



**Orange County
Board of Commissioners**

Agenda

Virtual Business Meeting

October 19, 2021

7:00 p.m.

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

Due to current public health concerns, the Board of Commissioners is conducting a Virtual Business meeting on October 19, 2021. Members of the Board of Commissioners will be participating in the meeting remotely. As in prior meetings, members of the public will be able to view and listen to the meeting via live streaming video at orangecountync.gov/967/Meeting-Videos and on Orange County Gov-TV on channels 1301 or 97.6 (Spectrum Cable).

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

- Written submittals by email
- Speaking during the virtual meeting

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

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

1. Additions or Changes to the Agenda

PUBLIC CHARGE

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

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 July 1, 2021 through September 30, 2021

5. Public Hearings

6. Regular Agenda

- a. Community Climate Action Grant (CCAG) – FY 2021-22 Project Selection for General Applicants
b. Establishment of a Schools Capital Needs Work Group
c. Establishment of a Library Services Task Force

7. Reports

- a. Orange County Partnership to End Homelessness – 2021 Data Update

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 2021-22 Budget Amendment #2
c. Approval of Financing Arrangements for Orange Rural Fire Department to Construct a New Fire/EMS Station
d. Development Agreement between Orange County and Orange Rural Fire Department for New Fire/EMS Station
e. Amendments to the Orange County Code of Ordinances, Section 14-1- Fire, to Adopt All Optional Operational Permits as Identified in the NC Fire Prevention Code, Section 105
f. Renewal of the Expiring Three-Year Interlocal Agreement between Orange County and the Town of Chapel Hill to Continue the Joint Funding for the “LAUNCH, Inc.” Small Business Incubator
g. Approval of a Lease for the Historic Norwood Law Office – 135 Court St., Hillsborough, to the Preservation Fund of Hillsborough, Inc.
h. Approval of the Management Services Agreement for the Piedmont Food Processing Center
i. Change in BOCC Meeting Schedule for 2021
j. Approval of Board of Commissioners Meeting Calendar for Year 2022
k. Proclamation Commemorating the 200th Anniversary of the Burwell School
l. Resolution Acknowledging the Results from the 2020 Census Indicating Orange County Remains in Lawful Compliance With Applicable Requirements for Board of County Commissioners’ Nominating Districts



9. County Manager’s Report

10. County Attorney’s Report

11. *Appointments

12. Information Items

- October 5, 2021 BOCC Meeting Follow-up Actions List
- Memorandum – Report on 2020 Census Results in Orange County
- Memorandum Regarding 2016 School Bond Referendum Projects

13. Closed Session

14. Adjournment

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

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

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

Public Comment Instructions

Public Comment – Written

(for Items not on the Agenda, Agenda Items and Public Hearings)

Members of the public may provide written public comment by submitting it to the ocbocc@orangecountync.gov email address by 3:00 PM on the afternoon of the meeting.

When submitting the comment, include the following:

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

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

Public Comment – Verbal

(for Items not on the Agenda, Agenda Items and Public Hearings)

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



When submitting the request to speak, include the following:

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

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

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

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT
Meeting Date: October 19, 2021**

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

SUBJECT: Recognition of County Employee Retirements from July 1, 2021 through September 30, 2021

DEPARTMENT: Human Resources

ATTACHMENT(S):

INFORMATION CONTACT:

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

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

BACKGROUND: The following employees have retired in the first quarter of this fiscal year:

First Name	Last Name	Title	Department	Retirement Date	YRS OF SERVICE
ERNEST	MOORE	FACILITIES ENVIR TECH II	SHERIFF	08/18/2021	3
CLAUDE	PIERCY	DEPUTY REGISTER OF DEEDS II	REGISTER OF DEEDS	08/31/2021	5
LISA	BRASHEAR	ADMINISTRATIVE SUPPORT I	ENVIRONMENT, AG, PARKS & REC	07/31/2021	16
ANGELA	ROCKETT	OFFICE ASSISTANT II	HOUSING & COMM DEVELOPMENT	07/30/2021	19
PAUL	LAUGHTON	DEPUTY FINANCIAL SRVS DIRECTOR	FINANCE AND ADMIN SERVICES	08/31/2021	22
GWEN	CAPERS	ADMINISTRATIVