from 14 to 7, representing Orange County geography
 - Remove subsection 2, not having alternates

- Replace at-large to non-voting or alternates
- Remove expertise or interest as they are covered regularly by TAS
- Section IV: Meetings
 - Update time and location to third Monday and Orange County Transportation Services Administration Building.
- Section V: Orientation
 - Remove or replace Planning and Inspection with Orange County Transportation Services

Legal review for all the proposed amendments has been provided by Office of the County Attorney.

FINANCIAL IMPACT: There is no immediate 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 are no Orange County Environmental Responsibility Goal impacts associated with this item:

RECOMMENDATIONS: The Manager recommends the Board approve the amended OUTBoard Rules and Procedures.

Orange Unified Transportation (OUT) BOARD POLICIES AND PROCEDURES

SECTION I: SCOPE

A. Purpose

1. To establish a policy and procedures whereby the Orange County Board of Commissioners will establish the specific policies and procedures governing the Orange Unified Transportation (OUT) Board.
2. The Orange County Board of Commissioners may appoint an advisory board whose duty is to serve in an advisory capacity in regards to planning and programming transportation infrastructure improvements and other County transportation planning initiatives, as determined by the Board of Commissioners.

B. Authority

1. North Carolina General Statute 153A-76 grants boards of county commissioners the authority to establish advisory boards.
2. The Orange County Advisory Board Policy serves as the underlying policy document to which the OUT Board, in addition to this policy and procedure document, is subject. The Orange County Advisory Board Policy is attached hereto as "Exhibit A".
3. In the event that there is a conflict between the Orange County Advisory Board Policy and this Policies and Procedures document this Policies and Procedures document shall control.

C. Charge

1. The OUT Board is charged with advising the Board of County Commissioners on the planning and programming of transportation infrastructure improvements and other County transportation planning initiatives, as directed by the Board.
2. From time to time the OUT Board may be directed to provide input on regulations on which the Planning Board has primary statutory and local ordinance advisory duties. In such instances, the OUT Board shall serve in an advisory capacity to the Planning Board.

SECTION II: GOALS AND OBJECTIVES

A. Goals

The Transportation Element of the 2030 Comprehensive Plan includes the County's goals for transportation planning and provides guidance for the OUT Board, Planning Board, Board of County Commissioners, and staff.

B. Objectives

The OUT Board shall:

1. Identify and provide prioritization recommendations on the County's roadway, transit, bicycle, and pedestrian needs.

2. Assist in development and review of updates to the Transportation Element of the Comprehensive Plan.
3. Provide recommendations to the Board regarding Federal and State legislation affecting transportation in Orange County.
4. Provide recommendations on innovative techniques and methods to improve the efficiency and capacity of existing and future transportation systems.
5. Carry out special projects as assigned by the Board of Commissioners.
6. Serve as an advisory body to the Administrative Staff of the Orange Public Transit (OPT) System. The roles of assistance may include but are not limited to being:
 - a. A forum to discuss relevant issues related to public transportation;
 - b. An advocate in promoting new or expanded transit services;
 - c. Sounding board on program operations, goal setting and monitoring;
 - d. As a guardian of passenger rights for the general public and special targeted populations; and
 - e. When directed by the BOCC, recommends NCDOT grants, contracts, and studies that affect the current or future service levels of public transportation in Orange County.

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.

B. Composition

1. The OUT Board is composed of fourteen (14) voting members.
2. The OUT Board does not have alternate members.
3. Members shall represent demographic, geographic, cultural and professional characteristics, as follows:
 - a. Seven (7) members, one from each township:
 - b. Seven (7) at-large members, with expertise or specific interests in as many of the following areas as possible:
 - Bicycle transportation
 - Pedestrian access and safety
 - Public Transit
 - Environmental issues
 - Economic Development

- Planning
- Public Health

SECTION IV. MEETINGS

A. Staffing

1. Orange County staff may serve a support function to the OUT Board upon the approval of the Orange County Manager.

B. Agendas

1. Items for agendas shall be approved by the OUT Board Chair and Orange County staff.

C. Date, Time, and Location of Regular Meetings

1. Regular meetings of the OUT Board shall be held as needed to address items that require Board action consistent with its Charge and Duties identified herein. Meetings are held on the third Wednesday of the month. The start time and location of the meeting shall be included on the agenda and shall typically be 6:30 p.m. at the Orange County West Campus Office Building located at 131 West Margaret Lane, Hillsborough. The OUT Board Chair, in consultation with staff, shall have the authority to change the start time and location of a regular meeting to meet any special circumstances, provided the information is included on the distributed agenda.

SECTION V. ORIENTATION

A. Attendance

1. Each member shall attend an orientation presented by the Planning and Inspections department to familiarize the advisory board members with the operation of County government, the Planning and Inspections department rules, and the operating procedures of the advisory board.
2. Each voting member will be encouraged to complete the orientation within six weeks of his or her appointment.

SECTION VI. BY-LAWS

A. By-Laws

1. Any Bylaws adopted by the OUT Board are void and no further bylaws shall be adopted. Procedure shall be governed solely by this policy document and the General Advisory Board Policy Document.
2. Should the OUT Board determine modifications to policies and procedures are necessary, the OUT Board may petition the Board of County Commissioners for such modifications.

Orange Unified Transportation (OUT) BOARD POLICIES AND PROCEDURES

SECTION I: SCOPE

A. Purpose

1. To establish a policy and procedures whereby the Orange County Board of Commissioners will establish the specific policies and procedures governing the Orange Unified Transportation (OUT) Board.
2. The Orange County Board of Commissioners may appoint an advisory board whose duty is to serve in an advisory capacity in regards to planning and programming transportation infrastructure improvements and other County transportation planning initiatives, as determined by the Board of Commissioners.

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C. Charge

1. The OUT Board is charged with advising the Board of County Commissioners on the planning and programming of transportation infrastructure improvements and other County transportation planning initiatives, as directed by the Board.
2. ~~From time to time the OUT Board may be directed to provide input on regulations on which the Planning Board has primary statutory and local ordinance advisory duties. In such instances, the OUT Board shall serve in an advisory capacity to the Planning Board. Upon request, OUT Board may advise other boards regarding transportation.~~

SECTION II: GOALS AND OBJECTIVES

A. Goals

The Transportation Element of the 2030 Comprehensive Plan includes the County's goals for transportation planning and provides guidance for the OUT Board, Planning Board, Board of County Commissioners, and staff.

B. Objectives

The OUT Board shall:

1. Identify and provide prioritization recommendations on the County's roadway, transit, bicycle, and pedestrian needs.
2. Assist in development and review of updates to the Transportation Element of the Comprehensive Plan.
3. Provide recommendations to the Board regarding Federal and State legislation affecting transportation in Orange County.
4. Provide recommendations on innovative techniques and methods to improve the efficiency and capacity of existing and future transportation systems.
5. Carry out special projects as assigned by the Board of Commissioners.
6. Serve as an advisory body to the Administrative Staff of the Orange Public Transit (OPT) System. The roles of assistance may include but are not limited to being:
 - a. A forum to discuss relevant issues related to public transportation;
 - b. An advocate in promoting new or expanded transit services;
 - c. Sounding board on program operations, goal setting and monitoring;
 - d. As a guardian of passenger rights for the general public and special targeted populations; and
 - e. When directed by the BOCC, recommends NCDOT grants, contracts, and studies that affect the current or future service levels of public transportation in Orange County.

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.

B. Composition

1. The OUT Board is composed of ~~fourteen (14)~~seven (7) voting members.
- ~~2. The OUT Board does not have alternate members.~~
- ~~3.2.~~ Members shall represent demographic, geographic, cultural and professional characteristics, as follows:
 - a. Seven (7) members, one from each township:
 - ~~b. Seven (7) at-large alternates or non-voting members, with expertise or specific interests in as many of the following areas as possible:~~
 - ~~c. Bicycle transportation~~

- ~~d. Pedestrian access and safety~~
- ~~e. Public Transit~~
- ~~f. Environmental issues~~
- ~~g. Economic Development~~
- ~~h. Planning~~
- ~~i. Public Health~~

SECTION IV. MEETINGS

A. Staffing

1. Orange County staff may serve a support function to the OUT Board upon the approval of the Orange County Manager.

B. Agendas

1. Items for agendas shall be approved by the OUT Board Chair and Orange County staff.

C. Date, Time, and Location of Regular Meetings

1. Regular meetings of the OUT Board shall be held as needed to address items that require Board action consistent with its Charge and Duties identified herein. Meetings are held on the third ~~Wednesday~~ Monday of the month. The start time and location of the meeting shall be included on the agenda and shall typically ~~be 6:30 p.m. at the Orange County West Campus Office Building located at 131 West Margaret Lane, Hillsborough~~ be at the Orange County Transportation Services Administration Building, 600 NC 86, Hillsborough. The OUT Board Chair, in consultation with staff, shall have the authority to change the start time and location of a regular meeting to meet any special circumstances, provided the information is included on the distributed agenda.

SECTION V. ORIENTATION

A. Attendance

1. Each member shall attend an orientation presented by the ~~Planning and Inspections department~~ Orange County Transportation Services Department to familiarize the advisory board members with the operation of County government, ~~the Planning and Inspections department rules, and the operating procedures of the advisory board.~~
2. Each voting member will be encouraged to complete the orientation within six weeks of his or her appointment.

SECTION VI. BY-LAWS

A. By-Laws

1. Any Bylaws adopted by the OUT Board are void and no further bylaws shall be adopted. Procedure shall be governed solely by this policy document and the General Advisory Board Policy Document.
2. Should the OUT Board determine modifications to policies and procedures are necessary, the OUT Board may petition the Board of County Commissioners for such modifications.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2022

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

SUBJECT: Resolution of Intent to Update Orange County's Comprehensive Land Use Plan

DEPARTMENT: Planning and Inspections

ATTACHMENT(S):

1. Resolution of Intent

INFORMATION CONTACT:

Tom Altieri, 919-245-2579

Cy Stober, 919-245-2592

PURPOSE: To consider adoption of a resolution of intent to update the Orange County's Comprehensive Land Use Plan in order to maintain compliance with North Carolina General Statute (NCGS) 160D Article 5.

BACKGROUND: Orange County's comprehensive land use plan (titled "2030 Comprehensive Plan") is an official public document that provides the framework for long-range land use decision-making. A comprehensive land use plan serves to guide the County's growth and development by addressing the land use issues facing the County. By setting goals and objectives through a comprehensive land use plan, County staff and officials use the document to make policy decisions that effectively provide a coordinated approach to future growth. In addition, the adopted Comprehensive Land Use Plan serves as the statutorily-required (NCGS 160D) basis for Orange County's land use regulations, as well as the application of zoning districts.

The Board of County Commissioners adopted the 2030 Comprehensive Plan, which serves as the County's comprehensive land use plan, in November 2008. Although the plan has been reasonably maintained since adoption, an update is recommended by staff to maintain the authority to enforce zoning regulations, consistent with the requirements of NCGS 160D Article 5. Funds for consulting services have been provided through the FY 2022-23 Commissioner-approved annual operating budget to complement County staff resources and initiate an update to the comprehensive land use plan.

Attachment 1 is a Resolution expressing the County's intent to update Orange County's comprehensive land use plan.

FINANCIAL IMPACT: There is no direct financial impact to the County associated with this item.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goal is associated with this item:

- **GOAL: ESTABLISH SUSTAINABLE AND EQUITABLE LAND-USE AND ENVIRONMENTAL POLICIES**

The fair treatment and meaningful involvement of people of all races, cultures, incomes and educational levels with respect to the development and enforcement of environmental laws, regulations, policies, and decisions. Fair treatment means that no group of people

should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.

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

RECOMMENDATION(S): The Manager recommends that the Board approve and authorize the Chair to sign the Resolution of Intent to Update Orange County's Comprehensive Land Use Plan, consistent with the requirements of NC General Statutes 160D, Article 5.

ORANGE COUNTY BOARD OF COMMISSIONERS**A RESOLUTION OF INTENT TO UPDATE ORANGE COUNTY'S COMPREHENSIVE
LAND USE PLAN**

WHEREAS, Orange County's comprehensive land use plan "2030 Comprehensive Plan" was adopted by the Board of County Commissioners (BOCC) on November 18, 2008; and

WHEREAS, the 2030 Comprehensive Plan has been reasonably maintained through amendments to the Land Use Element, Future Land Use Map and preparation of small area plans, including the Orange County-Town of Hillsborough Central Orange Coordinated Area (COCA) Joint Land Use Plan among others; and

WHEREAS, North Carolina General Statute 160D-501 requires comprehensive plan updates for local governments to maintain the authority to enforce zoning regulations; and

WHEREAS, the BOCC authorized the release of a Request for Proposals (RFP) for a consultant to facilitate a Comprehensive Countywide Strategic Plan at its September 20, 2022 Business meeting; and

WHEREAS, the Comprehensive Countywide Strategic Plan will include data on demographic, social, and environmental factors and trends; outreach and community engagement; and a statistically valid community survey; and

WHEREAS, the Comprehensive Countywide Strategic Plan will inform land use planning, among other County programs and services; and

WHEREAS, monies for consulting services are included in the adopted Orange County FY 2022-23, annual operating budget to complement County staff resources in updating the 2030 Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED by Orange County that the BOCC commissions the development of an update to the adopted Comprehensive Land Use Plan, beginning with information obtained through the Countywide strategic planning process.

Adopted this 18th day of October, 2022.

Renee A. Price, Chair
Orange County Board of Commissioners

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2022

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

SUBJECT: Approval of the Assistance Policy and the Procurement and Disbursement Policy for the 2022 North Carolina Housing Finance Agency (NCHFA) Urgent Repair Program (URP22)

DEPARTMENT: Housing

ATTACHMENT(S):

Attachment 1: URP22 Assistance Policy
Attachment 2: Orange County
Procurement and
Disbursement Policy

INFORMATION CONTACT:

Corey Root, Housing Director,
(919) 245-2492

PURPOSE: To authorize the County Manager to sign the updated URP22 Assistance Policy, and the Procurement and Disbursement Policy (no revisions from previous approved Policy).

BACKGROUND: The North Carolina Housing Finance Agency (NCHFA) requires recipients of Urgent Repair Program (URP) funds to adopt an Assistance Policy and Procurement and Disbursement Policy that describes how eligible applicants are selected for the program, and how the bid solicitation and payment processes for the rehabilitation work are conducted.

The Housing Department proposes the attached updated URP22 Assistance Policy in alignment with the County's adopted Procurement and Disbursement Policy for rehabilitation and repair programs. A copy of both policies is 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 help 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 updated URP22 Assistance Policy, and the Procurement and Disbursement Policy (no revisions from previous approved Policy), thereby adopting the policies.



Orange County Assistance Policy Urgent Repair Program 2022

What is the Urgent Repair Program?

Orange County has been awarded \$80,000 by the North Carolina Housing Finance Agency (“NCHFA”) under the 2022 cycle of the Urgent Repair Program (“URP22”). This program provides funds to assist very-low and low- income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low- income homeowners with special needs such as frail elderly and persons with disabilities. A total of 12 households will be assisted under URP22.

This Assistance Policy describes who is eligible to apply for assistance under URP22, how applications for assistance will be rated and ranked, what the form of assistance is, and how the repair/modification process will be managed. Orange County has designed this URP22 project to be fair, open, and consistent with the County’s approved application for funding and with NCHFA’s URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund. Additional funds for construction costs are provided by Orange County in the amount of \$40,000.

EMERGENCY and HEALTH Notifications: Homeowners participating in URP 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 assistance under URP22 applicants must:

- Reside within the county limits of Orange County and own and occupy the home in need of repair
- Have a household income which does not exceed 50% of the County median income for the household size (see income limits below)
- Have a special need (i.e. be \geq 62 years old, handicapped or disabled, a single parent with a dependent living at home, a Veteran, a large family with \geq 5 household members or a household with a child below the age of six with lead hazards in the home).
- Have urgent repair needs that cannot be met through other state- or federally-funded housing assistance programs

URP22 Income Limits* for Orange County

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$20,100	\$33,450
2	\$22,950	\$38,200
3	\$25,800	\$43,000
4	\$28,650	\$47,750
5	\$32,470	\$51,600



6	\$37,190	\$55,400
7	\$41,910	\$59,250
8	\$46,630	\$63,050

**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.*

Outreach efforts of the Urgent Repair Program

Orange County will advertise or publish an article about the Urgent Repair Program in local English-speaking and Spanish-speaking newspapers serving the County (such as *The Daily Tarheel*, *The News of Orange* and *La Noticia*), at senior centers throughout the County, with the County's partner agencies, and on the County's website.

Selection of applicants

The 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 of special need and income. The applications will be ranked according to which receive the most points.

Priority Ranking System for Orange County URP22

Special Needs (for definitions, see below)	Points
Disabled, Elderly or Veteran Head of Household (<i>62 or older</i>)	4
Disabled, Elderly, or Veteran Household Member (<i>not Head of Household</i>)	3
Single-Parent Household (<i>with one or more children in the home</i>)	3
Large Family (<i>5 or more permanent residents</i>)	2
Emergency (<i>may submit without regard to application deadlines</i>)	2
Child under six years of age with lead hazards in the home	2
Income (See Income Table above)	Points
Less than 30% of County Median Income	10
30% to 50% of County Median Income	5

Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP22.

Recipients of assistance under the URP22 will be chosen by the above criteria without regard to race,



color, religion, national origin, sex, familial status and disability.

The definitions of special needs populations under URP22 are:

- *Elderly*: An individual aged 62 or older.
- *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 time frame 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 evaluated 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.
- *Disabled*: A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- *Large Family*: A large family household is composed of five or more individuals; at least four are immediate family members.
- *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 the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family's application.
- *Single-Parent Household*: A household in which one and only one adult resides with one or more dependent children.
- *Veteran*: A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.
- *Child with lead hazards in the home*: a child below the age of six living in the applicant house which contains lead hazards.

Client referral and support services

Many homeowners assisted through the Urgent Repair Program may also need other services. When the Urgent Repair Program staff meet the homeowner during the work write-up process, they will discuss the resources and programs available in Orange County and provide pamphlets and a list of the agencies with contact information. 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.

What is the form of assistance under URP22?

The County will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$3,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan?

The amount of the loan will depend on the scope of work necessary to address the identified imminent



threats to life and/or safety, and that will be determined by the County's rehabilitation specialist. There is no minimum to the amount of the loan; however, the maximum lifetime limit according to the guidelines of URP22 is \$1,000.

What kinds of work will be done?

Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the County's URP. Please understand that all deficiencies in a home will likely not be able to be repaired with the available funds.

All work that is completed under URP22 must meet or exceed NC Residential Building Code.

Who will do the work on the homes?

The County is obligated under URP22 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 those very difficult requirements, the County will invite bids only from contractors who are part of the County's Contractor Registry. Please request a copy of the County's Procurement and Disbursement Policy for further information.

(Homeowners who know of quality rehabilitation contractors that are not on the County's Contractor Registry are welcome to invite them to apply.)

A minimum of three approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" is described in the Procurement and Disbursement Policy.

What are the steps in the process, from application to completion?

Now that you have the information about how to qualify for Orange County URP22, what work can be done, and who will do it, let's go through all the major steps in the process:

1. **Completing an 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@tjocg.org. Applications will be accepted on a rolling basis beginning November 2022 until all funds are committed. Proof of ownership and income will be required. Those who have applied for housing assistance from the County in the past will not automatically be reconsidered. A new application will need to be submitted.
2. **Preliminary inspection:** The County's Rehabilitation Specialist will visit the homes of potential loan recipients to determine the need and feasibility of repairs/modifications.
3. **Screening of applicants:** Applications will be rated and ranked by the County based on the priority system outlined on page 2. The first round of households to be assisted will be selected by November 30, 2023. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other rating factors. From this review, the fourteen (14) most qualified applicants will be chosen according to the priority system described above. There will also be a list of alternates in the order of qualification. If fewer than fourteen (14) applications are received by November 30, or if funds remain to assist



more than fourteen (14) units, applications will continue to be accepted on a rolling basis until all funds are committed. Applicants not receiving notification by November 30, 2022 that they were chosen may contact Jack Watson at (919) 558-9394 to confirm the disposition of the application.

4. **Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.
5. **Work write-up:** The 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, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. 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 bidding is completed.
6. **Formal agreement:** After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process and an explanation of the Promissory Note, which is considered a forgivable loan. This agreement will define the roles of the parties involved throughout the process.
7. **Contractor selection:** The County will, at its discretion (based on the availability of the contractor, demands of the job, and recent history of performance), select a contractor from the Contractor Registry. The Rehab Specialist will make an effort to offer opportunity to all qualified contractors throughout each year by using the Registry on a rotational basis, returning to the top of the list once all contractors have been offered an opportunity to participate. Identified contractors will be provided with detailed work write-ups on each job and must submit a detailed and reasonable quote for the proposed work. The contractor will bill the Orange County Housing and Community Development Department and submit all invoices to the Rehab Specialist for review and approval prior to any disbursements from the Orange County Housing and Community Development Department.
8. **Execution of loan and contract:** The loan will be executed as well as the repair/modification contract prior to work beginning on the project. This contract will be between the contractor and homeowner, with the County signing as an interested third party. The cost of the actual work and project related support costs up to the maximum amount of \$1,000 will be included in the loan document.
9. **Pre-construction conference:** A pre-construction meeting will be held at the home. At this time, the homeowner, contractor and program representatives will be present and discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). If the contract has been executed, the County will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date within 24 hours of the pre-construction meeting.
10. **Construction:** The contractor will be responsible for obtaining any required building permits for



the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP22. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.

11. **Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment (“change order”) and approved by all parties to the contract: the owner, the contractor and two representatives of Orange County. If the changes require an increase in the loan amount, a loan modification stating these changes in the contract amount must be completed by the County, and executed by the owner. If the changes result in a decrease in the loan amount, an estoppel informing the homeowner of these changes in the contract amount will be completed by the County and conveyed to the owner.
12. **Payments to contractor:** The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up and change orders, if any, as outlined in the County’s Procurement and Disbursement Policy. The contractor will also be responsible for handing over all owner’s manuals and warranties on equipment, and reviewing with the homeowner all operating and maintenance requirements for new equipment installed.
13. **Closeout:** Once each item outlined in section 12 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out (fully completed).

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 November 2022.
- First round of households selected from applications on November 30, 2022.
- All rehabilitation work must be under contract by October 12, 2023.
- All rehabilitation work must be completed by December 31, 2023.

How do I request an application?

- Contact Jack Watson
(919) 558-9394
jwatson@tjoc.org
- OR download an application online: <http://orangecountync.gov/2211/Home-Repair-Programs>
- OR pick up an application at the Orange County Housing Department 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 repair/modification guidelines are meant to be as fair as possible, Orange County realizes that there is still a chance that some applicants or participants may feel that they were not treated fairly. 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 10 business days of receiving written comments.

During the repair/modification process:

If the homeowner feels that repairs or modifications are not being completed per the contract, he/she must inform the contractor and the Rehabilitation Specialist.

The Rehabilitation Specialist will inspect the work in question. If it is found that the work is not being completed according to contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to remedy the problem.

If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by the Orange County Housing Director.

Should the mediation conference fail to resolve the dispute, the Director will render a written final decision.

If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be noted and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.

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 County employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest?

No officer, employee or other public official of the County, or member of the County Commissioners, or entity contracting with the County that exercises any functions or responsibilities with respect to URP22 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of County employees, Board of Commissioners and others



closely identified with the County, may be approved for rehabilitation assistance only upon public disclosure before the County Commissioners and written permission from NCHFA.

What about favoritism?

All activities under URP22, 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.

Who can I contact about URP22?

Any questions regarding any part of this application or program should be addressed to:

Jack Watson
(919) 558-9394
jwatson@tjco.org

David Saconn
(919) 612-1527
dsaconn@orangecountync.gov

These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

This Assistance Policy is adopted this ____ day of _____ 2022.

County Manager

Notary Public



Orange County Procurement and Disbursement Policy Urgent Repair and Housing Rehabilitation Programs

Procurement Policy

To the maximum extent practical, Orange County (the "County") promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency ("NCHFA") Urgent Repair Program ("URP"), NCHFA Essential Single-Family Rehabilitation Loan Pool ("ESFRLP") and the County's local urgent repair and housing rehabilitation programs. Bids are invited from contractors on the County's Contractor Registry. Any current contractor listed with and approved by the County and in good standing (i.e., no unresolved past performance issues and not listed on the federal or state debarred list) will receive automatic approval status on the Contractor Registry.

To be listed on the Contractor Registry, a contractor must complete an application, submit proof of insurance and have their recent work inspected and approved by the Rehabilitation Specialist. All contractors' insurance renewals must be submitted to the County on an annual basis. In order to bid on a pre-1978 property, the contractor's firm must be Renovate, Repair and Paint ("RR&P") certified and have their RR&P certificate on file with the County.

To the maximum extent practical, a minimum of three (3) eligible contractors on the Contractor Registry should be invited to bid on each job and the lowest, most responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means the following: the contractor is deemed able to complete the work in a timely fashion; the bid is within 15% in either direction of the County's cost estimate; the contractor has not been suspended or debarred; and there is no real or perceived conflict of interest. Because of the increasing difficulty of soliciting eligible bids for URP projects, the County can solicit a bid from an eligible contractor on the Contractor Registry based on their rotating placement on the Registry. If the selected contractor submits a responsive and responsible bid then it will be accepted and after successful completion of the project that contractor's name will rotate to the end of the Registry. If the contractor does not submit a responsive and responsible bid or chooses not to submit a bid, then the next contractor on the Registry will be eligible to submit a bid on the project. In addition, in emergency situations, telephone or email bids or quotes will be accepted and documentation of such bids or quotes will be maintained in the applicable file.

Although bid packages may be bundled for multiple job sites, these bids shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site. No contractor shall have more than three (3) open jobs at any one time. A job shall be considered "open" once a contract is signed.

Bid packages shall consist of an invitation to bid, work write-up(s) and bid sheet(s) for each job, including instructions for distribution and receipt of bids. For urgent repair activities, 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. For minor and comprehensive housing rehabilitation activities, contractors will be given no less than ten (10) days in which to inspect the property and prepare bid proposals.



Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Any discrepancies must be reconciled prior to a contract being awarded.

The County reserves the right to reject any or all bids at any time during the procurement process.

In the event of an emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking quotes and bids by telephone, email, fax and the like. Should such methods ever become necessary the transaction, including the nature of the emergency, will be fully documented and placed in the project file. In the event telephone bids are used, the County will call the next eligible contractor on the Approved Contractor Registry who has indicated a desire to be on the Emergency Call List. The County will track who has been called and been responsive and will rotate through the Emergency Call List before beginning the rotation again.

All sealed bids will be opened publicly at a date, time, and venue specified in the bid invitation. All bidders are invited and welcome to attend. Within 72 hours of the bid opening, after the review of bid breakdowns and construction schedules, the winning bidder(s) will be selected. All bidders and the homeowner will be notified in writing of the selection of the winning bid, the amount of the winning bid, and the specific reasons for the selection if the lowest bidder was not selected.

The contractor is responsible for obtaining a building permit for the project before beginning work. The permit must be posted at the project site during the entire period of construction. If applicable, the contractor will obtain a permit for lead and/or asbestos hazard-related activities. The Rehabilitation Specialist will closely monitor the construction to make sure that the work is being done according to the work write-up (which is made part of the contract by reference) and in a timely fashion. Local code enforcement officials will, if required, inspect the work for compliance with the NC State Building Code and the local minimum housing code, when applicable. The homeowner will be responsible for working with the contractor to clear their personal property from the work areas as needed, as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction.

Any change to the original scope of work must be in writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the County. The change order must detail any changes to the original contract price.

No work may begin prior to a contract being awarded and executed and a written order to proceed provided to the contractor. A pre-construction conference and a walk through of the project site must also be held prior to the commencement of the project. At this time, the homeowner, contractor, and Rehabilitation Specialist will discuss the details of the work to be completed. Project start and end dates will be finalized, along with any special arrangements such as weekend or evening work hours and the disposition of items to be removed from the home. Within 24 hours of the pre-construction conference, the County will issue a "proceed order" formally instructing the contractor to commence work by the agreed upon date.

Orange County is an equal opportunity employer, implements non-discriminatory practices in its procurement and disbursement and will make special outreach efforts to include Minority/Women Business Enterprise (M/WBE) businesses within its contractor and subcontractor pool. Contractors will be chosen by the above criteria without regard to race, color, national origin, disability, religion, age,



sex/gender, sexual orientation, gender identity and expression, marital status or veteran status.

Disbursement Policy

All repair work must be inspected by the Rehabilitation Specialist, the local Building or Minimum Housing Code Inspector, when applicable, and the homeowner prior to any payments to contractors. If all construction work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original cost-per-item invoice from the contractor. The contractor should allow up to fourteen (14) business days for processing of the invoice for payment.

The contractor is entitled to request two partial payments and a final payment. The first partial payment may be requested when the work is 50% complete. The second partial payment may be requested when the work is 90% complete. When a payment is requested, the Rehabilitation Specialist will inspect the work within three (3) days, determine the percentage of job completion and calculate a payment based on 90% of the total work completed. For projects that have a contract amount of less than \$5,000, the second payment will be the final payment for 100% of the total work completed.

Following the completion of the construction, the contractor and the Rehabilitation Specialist will meet with the homeowner in a post-construction conference. At this time, the contractor will provide to the homeowner the owner's manuals and warranties on equipment and materials and be available to answer any questions.

When the contractor declares the work complete, the Rehabilitation Specialist will thoroughly inspect the work as part of the project closeout. If any of the work is deemed unsatisfactory, it must be corrected prior to the authorization of final payment. If the contractor fails to correct the work to the satisfaction of the Rehabilitation Specialist, payment may be withheld until such time as the work is deemed satisfactory. If a dispute occurs, contractors may follow the procedure dealing with complaints, disputes, and appeals in the applicable program's Assistance Policy. Contractors must abide by the final decision as stated in the policy. The homeowner, Rehabilitation Specialist, and Housing and Community Development Manager must sign off on the work. After the receipt of the contractor's final invoice, inspections, certificate of completion and lien releases, the final payment will be processed. 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.

Orange County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.

All contractors, subcontractors and suppliers must sign a lien waiver prior to the disbursement of funds.



This Procurement and Disbursement Policy is adopted this ____ day of _____ 20__.

County Manager

Notary Public

Contractor's Statement:

I have read and understand the attached Procurement and Disbursement Policy.

SIGNED: _____

COMPANY NAME: _____

WITNESS: _____

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2022

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

SUBJECT: Inspection Period Extension for the Executed Lease Agreement with Well Dot, Inc.

DEPARTMENT: Economic Development,
County Manager's Office,
County Attorney's Office, &
Asset Management Services

ATTACHMENT(S):

- 1) May 24, 2022 Agenda Abstract:
Public Hearing Regarding Proposed
Lease Agreement and Economic
Development Incentive Agreement
for Well Dot, Inc.
- 2) Signed Lease Agreement between
Orange County & Well Dot, Inc.
- 3) Lease Agreement Amendment
Letter

INFORMATION CONTACT:

Travis Myren, Deputy County Manager,
(919) 245-2308
Steve Brantley, Economic Development
Director, (919) 245-2326
Steve Arndt, Asset Management
Director, (919) 245-2658

PURPOSE: To consider extending the 120-day inspection period contained in the lease agreement between the County and Well Dot, Inc. by 45 days to accommodate additional groundwater testing.

BACKGROUND: Well Dot, Inc. has an existing office location in Orange County at 419 W. Franklin St., Chapel Hill, highlighted in red on the map below, which will accommodate up to 85 employees in senior management. To house an additional 300+ jobs Well Dot plans to hire through 2025, a second location was needed in downtown Chapel Hill. The Company identified the County's former Visitors Bureau building and the adjacent space previously occupied by the Skills Development Center as its desired location. These properties, highlighted in purple on the map below, are located at:

- 501 W. Franklin Street, Chapel Hill, NC 27517 (PIN) 9788151996
- 503 W. Franklin Street, Chapel Hill, NC 27517 (PIN) 9788151829
- 108 S. Roberson Street, Chapel Hill, NC 27517 (PIN) 9788152822



At its May 24, 2022 Business meeting, the Orange County Board of County Commissioners held a public hearing and approved a performance-based economic development incentive agreement and a lease agreement between Orange County and Well Dot, Inc. The lease agreement for the properties outlined a 120-day inspection period for the company to conduct due diligence on the site and facilities. That inspection period was set to expire on October 6, 2022. On September 21, 2022, Well Dot, Inc. communicated some potential findings from its initial Phase 1 due diligence that required a Phase 2 assessment to be completed. On October 4, 2022, Well Dot, Inc. received the results of the Phase 2 testing indicating potential site issues and that further testing of the groundwater on the premises would be needed by Well Dot, Inc. to determine if environmental issues would need to be resolved prior to use. To that end, Well Dot, Inc. submitted a signed Letter Agreement (Attachment 3) requesting an extension of the inspection period by 45-days, proposing a new expiration date of November 21, 2022.

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

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

- **GOAL: 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 direct Orange County Environmental Responsibility Goal impact associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board approve the 45-day extension of the inspection period as outlined in the attached Lease Agreement Amendment Letter (Attachment 3) and authorize the Chair to sign the Agreement.

COPY

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: May 24, 2022

**Action Agenda
Item No. 5-a**

SUBJECT: Public Hearing Regarding Proposed Lease Agreement and Economic Development Incentive Agreement for Well Dot, Inc.

DEPARTMENT: Economic Development,
County Manager's Office,
County Attorney's Office, &
Asset Management Services

ATTACHMENT(S):

- 1) Resolution with Lease Agreement between Orange County & Well Dot, Inc.
- 2) Performance Agreement between Orange County & Well Dot, Inc.
- 3) Company Summary PowerPoint
- 4) Public Hearing Media Notice
- 5) PowerPoint Presentation for the Public Hearing

INFORMATION CONTACT:

Travis Myren, Deputy County Manager,
(919) 245-2308
Steve Brantley, Economic Development
Director, (919) 245-2326
Steve Arndt, Asset Management
Director, (919) 245-2658

PURPOSE: To:

- 1) Receive and hold a public hearing on the proposed lease agreement and issuance of a "performance-based" economic development incentive by the County to a private company; and
- 2) Consider adopting a resolution authorizing approval of the proposed lease agreement and economic incentive agreement, with claw-back provisions, for the expansion of Well Dot, Inc.'s health care IT operations in Orange County, NC.

BACKGROUND: Local and state governments in North Carolina have the goal to promote economic development by encouraging the location of new businesses and the expansion of existing businesses. This activity serves to diversify the local tax base, increase employment opportunities and introduce desired job skills and related benefits to a community, and for the benefit of its residents. The Local Government Act, North Carolina General Statute (NCGS) 158-7.1, outlines the requirements of public hearings, and NCGS 158-7.1(a) specifically addresses the requirement that economic development appropriations "*must be determined by the governing body of the city or county to increase the population, taxable property, agriculture industries, employment, industrial output, or business prospects of the city or county*". This public hearing has been scheduled in compliance.

Well Dot, Inc. is an early-stage healthcare technology and services company that incorporated in January 2019. The company provides technology-enabled healthcare solutions to consumers via employers through a platform that enables consumers to navigate their health and wellness needs. Well Dot's current client portfolio includes firms such as the Bank of America, LabCorp, Extended Stay Hotels, FEDEX and Walmart. During the second quarter of 2019, Well Dot approached the Town of Chapel Hill and Orange County and expressed a desire to expand operations in either Chapel Hill, NC or Boston, MA, where the company also has an existing presence.

On November 19, 2019, North Carolina Governor Roy Cooper, joined by company representatives and local, county and state elected officials, announced the location of a new operations center in Chapel Hill. The Chapel Hill center will serve as the primary center for clinical and health experts, while also housing software developers, data analysts and corporate personnel. The North Carolina Department of Commerce committed \$3,394,500 over 12 years through a performance-based agreement with the Job Development Invest Grant (JDIG) program. Over the course of the 12-year term of that grant, the project is estimated to grow the state's economy by \$609 million. The North Carolina Community College System also committed to supporting the company with \$480,000 in value through its Customized Training Program.

The Company will create at least 360 new full time jobs, at an annual rate of \$63,665 plus benefits. Well Dot's salary average is higher than the 2022 Orange County average private sector wage of \$59,026 per year. Other economic benefit multipliers to the County include additional daytime workers in downtown Chapel Hill, and enhanced job skills for those employees through customized training to be provided by the Orange County campus of Durham Technical Community College in Hillsborough. Also, construction employment for the facility upfit and remodeling will create additional skilled trade jobs.

On March 4, 2020 the Chapel Hill Town Council approved a performance based incentive agreement with a maximum investment of \$900,000, with \$450,000 tied to job creation and \$450,000 in parking credits, payable over 8 years. The town's incentive program will be awarded based on the company meeting specific targets for new jobs.

Well Dot has an existing office location in Orange County at 419 W. Franklin St., Chapel Hill, highlighted in red on the map below, which will accommodate up to 85 initial employees in senior management. To house an additional 300+ jobs Well Dot plans to hire through 2025, a second location is envisioned nearby in downtown Chapel Hill. Therefore, the Company has identified the County's former Visitors Bureau building and the adjacent space previously occupied by the Skills Development Center as its desired and ideal location. These properties, highlighted in purple on the map below, are located at:

- 501 W. Franklin Street, Chapel Hill, NC 27517 (PIN) 9788151996
- 503 W. Franklin Street, Chapel Hill, NC 27517 (PIN) 9788151829
- 108 S. Roberson Street, Chapel Hill, NC 27517 (PIN) 9788152822

Year	Payment Due
1	\$250,000 initial deposit
1	\$404,576
2	\$404,576
3	\$404,576
4	\$404,576
5	\$404,576
6	\$404,576
7	Market Rent Established
8	2% Increase
9	2% Increase
10	2% Increase

Based on current commercial rates, the market rent for the facility would total approximately \$850,000 annually. If the company continues to rent the facility for the ten year lease term, the County will have collected approximately \$6.2 million in lease revenue. If the company exercises the option to purchase during the term of the lease, it will pay property taxes starting at approximately \$85,000 annually and increasing according to market value following each revaluation.

Performance Agreement

The performance agreement between Orange County and Well Dot, Inc. offers up to to \$2 million for the company to use to offset facility development and remodeling costs. The payment would be based on actual expenditures incurred by the company and will be paid over a period of not more than two (2) years from the first installment. These funds would be borrowed with an average annual debt service payment of approximately \$137,000. Proceeds from the lease would be used to pay the debt.

As part of the performance agreement, the company agrees to create at least 360 new full time jobs, at an annual salary of \$63,665 plus benefits. If job creation targets are not met, penalties of \$500 per job will accrue annually and will be added to the purchase price of the facility.

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

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

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

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

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

- 1) Receive the proposal to consider entering a lease agreement and the issuance of incentives to a private company for the recruitment & expansion of Well Dot, Inc.'s operations in Orange County;
- 2) Open and conduct the Public Hearing and receive BOCC and public comments;
- 3) Close the Public Hearing; and
- 4) Approve the "performance-based" economic development incentive agreement and the lease by adopting the resolution authorizing the lease between Orange County and Well

Dot, Inc., each subject to final review by the County Attorney, and authorize the Chair to sign the resolution, the agreement and the lease on behalf of the County.

LEASE PROVISIONS TERM SHEET

TYPE OF LEASE: New Renewal Expansion Option Change/Adj.

BUSINESS NAME: **WELL DOT, Inc.**

TENANT: WELL DOT, Inc.

ADDRESS: 419 W. Franklin Street, Chapel Hill NC 27516

(O) (415) 216-8434

(e-mail) jared.sokolsky@well.co

PROPERTY ADDRESS: 501 W. Franklin Street
503 W. Franklin Street
108 S. Roberson Street
Chapel Hill, NC 27517

LANDLORD: Orange County, a Political Subdivision of the State of North Carolina

NOTICE ADDRESS: Orange County, Asset Management Services
P.O. Box 8181 Hillsborough, NC 27278

RENT PAYMENTS : Orange County, Finance and Administrative Services
P.O. Box 8181 Hillsborough, NC 27278

LEASE TERM: Ten (10) Years **RENT PSF:** \$18.72

RENTABLE SQ. FTG: ~21,612 **LEASE SIGNED:** *June 8*, 2022

INSPECTION PERIOD: 120 days.

COMMENCEMENT DATE: The date of Substantial Completion (as hereinafter defined).

RENT COMMENCES: Commencement Date **LEASE EXPIRES:** 120 months from Commencement Date

MONTHLY BASE RENT: \$33,714.67 **ANNUAL BASE RENT:** \$404,576.04

RENT ADJUSTMENTS: No adjustment for the first six (6) Lease Years (as hereinafter defined). An annual fixed increase of Two percent (2%) to the Base Rent starting with the seventh (7th) Lease Year, subject to the reset of Base Rent provided for in Section 4(b) below.

PRORATION: Calculation of Rents is based on the annual rent amount divided by a 365-day year.

OPTION TO RENEW: Provided the Tenant is not in default of any terms of this Lease beyond the expiration of any applicable notice and cure period, at the end of the initial ten-year Lease Term, this Lease may be extended for Two (2) terms of five (5) years each, commencing at the expiration of the initial term or prior extension term, as applicable, with Ninety (90) days prior written notice, and upon mutual consent.

OPTION TO PURCHASE: Provided the Tenant is not in default of any terms of this Lease beyond the expiration of any applicable notice and cure period, the Tenant shall have the option to purchase the Property, which option may be exercised on any anniversary of the Commencement Date annually during the first 120-month term of the Lease. Should the option on the Property be exercised, the purchase price shall be based on appraisals using income methodology with each party selecting an independent appraiser and negotiating any differences in the appraisals to arrive at a purchase price, but shall also be less the value of the initial \$250,000 deposit and rent paid up to the date of closing. Further, Landlord and Tenant are parties to that certain Performance Agreement dated as of the date hereof (the "Incentive Agreement"). The final purchase price for the Property shall be subject to any adjustments required by Section 2(D) of the Incentive Agreement.

ALL RENTS ARE DUE ON THE 1st DAY OF EACH MONTH: Any payment not received by the 5th of the month will incur an automatic late fee of Five (5%) percent.

DEPOSIT: Tenant shall pay a one-time deposit. The amount of the deposit shall be equal to the full amount expended by Landlord to up-fit the Orange County Skills Development Center up to and not to exceed two hundred fifty thousand dollars (\$250,000.00). Such deposit shall not be refundable and may only be utilized as provided in this paragraph, but shall be applied to the purchase price of the Property in the event that Tenant elects to exercise the option to purchase the Property set forth herein.

PAID BY LANDLORD: N/A



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PAID BY TENANT: Property Taxes, Insurance, Exterior \Maintenance, Parking Area Maintenance, All Utilities including \Electrical, Water & Sewer)\, Security, Management, HVAC Maintenance, Janitorial, Trash Removal and Extermination, Fire & Extended Coverage Insurance for tenant contents, Commercial General Liability Insurance for Tenant, and all telephone, cable, internet, etc. installation costs and monthly service charges. It is the intent of this Lease that all costs related to the Property shall be paid by Tenant.



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RENT SUMMARY

(Tenant)

21,612 (Sq. Ft)

Months below measured from Commencement Date

Term Year	# of Months	Start Date	End Date	SF	\$Month	Total \$
1	12	Month 1	Month 12	~21,612	33,714.67	404,576.04
2	12	Month 13	Month 24	~21,612	33,714.67	404,576.04
3	12	Month 25	Month 36	~21,612	33,714.67	404,576.04
4	12	Month 37	Month 48	~21,612	33,714.67	404,576.04
5	12	Month 49	Month 60	~21,612	33,714.67	404,576.04
6	12	Month 61	Month 72	~21,612	33,714.67	404,576.04
7	12	Month 73	Month 84	~21,612	*	*
8	12	Month 85	Month 96	~21,612	*	*
9	12	Month 97	Month 108	~21,612	*	*
10	12	Month 109	Month 120	~21,612	*	*

Term Year	# of Months	Start Date	End Date	SF	\$Month	Total \$
Op 1-1	12	Month 121	Month 132	~21,612	*	*
Op 1-2	12	Month 133	Month 144	~21,612	*	*
Op 1-3	12	Month 145	Month 156	~21,612	*	*
Op 1-4	12	Month 157	Month 168	~21,612	*	*
Op 1-5	12	Month 169	Month 180	~21,612	*	*
	60					

Term Year	# of Months	Start Date	End Date	SF	\$Month	Total \$
Op 2-1	12	Month 181	Month 192	~21,612	*	*
Op 2-2	12	Month 193	Month 204	~21,612	*	*
Op 2-3	12	Month 205	Month 216	~21,612	*	*
Op 2-4	12	Month 217	Month 228	~21,612	*	*
Op 2-5	12	Month 229	Month 240	~21,612	*	*
	60					

* Subject to adjustment based upon Section 4(b) below.

MAKE RENT PAYMENTS TO:

Orange County
Finance and Administrative Services
P.O. Box 8181
Hillsborough, NC 27278



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CONTENTS OF LEASE BY SECTION

SECTION NUMBER AND SUBJECT

- Lease Provisions Information
- Rent Summary
- Contents of Lease
- 1. Definitions
- 2. Demise
- 3. Term
- 4. Rent
- 5. Late Payment
- 6. Deposit
- 7. Use of Leased Premises
- 8. Signs
- 9. Care and Maintenance
- 10. Alterations by Tenant
- 11. Acceptance of Leased Premises
- 12. Delay in Commencement
- 13. Subleasing and Assignment
- 14. Default
- 15. Holding Over
- 16. Surrender of Rented Space
- 17. Damage to Rented Space or Building
- 18. Tenant's Indemnity and Tenant's Insurance
- 19. Tenant's Waiver of Claim; Mutual Releases
- 20. Eminent Domain
- 21. Utilities and Other Services
- 22. Covenants of Title and Quiet Enjoyment
- 23. Inspection Period
- 24. Use of Parking Facilities
- 25. Information Concerning Tenant
- 26. Authority of Tenant
- 27. Estoppel
- 28. Right to Relocate
- 29. Landlord's Access to Rented Space
- 30. Managing Agent
- 31. Subordination
- 32. Reservation of Rights
- 33. Notices
- 34. Entire Agreement; Modification
- 35. Riders and Exhibits
- 36. Section Headings
- 37. Number and Gender
- 38. Governing Law
- 39. Severability
- 40. Modification by Mortgagee
- 41. Binding Effect
- 42. Limitation on Right of Recovery
- 43. Brokerage
- 44. Memorandum
- 45. Force Majeure
- 46. Taxes
- 47. Counterparts
- 48. Miscellaneous

EXHIBITS

- EXHIBIT A – Site of Property
- EXHIBIT B – Sketch of Rented Space
- EXHIBIT C – Memorandum of Lease



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LEASE

This lease (the "Lease") is made as of June 8, 2022 by and between Orange County, a political Subdivision of the State of North Carolina ("Landlord") and WELL DOT, Inc. ("Tenant"). In consideration of the reciprocal obligations stated herein, Landlord and Tenant agree as follows:

1. DEFINITIONS. When used in this Lease, the terms listed below shall have the meanings stated in this Section 1.

(a) "Building": the office building in which the Rented Space is located.

(b) "Commencement Date": the actual date on which the term of this Lease commences, as provided in Section 3 below.

(c) "CPI" shall mean the Consumer Price Index – U.S. City Averages for Urban Wage Earners and Clerical Workers – All Items (base year 1982-84=100), published by the United States Bureau of Labor Statistics.

(d) "Lease Year": each twelve (12) month period of the Term beginning with the Commencement Date (or anniversary thereof) and ending on the subsequent anniversary of the Commencement Date. The first Lease Year shall begin on the Commencement Date and shall end on the immediately prior to the first anniversary of the Commencement Date.

(e) "Leased Premises": the Property, including the Rented Space.

(f) "Property": those tracts of land located at 501 W. Franklin Street, 503 W. Franklin Street, and 108 S. Roberson Street in Chapel Hill Township, Orange County, North Carolina, described in Exhibit A attached hereto and incorporated herein, and all improvements situated thereon.

(g) "Rentable Square Feet": the useable square feet of any area.

(h) "Rented Space": that office space area shown as the cross-hatched area on Exhibit B attached hereto and incorporated herein, which consists of approximately 21,612 Rentable Square Feet and the entirety of each tract of land making up the Property.

(i) "Term": the term of this Lease as specified in subsection (a) of Section 3 below.

2. DEMISE. Subject to the terms and conditions stated in this Lease, Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the Leased Premises from Landlord.

3. TERM AND OPTION.

(a) Term. The term of this Lease shall commence on the Commencement Date. The term shall terminate at 11:59 P.M. on the date that is one hundred twenty (120) months following the Commencement Date, if not sooner terminated by Landlord pursuant to the terms of this Lease.

(b) Option to Renew. Provided the Tenant is not in default of any terms of this Lease beyond the expiration of any applicable notice and cure period, at the end of the initial ten-10 year Lease Term, this Lease may be extended for Two (2) terms of Five (5) years each, commencing at the expiration of the initial (or then current) term with Ninety (90) days prior written notice. See Rent Summary for scheduled rent increases for each Option to Renew. Such Option to Renew must be agreed to in writing by both parties and is subject to the terms of North Carolina General Statute 160A-272.

(c) No Reinstatement. No receipt of money by Landlord from Tenant or any other party after the termination of this Lease shall reinstate, continue or extend the Term or affect any notice of termination served on Tenant by Landlord.

(d) Option to Purchase. Provided the Tenant is not in default of any terms of this Lease beyond the expiration of any applicable notice and cure period, the Tenant shall have the option to purchase the Property, which option may be exercised on any anniversary date of the Commencement Date annually during the first 120-month term of the Lease. Tenant shall provide written notice to Landlord of its intent to exercise the option to purchase.

(i) If the option to purchase is exercised, Landlord (seller) shall convey marketable fee-simple title to the described portion of the Property, and this conveyance shall be subject to no exceptions or encumbrances of record other than those (i) existing as of the effective date of this Lease, or (ii) which are approved by Tenant, such approval not to be unreasonably withheld. All closing costs related to the transfer of the Property shall be paid by the Tenant (buyer), except that the Landlord shall be responsible for



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attorneys' fees for any attorneys representing Landlord. Tenant shall be responsible for all funds required to satisfy and cancel any assessments, judgments, liens, deeds of trust, or other financial encumbrances against the Property and the described portion of the Property save and except any such encumbrances incurred by the Landlord.

(ii) If the option to purchase is exercised, Landlord shall credit against the purchase price the amount of the Deposit and the amount of Rent paid by Tenant to Landlord up to the date of the closing.

(iii) This option to purchase is contingent upon and subject to the following terms and conditions: This option to purchase shall commence on the date of the full execution of this Lease and shall continue through the end of the initial 120-month term thereof. The purchase price shall be based on appraisals using income methodology with each party selecting an independent appraiser and negotiating any differences in the appraisals to arrive at a purchase price, but shall also be less the value of the initial \$250,000 deposit and rent paid up to the date of closing. If the option to purchase is exercised by the Tenant the sale of the described portion of the Property shall occur within sixty (60) days after the date of the option to purchase notice.

4. RENT.

(a) Initial Annual Base Rent. Tenant shall pay to Landlord annual base rent in the amounts set forth in the Rent Summary set forth hereinabove (during the first six (6) Lease Years) and pursuant to Section 4(b) below thereafter.

For each succeeding Lease Year of the Term and any optional extensions, Tenant shall pay to Landlord annual base rent as determined pursuant to this schedule and subsection (b) below, payable in equal monthly installments commencing on the first day of each Lease Year. All monthly base rent payments shall be due on the first day of each month in advance, without notice or demand. All rent payments shall be made to Landlord at: **Orange County, Finance and Administrative Services, P.O. Box 8181 Hillsborough, NC 27278**, or at such other place as Landlord may designate from time to time in writing.

(b) Annual Base Rent after Sixth Lease Year. In the event that Tenant has not elected to purchase the Premises pursuant to Section 3(d) above, within one hundred eighty (180) days prior to the commencement of the seventh (7th) Lease Year, Landlord and Tenant shall work together diligently and in good faith to determine the fair market rental value of the Premises for the seventh (7th) Lease Year, with the parties to select a commercial property broker with at least 10 years' relevant experience in the Chapel Hill market area. In the event that the parties cannot agree upon a commercial property broker for such determination, they shall each select a commercial property broker with at least 10 years' relevant experience in the Chapel Hill market area, and the rent shall be the average of the good faith determination made by both such brokers. The parties shall then enter into an amendment to this Lease setting forth the annual base rent for the seventh (7th) Lease Year, which annual base rent shall thereafter escalate by two percent (2%) per annum at the beginning of each further Lease Year thereafter.

(c) Base Rent for Partial Month. Base rent due for any partial month at the beginning of the Term shall be \$1,108.41 per day, payable in advance on the Commencement Date. Base rent due for any partial month at the end of the Term shall be determined on a per diem basis, using the then applicable annual base rent. Calculation of Rents is based on the annual rent amount divided by a 365-day year.

(d) Intentionally omitted.

(e) Intentionally omitted.

(f) Additional Rent. All other charges, costs and sums required to be paid by Tenant to Landlord under this Lease shall be deemed to be additional rent, and shall be collectable by Landlord as such.

(g) Independent Covenant. The obligation to pay any and all rent hereunder is a separate and independent covenant of Tenant, and no breach or alleged breach by Landlord of the terms hereof shall give Tenant any right to withhold or escrow any rental payments when due.

5. **LATE PAYMENT.** Tenant recognizes and acknowledges that if rent payments are not received when due, Landlord will suffer damages and additional expense. Tenant therefore agrees that a late fee equal to five (5%) percent of the rent which is late may be assessed by Landlord as additional rent if the Landlord has not received any monthly installment of annual rent or other rent or additional rent due pursuant to this Lease within five (5) days of its due date. If any check given in payment of rent is not honored when due, Landlord may assess the late fee and may also require that subsequent rent payments be made by certified or cashier's check. Landlord's rights under this Section 5 are in addition to and may be exercised cumulatively with Landlord's rights and remedies under Section 14 below.

6. **DEPOSIT.** Within ten (10) business days following the expiration of the Inspection Period, Tenant shall pay to Landlord the sum of two hundred fifty thousand dollars (\$250,000.00) as a deposit. The deposit,



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once made, is non-refundable. The equivalent value of such deposit shall be applied to the purchase price for the Property if Tenant exercises its purchase option set forth herein. In the event that Tenant terminates this Lease during the Inspection Period, Tenant shall have no obligation with respect to the deposit.

7. **USE OF LEASED PREMISES AND COMPLIANCE WITH LAW.** The Leased Premises shall be used only for general office purposes, and for no other purposes without the Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Tenant shall not use the Leased Premises for any unlawful purpose or in any manner that might constitute a nuisance. Tenant shall comply with all land use covenants and all ordinances and regulations of governmental authorities applicable to the Leased Premises.

8. **SIGNS.** Tenant shall be solely responsible for all signage at the Property. This includes, but is not limited to, approvals, cost, installation, maintenance, and repair.

9. **CARE AND MAINTENANCE.** Subject to the provisions of Section 29, Tenant shall, at the Tenant's own expense, keep the Rented Space and Property in good condition and shall pay for the repair of any part of the Property that needs repair due to wear and tear or damages caused by third parties or the Tenant, its agents, employees, invitees, or contractors. Tenant shall make at its sole cost and expense, replacements or restorations, in quality equivalent to or better than the original work, as may be required to maintain the Rented Space in good repair and condition, ordinary wear excepted. Landlord is not responsible for maintenance. Tenant is responsible for all maintenance of interior and exterior spaces, structure and structural areas, walls, floors, roof, plumbing, heating and air, and electrical systems. It is the intent of this Lease that Tenant have full responsibility for all maintenance and care of the Property and all Buildings thereon.

10. **ALTERATIONS BY TENANT.**

(a) **Requirements.** Tenant is responsible for all up-fit costs and construction. The Tenant shall furnish to the Landlord before commencement of the work or delivery of any materials to the Property all of the following:

- (i) all plans and specifications;
- (ii) names and addresses of all contractors;
- (iii) copies of all contracts;
- (iv) all necessary permits;
- (v) an indemnification of Landlord by all contractors in form and amount satisfactory to Landlord; and
- (vi) certificates of insurance from all contractors performing labor or furnishing materials, insuring against any and all claims, costs, damages, liabilities and expenses which may arise in connection with such alterations.

Landlord shall not unreasonably withhold, condition or delay its approval of any alterations, up-fit, or improvements requested by Tenant, and shall respond to Tenant within fifteen (15) days of receipt of any requests for such approval with either its approval or with detailed comments on the reasons for its disapproval, with Tenant being permitted to modify its plans and specifications and re-submit the same for further approval. Notwithstanding the foregoing, without Landlord's consent, Tenant may make interior changes and alterations to the Premises that (i) do not affect the structural integrity of the improvements, (ii) do not materially reduce the market value of the Premises, and (iii) do not cost more than \$100,000.00 in total during any Lease Year.

(b) **Liability.** Regardless of who performs any alterations, up-fit, and remediation and notwithstanding Landlord's consent thereto, Tenant shall hold the Landlord, its agents and employees forever harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with the alterations, up-fit, and remediation. Any mechanic's lien filed against the Rented Space or the Property for work or materials claimed to have been furnished to the Tenant shall be discharged of record by the Tenant within ten (10) days after filing, at the Tenant's expense. Upon completion of such work, Tenant shall furnish Landlord with contractors' affidavits, full and final waivers of lien and receipted bills covering all labor and materials expended. Should any claim of lien or lien action be filed directly against Landlord Tenant shall indemnify and hold harmless Landlord from such claim or action and shall reimburse all costs, including reasonable attorneys' fees, incurred by Landlord in defending said claim or action. Upon completing any alterations, up-fit, and remediation the Tenant shall furnish the Landlord with contractors' affidavits, full and final waivers of lien and receipted bills covering all labor and materials expended and used. All alterations, up-fit, and remediation shall comply with all insurance requirements and with all ordinances and regulations of any applicable public authority. All alterations, up-fit, and remediation shall be performed in a good and workmanlike manner, using first class materials. Liability described herein shall be limited to the term of the Lease, whether or not extended, and shall terminate with the acceptance of the Rented Space upon return by Tenant to Landlord.

(c) **Ownership.** All alterations and up-fit, made by either party, including without limitation all paneling, walls, decorations, partitions, railings, floors, carpets, galleries, heating or air conditioning equipment, plumbing, electrical machinery and equipment, and any other up-fit shall become the property of Landlord and



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shall remain upon and be surrendered with the Rented Space and Property as a part of the Rented Space and Property at the end of the Term. Notwithstanding the foregoing, in the event that the Term ends because Tenant has exercised its option to purchase the Property, then all such alterations and upfit shall remain with the Property and shall be conveyed to Tenant at the closing on the Property (by a bill of sale or other appropriate instrument). Furniture, equipment, personal property and movable trade fixtures which are installed by Tenant at its expense, except for those referred to above, shall remain Tenant's property and may be removed at any time prior to the termination of the Term provided Landlord has not asserted a lien against such property and further provided that Tenant promptly repairs any damage caused by such removal. Any such trade fixtures which Tenant has the right to remove under the above provisions, or personal property belonging to Tenant or to any invitee, assignee or subtenant, shall be deemed abandoned by Tenant if not removed prior to termination of the Term (except in the event that the term ends because Tenant has elected to purchase the Property), and shall become the property of the Landlord without any payment or offset for the property, if Landlord so elects. If the Landlord does not so elect, the Landlord may remove any fixtures or property from the Leased Premises and store them at the Tenant's sole risk and expense or dispose of them in any manner, including the sale, scrapping or destruction thereof, and to the extent permitted by law Tenant waives all claims against Landlord therefor. The Tenant shall repair and restore, and save the Landlord forever harmless from, any and all damage to the Leased Premises caused by such removal, whether by the Tenant or by the Landlord. Should Tenant exercise its option to purchase all Alterations and up-fit shall convey with the Property. Tenant hereby agrees that upon its surrender of the Property, it shall assign to Landlord any and all warranties given to Tenant with respect to any work performed pursuant to this Lease.

11. **ACCEPTANCE OF LEASED PREMISES.** Occupation by Tenant shall constitute acceptance of the Leased Premises AS IS. Landlord makes no representation or warranty, oral or written, as to the condition of the Leased Premises nor as to the use or fitness of the Leased Premises for any particular purpose except for general office use. Landlord shall not be responsible for obtaining any governmental approvals or permits necessary to enable Tenant to occupy or use the Leased Premises. Obtaining all approvals and certificates shall be the sole responsibility of the Tenant. The Landlord shall not be responsible for obtaining any certificate of occupancy or other approvals required in connection with construction work and up-fit done by the Tenant or contractors engaged by the Tenant. Tenant acknowledges it has been notified certain areas of the Property have moisture intrusion and mold growth. Tenant acknowledges and accepts this notification and accepts the Property with this and any other defect, known or unknown, including other potential areas of moisture intrusion or mold growth and Tenant is solely responsible for all costs related to full remediation of such moisture intrusion and mold growth and any other issues arising related to such moisture intrusion, provided that Tenant does not elect to terminate this Lease during the Inspection Period (if Tenant does elect to terminate this Lease during the Inspection Period, Tenant shall have no liability for such costs or for such remediation). Tenant releases Landlord from any further responsibility or obligation to provide further notice of or remediate any moisture intrusion and mold growth and releases, indemnifies, and holds harmless Landlord from any and all claims related to such moisture intrusion, if Tenant does not elect to terminate this Lease during the Inspection Period.

12. **COMMENCEMENT.** Landlord shall deliver exclusive possession of the Leased Premises to Tenant in its current "as-is" condition upon the full execution of this Lease. Following the expiration of the Inspection Period, Tenant shall commence its upfit of the Leased Premises pursuant to plans and specifications approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed) (the "Tenant Improvements"). Tenant shall prosecute the Tenant Improvements without delay in a commercially reasonable manner beginning on the date hereof. Upon Tenant's substantial completion of the Tenant Improvements such that Tenant can commence operations in the Premises in accordance with its customary office usage, and Tenant's receipt of a Certificate of Occupancy for the Premises, "Substantial Completion" shall be deemed to have occurred. If not sooner obtained, but subject to delays in Substantial Completion due to events of force majeure, Substantial Completion and the Commencement Date shall be deemed to have occurred on the date that is two hundred seventy (270) days following the expiration of the Inspection Period, even if Tenant has not received a Certificate of Occupancy for the Premises or commenced operations in the Premises by that date. Time is of the essence with regard to the Substantial Completion.

13. ASSIGNMENT OR SUBLEASE.

(a) **Assignment.** Tenant may not mortgage, encumber, pledge, or assign this Lease without Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may, without Landlord's consent, assign this Lease to (i) an entity controlling, controlled by or under common control with Tenant, (ii) a successor to Tenant by merger or acquisition, or (iii) the purchaser of all (or substantially all) of Tenant's assets at the Premises, provided that Tenant shall remain liable under this Lease.

(b) **Subletting.** Tenant may not sublet the Leased Premises or any part thereof without Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

(c) **Requirements.** In the event of a proposed assignment of this Lease or subletting of all or a substantial part of the Leased Premises, Tenant shall submit to Landlord, in writing, (i) the name of the proposed assignee or subtenant, (ii) current financial statements available to Tenant disclosing the financial



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condition of the proposed assignee or subtenant (any assignment or subletting being subject to confirmation the assignee or subtenant has the same or similar financial position as Tenant, the absence of which by the proposed assignee or subtenant shall constitute absolute grounds for Landlord's denial of the requested assignment or subletting), (iii) the nature of the business of the proposed assignee or subtenant, and its proposed use of the Leased Premises (any assignment or subletting being subject to restrictions on use contained in this Lease, the violation of which by the proposed assignee or subtenant shall constitute absolute grounds for Landlord's denial of the requested assignment or subletting), and (iv) the proposed commencement date of the assignment or subletting, together with a copy of the proposed assignment or sublease. If approved by Landlord, Tenant shall promptly deliver a copy of the fully executed assignment or sublease to Landlord upon its receipt of same. In no event shall this Lease be assignable by operation of any law except as provided herein, and Tenant's rights hereunder may not become, and shall not be listed by Tenant as an asset under any bankruptcy, insolvency, or reorganization proceedings. Tenant is not, ay not become, and shall never represent itself to be an agent of Landlord, and Tenant acknowledges that Landlord's title is paramount, and that it can do nothing to affect or impair Landlord's title. Tenant shall remain primarily liable for the performance of all terms of this Lease in the event of any assignment or subletting. Tenant shall pay all reasonable costs incurred by Landlord in connection with such assignment or sublease, including without limitation, attorneys' fees, up to a maximum of \$2,000 per request. Tenant shall pay to Landlord fifty percent (50%) of any rental and fees received by Tenant in excess of (y) any amount payable to Landlord hereunder *plus* (z) any amounts expended by Tenant (including brokerage commissions) in procuring such subtenant.

14. DEFAULT BY TENANT AND LANDLORD'S REMEDIES.

(a) Events of Default. In addition to the other occurrences listed elsewhere in this Lease, the occurrence of any one or more of the following shall constitute a default hereunder:

- (i) If Tenant fails to pay any rent or other monetary payments as and when provided in this Lease, and such failure continues for more than ten (10) days following Tenant's receipt of written notice of such failure;
- (ii) If Tenant breaches any other obligation set forth in this Lease and fails to cure such breach within thirty (30) days after notice thereof; or if cure of the breach would require more than thirty (30) days to effect, if Tenant fails to initiate action necessary to cure such breach within the thirty (30) day period and to pursue such action diligently thereafter until the breach is cured;
- (iii) If there is a levy, execution, attachment or taking of property, assets or the leasehold interest of Tenant by process of law or otherwise or in satisfaction of any judgment, debt or claim or if Tenant files, or has filed against it, any petition or action for relief under any debtor's relief law (including bankruptcy, reorganization or similar actions or proceedings) either in state or federal court.

(b) Landlord's Rights and Remedies. In the event of any default, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of default:

- (i) Terminate this Lease.
- (ii) Without terminating this Lease, terminate Tenant's right to possession of the Leased Premises, enter upon and take possession of the Leased Premises and rent the Leased Premises for a reasonable rental for the account of Tenant, and after paying from rents collected the reasonable costs of such entry, reletting and collection and the costs of any necessary repairs made by Landlord which Tenant is obligated to make hereunder, apply the remainder of the rent collected to the amounts due and to become due from Tenant hereunder;
- (iii) Pursue any other remedy now or hereafter available to Landlord under this Lease or under the laws of the state of North Carolina.

All rights and remedies of Landlord pursuant to this Section shall be cumulative, and may be exercised singly, successively or, if appropriate, concurrently. In the event Landlord terminates this Lease or terminates Tenant's right to possession of the Leased Premises, then Tenant shall surrender possession of the Premises to Landlord, and Landlord shall have the full and free right to enter into and upon the Rented Space with or without process of law, to repossess the Rented Space, to expel or remove the Tenant and any others who may be occupying or be within the Rented Space, to remove any and all property from the Rented Space and to the change the locks on the Rented Space, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer. In any event of default by Tenant, Landlord shall be entitled to recover from Tenant all damage incurred by Landlord by reason of Tenant's default, including but not limited to: any unpaid rent; the cost of recovering possession of the Premises, including reasonable attorney's fees; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; any loss of future rental that would have been due during the then current Term, provided that such amount shall be offset by the fair market rental value of the Premises for such remaining period of the current Term; and a pro rata portion of any leasing commission



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paid by Landlord based on the number of days of any period for which a commission was paid that remain after the date of Tenant's default. Any rent unpaid when due, including additional rent not paid upon demand, shall bear interest from the date due at the rate of twelve percent (12.00%) per annum.

(c) Treatment of Tenant's Property. Any and all property which may be removed from the Rented Space by the Landlord pursuant to the authority of the Lease or law, to which the Tenant is or may be entitled, may be handled, removed or stored by the Landlord at the risk, cost and expense of the Tenant, and except strictly as required by law the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. The Tenant shall pay to the Landlord, upon demand, any and all expenses incurred in such removal and all storage charges for such property so long as the property shall be in the Landlord's possession or under the Landlord's control. Any such property of the Tenant not retaken from storage by the Tenant within thirty (30) days after the end of the term, however terminated, may be disposed of by Landlord in any manner whatsoever, including without limitation, the sale, scrapping or destruction of the property without any further obligation to the Tenant, and Tenant shall pay to Landlord promptly on demand the reasonable expenses of such disposal.

(d) Landlord's Lien on Tenant's Property. Tenant hereby grants to Landlord a lien for the payment of rent, additional rent and all other monies to be paid by Tenant to Landlord under this Lease, upon all of the goods, wares, chattels, fixtures, furniture, equipment and other property of Tenant which may be in or upon the Rented Space or the Property. Such lien may be enforced in any lawful manner by the Landlord. Notwithstanding the foregoing, Landlord acknowledges that Tenant may seek financing from a third-party, institutional lender which may require a first priority lien on such goods, wares, chattels, fixtures, furniture, equipment and other property, and in such circumstance, Landlord agrees to enter into and provide a commercially reasonable subordination agreement subordinating Landlord's lien rights in and to such goods, wares, chattels, fixtures, furniture, equipment and other property to the lien rights of such lender.

(e) Landlord's Option to Cure. If Tenant defaults in the performance of any of its obligations under this Lease, including without limitation, its obligations under Section 9 hereof, then Landlord or any mortgagee or ground lessee of Landlord may, at its option, cure such default, and Tenant shall pay to Landlord or such mortgagee or ground lessor, as the case may be, the cost of such cure immediately upon being billed for same.

(f) No Waiver. The failure of Landlord to declare Tenant to be in default at any time or to exercise any of its rights or remedies upon default any by Tenant shall not be deemed to be a waiver by Landlord of any of its rights or remedies hereunder.

(g) Incentive Agreement. Landlord shall be entitled to any rights and remedies provided for in the Incentive Agreement for an event of default under this Lease. However, in the event of a default under the Incentive Agreement, in the absence of an event of default under this Lease, Landlord's rights and remedies shall be limited to those provided in the Incentive Agreement.

Notwithstanding anything to the contrary contained herein, in no event shall Tenant be liable for consequential, punitive, or special damages.

15. **HOLDING OVER.** In the event the Tenant remains in possession of the Rented Space after the expiration of the Term without the written consent of Landlord (unless Tenant has properly exercised the option to purchase the Leased Premises), then the Tenant shall be a tenant at sufferance from month to month only, and the Tenant shall then be obligated to pay one hundred fifty percent (150%) of the then current Base Rent and all other sums then payable hereunder ("Holding Over Rent"), in equal installments on the first day of each calendar month for so long as Landlord is kept out of possession of the Rented Space. Neither such payment nor the acceptance of such payment shall in any way constitute a waiver of the rights of Landlord to dispossess the Tenant and recover possession of the Rented Space and the just and former estate of the Landlord and to bring any action for damages suffered by Landlord on account of Tenant's failure to vacate the Rented Space.

16. **SURRENDER OF RENTED SPACE.** Upon the expiration or other termination of the Term, Tenant shall quit and surrender to Landlord the Rented Space, broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all of its property except as otherwise provided in Section 10.

17. **DAMAGE TO RENTED SPACE OR BUILDING.**

(a) Tenant's Insurance. Tenant shall maintain standard fire and extended coverage insurance covering the Building in an amount not less than 80% (or such greater percentage as may be necessary to comply with the provisions of any co-insurance clauses of the policy) of the "replacement cost" thereof as such term is defined in the Replacement Cost Endorsement to be attached thereto, insuring against special causes of loss (including the perils of fire and lighting), such coverages and endorsements to be as defined, provided and limited in the standard bureau forms prescribed by the insurance regulatory authority for the State of North Carolina. Subject to the provisions of Section 19 below, such insurance shall also be for the benefit of Landlord.



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(b) Notice by Tenant. If the Rented Space is damaged or destroyed by any peril covered by the insurance to be provided by subparagraph (a) above, Tenant shall give immediate written notice thereof to Landlord.

(c) Extensive Damage. If the Rented Space is so damaged by any peril covered by the insurance to be provided under subparagraph (a) above that rebuilding or repairs cannot in the estimation of a licensed North Carolina General Contractor selected by Landlord, be completed within one hundred fifty (150) days after the date of such damage, Tenant may elect, in its sole discretion, to terminate this Lease, and the rent shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage.

(d) Repairable Damage. If the Rented Space is damaged by any peril covered by the insurance to be provided under subparagraph (a) above, but only to such extent that rebuilding or repairs can, in the estimation of a licensed North Carolina General Contractor selected by Landlord, be completed within one hundred fifty (150) days after the date of such casualty, this Lease shall not terminate, and Tenant shall, at its sole cost and expense, thereupon proceed with reasonable diligence to rebuild and repair the Rented Space to substantially the condition in which it existed prior to such damage. There shall be no abatement of rent during any such period of rebuilding and repair.

(e) Landlord's Option to Terminate. Notwithstanding any other provision herein, if any portion of the Rented Space is materially damaged or destroyed during the final Lease Year of the initial term or any extension term of this Lease, then Landlord shall have the option to terminate this Lease upon written notice to Tenant delivered within forty-five (45) days of the date of such damage.

18. TENANT'S INDEMNITY OF LANDLORD AND TENANT'S INSURANCE.

(a) Tenant's Indemnity of Landlord. To the extent authorized by North Carolina law, Tenant shall indemnify and save the Landlord and its agents, officers, and employees harmless against any and all claims, demands, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising directly or indirectly out of or in connection with Tenant's occupancy at the Property or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, servants, employees or invitees, in or about the Property.

(b) Tenant's Commercial General Liability Insurance. Tenant shall at all times during the Term, at its sole cost and expense, procure and maintain in force and effect a policy or policies of commercial general liability insurance issued by a company or companies from time to time approved by Landlord, which companies must be authorized to transact business in North Carolina. Such policy or policies shall insure against loss, damage or liability for injury to or death of persons and loss or damage to property occurring from any cause whatsoever in, upon or about the Property. Such policies of public liability insurance shall name Landlord as an additional insured and shall be in amounts and afford coverage against perils as reasonably required from time to time by Landlord. Coverage shall initially be in the single limit amount of one million dollars (\$1,000,000.00). Such policy or policies shall include affirmative coverage of Tenant's indemnity of Landlord pursuant to subsection (a) above.

(c) Tenant's Property Insurance. Tenant shall obtain and maintain property insurance upon its furniture, equipment, trade fixtures, and any other personal property of Tenant or of any third parties which may from time to time be located in, on or around the Property. Such insurance shall be maintained in the amount of the full replacement cost of such property. All such policies shall include a waiver of subrogation of any and all claims against the Landlord and name the Landlord as an additional insured. Tenant shall look solely to its insurance policy for recovery of any loss for any such property, and in no event shall it make any claim against the Landlord for any loss to any such property. The Tenant hereby releases Landlord from any such liability, and Tenant shall indemnify and hold the Landlord harmless from and against any claim of Tenant's insurance carrier or arising out of Tenant's failure to maintain such insurance.

(d) Tenant's Business Interruption Insurance. Tenant shall at all times during the Term maintain business interruption insurance, insuring Tenant from loss, damage, cost or expense from any disruption to or interruption to its business resulting from damage to or malfunction of the Rented Space or the Property or any components thereof or any of the systems (heating, plumbing, mechanical or otherwise) or utilities serving them. Such insurance shall cover a continuous period of disruption or interruption of not less than one hundred eighty (180) days per occurrence.

(e) Policies or Certificates of Insurance. At the request of Landlord, the Tenant shall furnish certified copies of policies or certificates of insurance in the form of or on ACORD 27, or equivalent document, bearing notations evidencing the payment of premiums and evidencing the insurance coverage required to be carried by Tenant under this Lease, including but not limited to, the insurance policies required by Section 17(a) and Sections 18 (b) – (d) hereunder. Each policy and certificate shall contain an endorsement or provision requiring not fewer than thirty (30) days written notice to Landlord prior to the cancellation, diminution in the perils insured against or reduction of the amount of coverage of the particular policy in question.



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19. TENANT'S WAIVER OF CLAIMS; MUTUAL RELEASES.

(a) Tenant's Waiver of Claims. To the extent permitted by law, the Tenant releases the Landlord and its agents, officers, and employees from, and waives all claims for damage or injury to person or property or disruption to business sustained by the Tenant, any guest, invitee, trespasser, or any occupant of the Property, the Building or the Rented Space, or any part or any of them, resulting from any accident, mishap or other occurrence in or about the Property, whatever the cause. This shall include but not be limited to, the flooding of surface areas, basements or other subsurface areas, and damage caused by refrigerators, sprinkling devices, air conditioning or electrical equipment, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of the Landlord, other tenants, occupants or servants in the Building or any other person, and whether such damage be caused or result from anything or any circumstance above mentioned or referred to, or any other thing or circumstance whether of a like nature or of a wholly different nature.

(b) Tenant's Release. Notwithstanding anything to the contrary contained in this Lease, Tenant hereby releases Landlord from any and all liability for loss or damage coverable by the insurance required to be carried by Tenant in Section 18 above, even if the insured peril shall be brought about by the default, negligence or other action of the Landlord, its agents, employees, tenants, invitees or any of them.

20. EMINENT DOMAIN. If all of the Rented Space, or such part thereof as will make the same unusable for the purposes contemplated by this Lease, be taken under the power of eminent domain (or a conveyance in lieu thereof), then this Lease shall terminate as of the date possession is taken by the condemner, and rent shall be adjusted between Landlord and Tenant as of that date. If only a portion of the Rented Space is taken and Tenant can continue use of the remainder, then the Lease will not terminate, but rent shall abate in a just and proportionate amount to the loss of use occasioned by the taking. Tenant shall have no right or claim to any part of any award made to or received by Landlord for any taking and no right or claim for any alleged value of the unexpired portion of this Lease; provided, however, that Tenant shall not be prevented from making a claim against the condemning party (but not against Landlord) for any moving expenses, loss of profits, or taking of Tenant's personal property (other than its leasehold estate) to which Tenant may be entitled. In the event of a temporary taking of ninety (90) days or less, this Lease shall not terminate, but the term of this Lease shall be extended by the period of the taking and the rent shall abate in proportion to the area taken for the period of such taking.

21. UTILITIES AND OTHER SERVICES.

(a) Standard Services. Tenant is solely responsible for the cost, maintenance, operation, and provision of all utilities including but not limited to electrical, HVAC, plumbing, etc.

(b) Intent. It is the intent of this Lease that Landlord is released from responsibility to provide utilities access on the Property and such responsibility rests solely with Tenant.

22. COVENANT OF TITLE AND QUIET ENJOYMENT. Landlord covenants that it has full right and power to execute this Lease and to grant the estate demised in this Lease. The Landlord's title is and always shall be paramount to the title of the Tenant, and nothing herein contained shall empower the Tenant to do any act which can, shall or may encumber such title. Landlord also covenants that if Tenant promptly and punctually complies with each of its obligations hereunder, it shall peacefully have and enjoy the possession of the Leased Premises during the term of this Lease, provided that no action of Landlord in repairing or restoring the Rented Space or in working in other space in the Building, shall be deemed a breach of this covenant.

23. INSPECTION PERIOD. For a period of one hundred twenty (120) days following the date of the full execution of this Lease (the "Inspection Period"), Tenant may, at Tenant's sole expense, make such inspections of the Premises as it deems necessary, including the taking of soil samples in conjunction with engineering studies, and examining of permitted uses on the Premises. Tenant may obtain an ALTA/ACSM or other form of survey of the Premises during the Inspection Period, and, in the event the legal description of the Premises materially differs from the legal description attached hereto as Exhibit A, this Lease shall be amended to replace Exhibit A with the legal description from Tenant's survey. Tenant may further obtain from a reputable company actively engaged in the business of environmental engineering and testing, such reports as Tenant deems necessary to assess the presence of, and risk caused by, asbestos, petroleum products or other potentially hazardous, toxic or dangerous materials in the Premises. Landlord shall allow Tenant, its agents and representatives, access to the Premises during the Inspection Period for the purposes of the such testing and inspections, and Tenant agrees to leave the Premises in substantially as good of condition as existed prior to such inspections. During the Inspection Period, Tenant shall also be permitted to apply for any and all permits, approvals and licenses for the construction of Tenant's improvements on the Premises, and the operation of Tenant's business therein (collectively, the "Permits"). Landlord agrees to join in any necessary applications for such Permits. At any time during the Inspection Period, Tenant may, in its sole discretion, notify Landlord that the Premises is not suitable for its intended use by Tenant, upon which notice the Lease shall be terminated and of no further force and effect, and neither party shall have any further



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liability or obligations to the other hereunder. During the Inspection Period, the County shall be permitted to continue to occupy the Premises, provided that (i) the County fully vacates the Premises by the expiration of the Inspection Period, and (ii) the County does not unreasonably interfere with the performance of Tenant's inspections.

24. Intentionally Omitted

25. INFORMATION CONCERNING TENANT. Tenant shall furnish within fifteen (15) days after request from Landlord such current information concerning the financial condition of Tenant as Landlord may reasonably require. Such financial information shall include (but is not necessarily limited to) a financial statement dated not more than twelve (12) months prior to Landlord's request. Such financial statement shall be prepared in accordance with generally accepted accounting principles and, if such request is following the applicable year-end of Tenant's fiscal year, may be certified by a certified public accountant. A general partner or officer or manager of Tenant shall furnish a certification to Landlord to the effect that there either has or has not been any material adverse change in the financial condition of Tenant since the date of the financial statement submitted, and if such certification states that there has been a material adverse change, furnishing such details concerning same as landlord may request. If Tenant does not execute and return such certificate as required above, Tenant hereby irrevocably appoints Landlord as its attorney in fact to execute such certificate on behalf of Tenant.

26. AUTHORITY OF TENANT. Tenant represents and warrants to Landlord that (i) Tenant is duly formed, validly existing and in good standing under the laws of its State of Incorporation or Organization and (ii) the persons executing this Lease on behalf of Tenant are authorized to do so. Tenant shall furnish to Landlord within fifteen (15) days after request from Landlord such corporate or company resolutions, certificates of incumbency, partnership resolutions, partnership agreements, operating agreements, bylaws or legal opinions or other information as Landlord may reasonably request in order to confirm that the execution and delivery of this Lease has been duly authorized by Tenant and that the person(s) executing this Lease on behalf of Tenant were duly authorized to do so. All such company, corporate, or partnership resolutions, certificates or agreements shall be certified as being duly adopted and in full force and effect, without amendment, by an appropriate officer, manager or partner of Tenant.

27. ESTOPPEL. Within ten (10) days after request therefore by Landlord, Tenant agrees to execute and deliver to Landlord a certificate prepared by Landlord to any proposed mortgagee, ground lessee or purchaser of the Property or to Landlord certifying (if such is the case) that this Lease is in full force and effect, that there are no defenses or offsets thereto, or stating those claimed by Tenant, and such other facts related to this Lease, the Leased Premises or Tenant as Landlord may request. If Tenant does not execute and return such certificate as required above, Tenant hereby irrevocably appoints Landlord as its attorney in fact to execute such certificate on behalf of Tenant.

28. RIGHT TO RELOCATE. This Lease is exclusive to the Property. Should the Property become untenable the Tenant shall have no right to relocate to other property owned by the Landlord, nor shall Landlord have any obligation or responsibility to assist Tenant to relocate. Tenant's rights in any event in which the Rented Space becomes untenable are limited to those rights established herein.

29. LANDLORD'S ACCESS TO RENTED SPACE. The Landlord or Landlord's agent shall have the right to periodically enter upon the Rented Space and the Property to inspect them by providing Tenant with at least 48 hours prior notice and the opportunity for Tenant to have a representative accompany Landlord and its agents. Such inspection shall occur during regular business hours and the Tenant shall be personally present to open and permit an entry into the Rented Space and Property. In the event of an emergency the Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without prior notice and without rendering the Landlord or such agents liable therefore (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property) and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon the Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Building or any part thereof, other than as provided in this Lease. The Landlord shall have the right to show the Rented Space and Property to prospective new tenants during the last 120 days of the Term. The Landlord shall not be liable to the Tenant for any expense, injury, loss or damage resulting from work done in or upon, or the use of, any adjacent or nearby building, land, street or alley.

30. MANAGING AGENT. Landlord reserves the right to designate a Managing Agent and to delegate any or all of Landlord's powers, duties, obligations, or rights under this Lease to the Managing Agent. To the extent Landlord's duties or obligations under this Lease are assumed in writing by the Managing Agent, Landlord shall not be responsible for the assumed duties or obligations. Tenant's rights and obligations under this Lease shall not be affected by designation of a Managing Agent by the Landlord.

31. SUBORDINATION. This Lease is subject and subordinate to all security liens, mortgages, deeds of trust and related financing instruments which may now or hereafter affect the Property or any part thereof, and to all renewals, modifications, consolidations, replacements, amendments and extensions thereof, unless Landlord or any lender secured by a mortgage, deed of trust or similar security instrument elects to make this Lease superior to same, which it may do at its option. Tenant shall execute within ten (10) days after request



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any certificate, subordination agreement, priority agreement or other form of instrument in confirmation of such subordinate or superior status that Landlord may request, including an agreement to attorn, provided that such agreement contains commercially reasonable non-disturbance language.

Tenant shall have the right at any time to grant a security interest in Tenant's Property. Landlord hereby consents to any such security interest and disclaims any interest of any kind in any such goods and property installed or kept on the Premises. Landlord agrees that it will, within ten (10) days after any written request by Tenant, confirm the foregoing consent and disclaimer in writing in such form as may be requested by Tenant.

Further, Tenant may, without the approval of the Landlord, at any time mortgage, encumber, pledge or assign as security its right, title and interest in and to the leasehold estate created hereby. Tenant may, at any time, give the Landlord a notice (hereinafter referred to as a "Mortgage Notice") containing the name and address of a lender (hereinafter referred to as a "Mortgage Lender") to which the leasehold estate created hereby has been or will be mortgaged, encumbered, pledged or assigned as security. Landlord agrees to join in (and cause all other parties whose consent or joinder is required to join in) Tenant's encumbrance of Tenant's leasehold interest to any Mortgage Lender. Provided, however, that any such mortgage, encumbrance, pledge, assignment or security interest may not provide for any liability of Landlord except as may be explicitly provided in this Lease and Landlord shall not be personally liable for any loan secured by any mortgage, encumbrance, pledge, assignment or security interest in Tenant's Leasehold estate created

32. RESERVATION OF RIGHTS. Landlord hereby reserves to itself and its successors and assigns the following rights (all of which are hereby consented to by Tenant):

- (a) to change the street address of the Building.

Landlord may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or Tenant's use or occupancy of the Leased Premises.

33. NOTICES. Any notices which Landlord or Tenant requires or desires to give to the other relating to this Lease or the Leased Premises must be in writing and shall be deemed sufficiently given and delivered if:

- (a) Hand-delivered to the following addresses:

If to Landlord: Orange County
Director, Asset Management Services
Margaret Lane
Hillsborough, NC 27278

If to Tenant: 419 W. Franklin St.
Chapel Hill, NC 27516
Attn: Jared Sokolsky

With a copy to: Moore & Van Allen PLLC
100 North Tryon Street, Suite 4700
Charlotte, NC 28205
Attn: Christopher D. Thompson, Esq.

-AND-

- (b) Sent by email transmission to the following:

If to Landlord: ALL_AMS_MANAGEMENT@orangecountync.gov

If to Tenant: jared.sokolsky@well.co
thompsonc@mvalaw.com

- (c) Payment made to: Orange County
Finance and Administrative Services
P.O. Box 8181
Hillsborough, NC 27278

Either party may change its designated address or email address for receipt of notice by written notice to the other party pursuant to this Section 33.

34. ENTIRE AGREEMENT; MODIFICATION. Except as otherwise referenced herein this Lease contains the entire agreement of the parties in regard to the Leased Premises. There are no oral agreements existing between them and there shall be no oral changes. Neither Landlord nor any agent of Landlord has made any



Landlord
Initials



Tenant
Initials

representations, warranties or promises with respect to the Rented Space, the Building or the Property, or the use of any amenities or facilities, except as expressly set forth in this Lease. Any agreement made after this Lease is signed shall be ineffective to change, waive, modify, discharge, or terminate it in whole or in part unless such agreement is in writing and executed by both Landlord and Tenant.

35. **RIDERS AND EXHIBITS.** All riders and exhibits attached to this Lease and initialed by the Landlord and the Tenant are hereby made a part of this Lease as though inserted in this Lease. The following Exhibits are attached hereto and incorporated herein:

- Exhibit A Site and Legal Description of Property
- Exhibit B Sketch of Rented Space
- Exhibit C Memorandum of Lease

36. **SECTION HEADINGS.** The headings of sections are for convenience only and do not limit or alter the contents of the sections.

37. **NUMBER AND GENDER.** The words "Landlord" and "Tenant" wherever used in the Lease shall be construed to mean plural where necessary, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

38. **GOVERNING LAW AND TENANT'S RELEASE.** This Lease shall be governed and construed pursuant to the laws of North Carolina. Any action brought to enforce or contest any term or provision of this Lease shall be brought in the North Carolina General Court of Justice sitting in Orange County, North Carolina. The Parties hereto stipulate to the jurisdiction of said court. It is agreed by the Parties that no other court shall have jurisdiction or venue with respect to any claims, complaints, suits, or actions arising out of or related to this Lease. Binding arbitration may not be initiated by either party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of a claim, complaint, suit, or action. Should any court having jurisdiction determine this Lease in whole or in material part is unlawful or the entering thereof is or was outside the scope of Landlord's authority, Landlord may terminate this Lease without further obligation (except as provided herein) and Tenant specifically releases and holds harmless Landlord, its agents, employees, officers and assigns from any loss, liability, claim or damage suffered by Tenant as a result thereof and waives the right to bring any action or complaint against Landlord to recover for same. Notwithstanding the foregoing, in the event of any such termination, Tenant may elect to exercise the option to purchase set forth in Section 3(d) herein by providing Landlord with written notice thereof within sixty (60) days of such termination, and such termination shall not void Tenant's option to purchase so long as Tenant provides such written notice within the aforesaid 60-day period.

39. **SEVERABILITY.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby; and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

40. Intentionally Omitted.

41. **BINDING EFFECT.** Each provision of this Lease shall extend to and shall bind and inure to the benefit of the Landlord and the Tenant and their respective heirs, legal representatives, successors, and assigns.

42. **LIMITATION ON RIGHT OF RECOVERY AGAINST LANDLORD.** Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Property and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of the sale of its interest in the Property. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Property and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns, including any Mortgagee. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded Tenant by law or under this Lease.

43. **BROKERAGE.** The Tenant and Landlord each represents to the other that it has not dealt directly with any brokers in connection with this Lease, and that no broker procured this Lease or is entitled to any commission in connection with the Lease, and in the event either party has hired a broker such hiring party shall indemnify, defend, and hold forever harmless the other party from and against any claim by such hired broker and from and against any and all costs directly or indirectly arising out of any such hiring.

44. **MEMORANDUM.** Concurrently with the execution of this Lease, the Landlord and Tenant shall execute and deliver a memorandum of lease in the form provided for on Exhibit C attached hereto and incorporated herein, which memorandum of lease shall reference Tenant's right to purchase the property, and such



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Tenant
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memorandum of lease may be recorded by Tenant with the Orange County Register of Deeds following the expiration of the Inspection Period.

45. FORCE MAJEURE. Except for the payment by Tenant to Landlord of any sum due under this Lease, neither Landlord nor Tenant shall be considered in default of any of the terms, covenants and conditions of this Lease on such party's part to be performed if such party fails to timely perform same, and such failure is due, in whole or in part, to any strike, lockout, labor trouble, whether legal or illegal, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, pandemic or epidemic, casualties, Acts of God, acts caused directly or indirectly by the other party or its's agents, employees or invitees, or any other cause beyond the reasonable control of the performing party. Force Majeure does not include failure of the Tenant to secure permitting necessary for the up-fit, occupancy, or other use of the Property.

46. TAXES. Tenant shall be responsible for all ad valorem taxes on the Property (if any) during the Term, taxes on its personal property and on the value of any leasehold improvements.

47. COUNTERPARTS. This Lease may be executed in counterparts. Each fully executed counterpart shall be an original and it shall not be necessary in making proof of this Lease to produce or account for more than one such counterpart. The submission of this Lease by Landlord, its agent or representative, for examination or execution by Tenant does not constitute an option or offer to lease the Leased Premises upon the terms and conditions contained herein or a reservation of the Property in favor of Tenant. It is intended hereby that this Lease shall only become effective upon the execution hereof by Landlord and delivery of a fully executed counterpart hereof to Tenant.

48. MISCELLANEOUS. All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law. In the event this Lease or any term or condition hereof is prohibited by law, it shall be considered null and void and of no further effect. In the event of a conflict between the terms and conditions of this Lease and the Lease Provisions Term Sheet, the terms of the Lease shall govern and control.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease, to be effective as of the date first stated above.

LANDLORD:
Orange County North Carolina
P.O. Box 8181
Hillsborough, North Carolina 27278

W
Attest: *Karna Jensen*

Renee A. Price
Renee Price, Chair

TENANT:
Well Dot, Inc.

Attest: *Carleen Argueta*

By: *David Sokolsky*
DAVID SOKOLSKY, CFO

RP
Landlord
Initials

DS
Tenant
Initials

EXHIBIT A

SITE AND DESCRIPTION OF THE PROPERTY

Attached to and Made Part of Lease

1

PIN 9788-15-1829**TAX MAP NO. 7.92.F.2A****PIN 9788-15-1996****TAX MAP NO. 7.92.F.2****PIN 9788-15-2822****TAX MAP NO. 7.92.F.3**

All those certain tracts or parcels of land, together with all improvements thereon situated, lying and being at the Southwestern intersection of West Franklin and South Roberson Streets in the Town of Chapel Hill, North Carolina and more particularly described as:

BEGINNING at a stake in the intersection and running thence along the West property line of South Roberson Street, South 25° 15' 18" East 200 feet to a stake; thence continuing with the West property line of South Roberson Street, South 25° 15' 18" East 85 feet to a stake; thence leaving the West property line of South Roberson Street and following with a northern line of property now or formerly owned by Pecolia Hogan, South 64° 36' 31" West 136.56 feet to a stake; thence South 25° 48' 27" East 65.91 feet to a stake; thence South 65° 16' 21" West 37.70 feet to a stake; thence North 25° 28' 00" West 350.30 feet to a stake in the South property line of West Franklin Street; thence with the South property line of West Franklin Street North 64° 33' 05" East 105.25 feet to a stake; thence continuing with the South property line of West Franklin Street North 64° 33' 05" East 69.67 feet to a stake, the point and place of BEGINNING, according to plat of survey entitled "Physical Survey Prepared For The County of Orange" by Ballentine & Riley Surveyors, dated 7-8-96 and last revised July 17, 1996, and recorded in Plat Book 76, Page 103, Orange County Registry, to which plat reference is hereby made for a more particular description of the property conveyed.

Same being Lots 1-A, 1-B, 2 and 3 as per plat and survey entitled "Property of Forest Hills Shopping Center, Inc., et al." by Robert J. Ayers, Surveyor, dated October 1963, as revised July, 1967, which plat is recorded in Plat Book 16, Page 27, Orange County Registry and also being part of the property shown on the plat entitled "Recombination of the Property of Orville Campbell" by Freeland Surveyors, Inc., dated December 22, 1987 and revised January 14, 1988 and January 21, 1988, which plat is recorded in Plat Book 49, Page 72, Orange County Registry.



Landlord
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Tenant
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EXHIBIT B

SKETCH OF RENTED SPACE

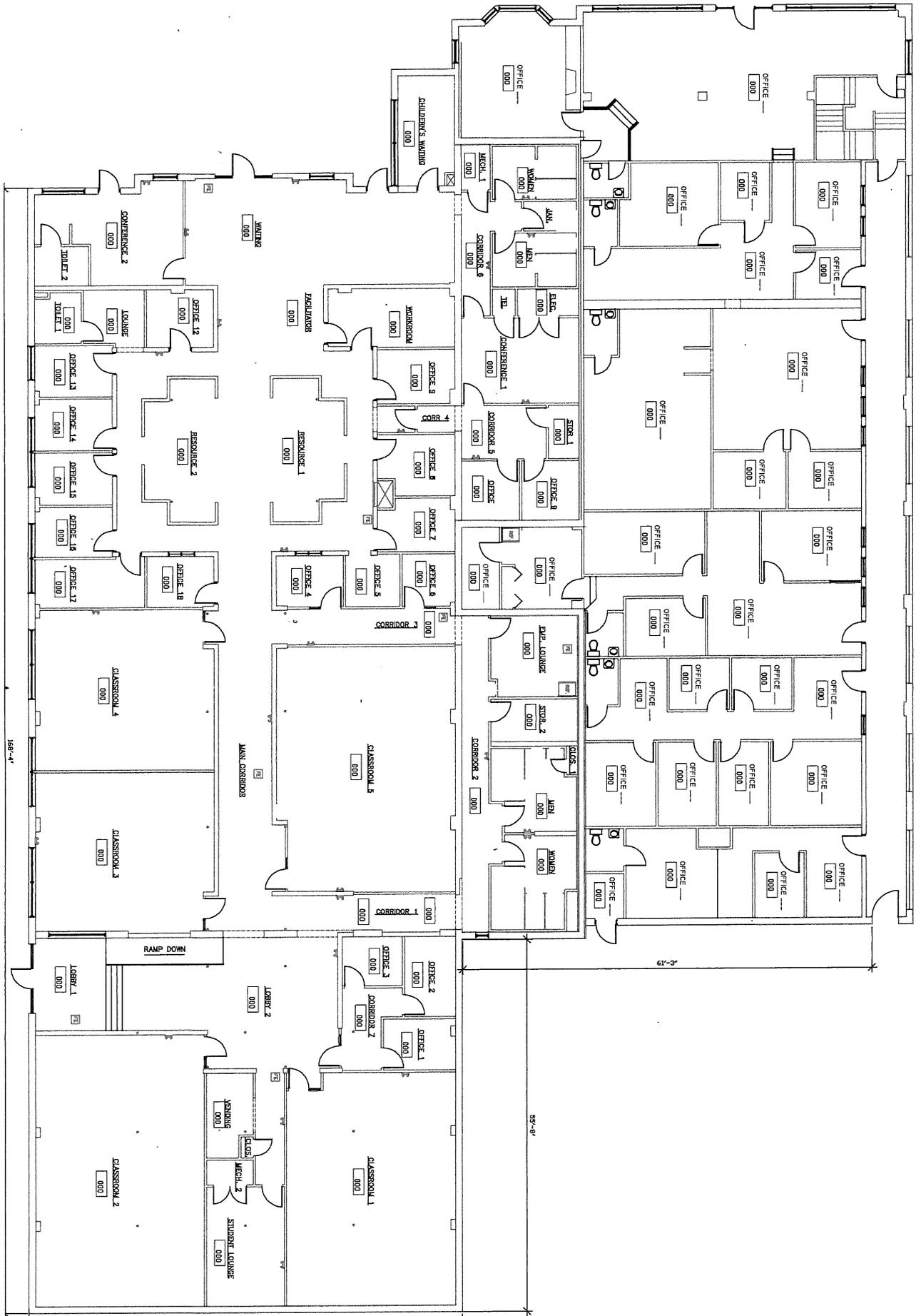
Attached to and Made Part of Lease



Landlord
Initials



Tenant
Initials



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 Initials

TS
 Tenant
 Initials

EXHIBIT C
FORM OF MEMORANDUM OF LEASE

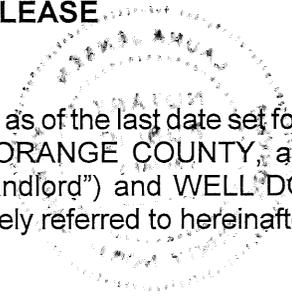
Mail after Recording to: Steven A. Arndt, P.O. Box 8181 Hillsborough, NC 27278

STATE OF NORTH CAROLINA

MEMORANDUM OF LEASE

ORANGE COUNTY

THIS MEMORANDUM OF LEASE ("Memorandum"), made and entered into as of the last date set forth in the notary acknowledgments below (the "Effective Date"), by and between **ORANGE COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as ("Landlord") and **WELL DOT, Inc.**, hereinafter referred to as ("Tenant"). Landlord and Tenant may be collectively referred to hereinafter as the "Parties" or individually as the "Party."



WITNESSETH:

WHEREAS, the Parties executed a Lease Agreement for the Leased Premesis; and

WHEREAS, the Parties desire to record this Memorandum for the purpose of providing record notice of the existence of the Lease and certain of the terms contained therein.

NOW, THEREFORE, for and in consideration of the terms, covenants, and conditions set forth in the Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby acknowledge and declare as follows:

- 1. **Leased Premises.** 501 W. Franklin Street, 503 W. Franklin Street, and 108 S. Roberson Street Chapel Hill, NC 27517, three parcels situated in Chapel Hill, North Carolina having approximately 21,612 square feet of office space.
- 2. **Term.** The term of the Lease shall be for a period of 120 months and shall commence on the date of Substantial Completion, as that term is defined in the Lease Agreement (the "Term"). Upon mutual consent the Lease may be extended by Tenant for two additional terms of five years each.
- 3. **Option.** During the initial 120 month term, the Tenant may exercise an option to purchase the Leased Premises.
- 4. **Incorporation.** All of the terms, covenants, and conditions contained in the Lease Agreement are incorporated herein by reference. Should the terms, covenants, and conditions contained in this Memorandum conflict with the terms, covenants, and conditions contained the Lease Agreement, the terms, covenants, and conditions of the Lease Agreement shall control.

[signature on following page]


Landlord
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Tenant
Initials

IN WITNESS WHEREOF the Parties have caused this Memorandum to be duly executed and recorded as of the effective date.

LANDLORD: ORANGE COUNTY

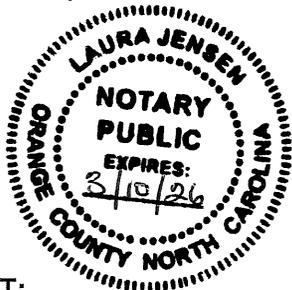
By: Renee A. Price

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, Laura Jensen, a Notary Public for Orange County, North Carolina, do hereby certify that Renee A. Price personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 24th day of May, 2022.

SEAL



Laura Jensen
Notary Public
My Commission Expires: 3/10/26

TENANT:

By: Landlord

And: _____

STATE OF NORTH CAROLINA
COUNTY OF orange

I, Tejal Patel, a Notary Public for Wake County, North Carolina, do hereby certify that Jared Sokolsky and _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 8th day of June, 2022.

SEAL



Tejal Patel
Notary Public
My Commission Expires: November 28, 2026

RP
Landlord
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LS
Tenant
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WELL DOT, INC.
419 W. Franklin Street
Chapel Hill, NC 27516

October 5, 2022

VIA EMAIL AND HAND DELIVERY

Orange County
Director, Asset Management Services
Margaret Lane
Hillsborough, NC 27278

Email: ALL_AMS_MANAGEMENT@orangecountync.gov

Re: Lease dated June 8, 2022 (as amended, the "Lease") by and between Orange County, a political subdivision of the State of North Carolina ("Landlord") and Well Dot, Inc. ("Tenant")

Dear Sir or Madam:

By this letter agreement ("**Letter Agreement**"), we desire to amend Section 23 of the Lease for the purpose of extending the Inspection Period so that it shall now expire on **Monday, November 21, 2022**. As communicated to Landlord, Tenant has encountered issues with the groundwater at the premises under the Lease in its environmental due diligence, and requires the additional Inspection Period time for purposes of conducting further testing thereon to determine the suitability of the premises for Tenant's use. During such extended Inspection Period, Tenant reserves the right to terminate the Lease by providing written notice to Landlord of such termination prior to the expiration of such extended Inspection Period.

As, without the foregoing amendment, the Inspection Period expires tomorrow, on October 6, 2022, in the event that Landlord has not countersigned and acknowledged this Letter Agreement where indicated below, this Letter Agreement shall also serve as Tenant's official written notice terminating the Lease pursuant to Section 23 of the Lease. Notwithstanding the foregoing, in the event that Landlord countersigns and acknowledges this Letter Agreement where indicated below after October 6, 2022, but prior to October 31, 2022 (the "**Outside Effectiveness Date**"), then the Lease shall automatically be reinstated and shall be deemed in full force and effect in all respects, including the amendment to Section 23 set forth in this Letter Agreement. Following the Outside Effectiveness Date, the reinstatement of the Lease pursuant to this Letter Agreement shall be nullified regardless of any subsequent execution by Landlord, and the Lease shall be deemed terminated and of no further force or effect.

Very truly yours,

WELL DOT, INC.

By: 
Name: JARED SOKOLOWSKI
Its: CHIEF FINANCIAL OFFICER, TREASURER

[LANDLORD SIGNATURE ON FOLLOWING PAGE]

ACKNOWLEDGEMENT AND AGREEMENT TO AMEND:

By executing this Letter Agreement, Landlord hereby agrees to the terms of this Letter Agreement and the amendment of Section 23 of the Lease such that the Inspection Period shall now expire on **Monday, November 21, 2022**. With such signature, no further amendment to the Lease shall be required in order to accomplish such revision to the Lease. In the event that this Letter Agreement is executed by Landlord after October 6, 2022 but prior to the Outside Effectiveness Date, the Lease shall be automatically reinstated and shall remain in full force and effect, and shall be deemed amended as set forth in this Letter Agreement, with no further action of the parties required.

LANDLORD:

ORANGE COUNTY,
a political subdivision of the State of North Carolina

By: _____

Name: _____

Its: _____

Date: October ____, 2022

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
10/3/22	Review and consider request by Commissioner Greene, seconded by Commissioner Price, that the Commission for the Environment and County staff follow-up (after being cut short by Covid) on work with the North Carolina Botanical Garden to encourage the NC Department of Transportation, utility companies, and property owners to plan, implement, and study roadside and rights-of-way management practices	12/2022	David Stancil	Staff to move forward with the Commission for the Environment
10/3/22	Review and consider request by Commissioner Richards, echoed by Commissioners McKee and Price, that staff and the Board consider options and opportunities related to universal Pre-K	12/2022	Travis Myren	To be reviewed and considered; Materials from April 2020 may serve as resource to engage discussion
10/3/22	Develop agenda materials outlining the establishment of a School Safety Task Force, including a potential facilitator and a proposed charge and composition, for Board consideration, and subsequently authorizes County staff to solicit representatives from stakeholders and the Clerk to the Board to advertise for residents to apply for appointment to the Task Force	12/2022	John Roberts, Travis Myren, Laura Jensen & Tara May	DONE Item for Board consideration included on October 18, 2022 Business meeting agenda
10/3/22	Conform the BOCC Meeting Calendar/Schedule based on Board discussion and approval	10/2022	Laura Jensen	DONE

**MEMORANDUM**

TO: Board of County Commissioners
Bonnie Hammersley, Orange County Manager
Travis Myren, Orange County Deputy Manager

FROM: Cy Stober, Planning & Inspections Director

CC: Perdita Holtz, AICP, Special Project Supervisor
Patrick Mallett, Interim Current Planning Supervisor
All Current Planning Staff

DATE: October 3, 2022

SUBJECT: Proposed Unified Development Ordinance Amendment to
Remove the Final Plat Signature Plat Acknowledging Compliance
with the Schools Adequate Public Facilities Ordinance (SAPFO)

Staff is initiating a text amendment to Article 7, Section 13.3(F)(3)(g) of the Unified Development Ordinance to remove the text and signature block. Orange County is a signatory and partner in the Schools Adequate Public Facilities Ordinance (SAPFO), and has Memoranda of Understanding (MOUs) with the Town of Hillsborough and the Towns of Carrboro and Chapel Hill, respectively, committing the implementation and support of this ordinance. The signature block proposed for removal is an additional requirement for subdivision plats in Orange County and is redundant with provision and signature of the Certificates of Adequacy of Public Schools Facilities (CAPS). The requirement of the Orange County Schools Board Chair to sign every final subdivision plat is an unnecessary step in the plat approval process and its removal should expedite plat approval and recordation while still requiring provision of the CAPS and not diminishing the County's compliance with SAPFO responsibilities.

The Orange County UDO Sections 2 and 6 compels Planning and Orange County Schools staffs to require a signed CAPS for all residential subdivision actions taken in Orange County; the municipal partners have similar ordinance criteria. The CAPS provides communication between the Orange County Planning and Schools staffs on new and additional student enrollments into the county school systems due to approval of new residential developments, allowing all parties to track the adequacy of the Orange County school systems to accommodate new residents' educational needs. None of the municipal SAPFO partners require subdivision plats to require the signature block proposed for removal and all are compliant with the SAPFO.

Please communicate any feedback or questions to Tyler Sliger, Planner II (tsliger@orangecountync.gov) or Cy Stober, Planning & Inspections Director (cstober@orangecountync.gov).

INFORMATION ITEM**ORANGE COUNTY
DEPARTMENT OF ENVIRONMENT, AGRICULTURE,
PARKS AND RECREATION****MEMORANDUM**

To: David Stancil, DEAPR Director
From: Christian Hirni, Land Conservation Manager
Date: October 18th, 2022
Subject: NC Mountains to Sea Trail Progress Report

As an update on activity along the Mountains to Sea Trail (MST) corridor, I have been working with our trail partner organizations and can report the following activity to further the MST project. To protect landowner confidentiality, properties are not referred to by name:

Occoneechee Mountain to Seven Mile Creek Natural Area (Phase I)

- County staff continues to work with the Eno River Association to negotiate final connections from Dimmocks Mill Road to Occoneechee Mountain State Natural Area, through either fee simple or trail easement options. Recent landowner interest in a combined conservation/trail easement has the real potential to make this connection. Staff continues discussions with State and private nonprofit partners to confirm this route and connection.
- After preliminary review by the State, the Board approved in January final easement language for the acquisition of a conservation and trail easement from the Draper-Savage Foundation (Moorefields), adjacent to Seven Mile Creek Natural Area. After a delay due to legal property ownership changes, all closing documents and easements will be or have been provided to the State for approval before closing. Pending State approval, the closing is estimated for late winter/early spring 2023.
- Discussions have begun with another landowner that could be the final piece needed to connect Seven Mile Creek Natural Area to the east.

Cane Creek Reservoir Area (Phase II)

- Staff continues to work with OWASA staff and the Friends of the MST (FMST) to determine the optimal trail route through OWASA Cane Creek Reservoir lands. A meeting was held in September with OWASA to this purpose. Staff has continued the process of working with Emergency Services, the Sheriff's Office, and other first response agencies to draft an Emergency Access and Management Plan for this proposed section of trails. Once these plans are in draft stage, work will begin to finalize the Memorandum of Understanding (MOU) with OWASA for the trail.
- Staff is also in discussion with a new landowner on Cane Creek Reservoir. This owner is interested in granting a trail easement on land recently acquired adjacent to the reservoir and along the trail route. Discussions will continue after landowner has completed other needed actions for management of the land.
- The Board approved, in November and December of 2021, two landowner-donated trail easements (Carl Shy and Ed Johnson). Recent landowner initiated changes to easement

*Environment, Agriculture, Parks and Recreation
PO Box 8181 / 306-A Revere Road
Hillsborough, NC 27278
(919) 245-2510*

language and/or survey work should be finalized by late fall, allowing for title work and closing dates to be scheduled for late fall / early winter of this year.

- Staff have identified landowners for possible additional connections into and within the trail route on OWASA lands, and has contacted these owners in the recent months about interest.

Buckhorn Road to Seven Mile Creek Natural Area (Phase III)

- *NOTE: This segment of the trail is slated in the CIP for FY 2027-28 and beyond. No activity other than conversations with FMST and occasional landowners.*
- Discussion with FMST staff about potential interim connections along roads route (or future alternate spur route) continues. Conversation in early stages with one landowner and FMST along an interim road route.

Eno River State Park (ERSP) to Durham County (Other Lead Entities)

Note: State Parks, the Eno River Association and the FMST are coordinating in this segment from Hillsborough Riverwalk eastward to Durham County.

- Orange County has recently agreed to help FMST with a bridge crossing project on Cates Creek, as it travels from Hillsborough Riverwalk to Eno River State Park.
- The FMST and State Parks worked to secure a pedestrian walkway on the proposed new NCDOT bridge over the Eno River at Pleasant Green Road. The new bridge is expected to be completed around 2025 (before recent DOT budget issues) with a sidewalk. This will allow nearly 4 additional miles of trail through Eno River State Park.
- FMST, State and County staff continue working to ensure the trail path be included underneath the newly rebuilt Hwy 70 bridge north of Hillsborough.
- FMST and ERA is following up with landowners to connect two portions of ERSP.
- FMST is working to repair the support structure and replace a bridge across Cates Creek, just south of the Eno River in Hillsborough, with a much sturdier, long-term bridge.

Next Steps:

- Follow-up with interested landowners in Cane Creek and Occonechee Mountain / Seven Mile Creek Natural Area locations. Complete recent landowner-initiated revisions.
- Continue discussion of specific trail location and construction details with OWASA staff. Begin drafting, with Emergency Services and Sheriff's Office, an Emergency Access and Management Plan for the Cane Creek Reservoir sections.
- The FMST is posting road routes to allow hiking connections between existing and proposed trail segments on their website.

In closing, it is important to note that negotiations of all trail easements involve a series of discussions with landowners, their attorneys, and the County's environmental and legal staff and management. The County must perform due diligence in any negotiation for acquisitions using public funds. As such, there are occasions where conversations and information gathering is underway and necessary but not always visible to all interested parties, until the time for official action (as per State statutes). Please let me know if we may provide additional information.



FINANCE *and* ADMINISTRATIVE SERVICES

Gary Donaldson, CTP, Chief Financial Officer | gdonaldson@orangecountync.gov | PO Box 8181, Hillsborough, NC 27278 | 919.245.2453

To: Board of County Commissioners

From: Gary Donaldson, Chief Financial Officer

Date: October 18, 2022

Re: Update on the Needs-Based Public School Capital Fund Grant Application

As an update to the attached September 20, 2022 Information Item, the North Carolina Department of Public Instruction has now informed both school districts and the County that we were not selected for Needs-Based Public School Capital Fund (NBPSCF) grants.

Both letters are attached as well for your reference. County staff will continue to collaborate with both school districts' staff for any future grant opportunities.

Thank you.

cc: Bonnie Hammersley, County Manager
Travis Myren, Deputy Manager

Attachments



FINANCE *and* ADMINISTRATIVE SERVICES

Gary Donaldson, CTP, Chief Financial Officer | gdonaldson@orangecountync.gov | PO Box 8181, Hillsborough, NC 27278 | 919.245.2453

To: Board of County Commissioners

From: Gary Donaldson, Chief Financial Officer

Date: **September 20, 2022**

Re: **Needs-Based Public School Capital Fund Grant Application**

The Needs-Based Public School Capital Fund (NBPSCF) was established to assist counties with their critical public school building capital needs. Grants from the NBPSCF are funded with revenue from the North Carolina Education Lottery. Grant funds are available to eligible counties for construction of new school buildings and additions, repairs, and renovations of existing school facilities. Counties with an adjusted market value of real property less than \$40 billion are eligible to apply for a NBPSCF grant.

The County coordinated with both school district to submit applications for grant funding by the September 1, 2022 deadline. The NBPSCF requires a local match of up to 35%. The local match for both school districts is achieved from Board approved funding in the County's Capital Improvement Program.

The Chapel Hill-Carrboro City Schools (CHCCS) grant application project is a complete renovation and partial replacement of the Carrboro Elementary School. The total funding for this project is \$30,345,528 which consists of a local match of \$7,586,382 and a NBPSCF grant request of \$22,759,146.

The Orange County Schools (OCS) first grant application is renovation and replacement of the Central Elementary School Heating, Ventilation and Air Conditioning, Plumbing, and related improvements. The total funding for this project is \$9,233,636.43 which consists of a local match of \$2,233,636 and a NBPSCF grant request of \$7,000,000.

The second OCS grant application request is renovation and replacement of the Efland-Cheeks Global Elementary School Heating, Ventilation and Air Conditioning, Plumbing, and related improvements. The total funding for this project is \$6,603,000 which consists of a local match of \$2,603,000 and a NBPSCF grant request of \$4,000,000.

Further updates will be forthcoming following grant award notifications.

cc: Bonnie Hammersley, County Manager
Travis Myren, Deputy Manager



NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION

Catherine Truitt, *Superintendent of Public Instruction*

www.dpi.nc.gov

September 21, 2022

Dr. Monique Felder
 Superintendent
 Orange County Schools
 200 E King St.
 Hillsborough, NC 27278

Dear Dr. Felder:

Thank you for your interest in the Needs-Based Public School Capital Fund.

In the 2022-23 grant cycle, 72 districts submitted 164 applications for projects totaling more than \$2.4 billion in requests, illustrating the tremendous need for this critical program. However, the amount of funding available for grant awards was \$302 million, or 12.4% of total requests.

While we are excited by the level of interest, we recognize that there are districts who have incredible projects they hope to see come to fruition. We encourage you to apply again next year when additional funding will be available for awards.

We appreciate your interest and welcome any questions you have about the program. Thank you for your continued leadership and service to students and their families.

Sincerely,

Catherine Truitt

CT/nm

cc: Ms. Bonnie Hammersley, Orange County Manager
 Dr. Robert Taylor, Deputy Superintendent, District and School Support Services
 Dr. Lynn Harvey, Senior Director, District Operations
 Mr. Nathan Maune, Section Chief, School Planning

OFFICE OF THE NORTH CAROLINA SUPERINTENDENT

Catherine Truitt, *Superintendent of Public Instruction* | catherine.truitt@dpi.nc.gov
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NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION

Catherine Truitt, *Superintendent of Public Instruction*

www.dpi.nc.gov

September 21, 2022

Dr. Nyah Hamlett
 Superintendent
 Chapel Hill-Carrboro City Schools
 750 S Merritt Mill Rd.
 Chapel Hill, NC 27516

Dear Dr. Hamlett:

Thank you for your interest in the Needs-Based Public School Capital Fund.

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Sincerely,

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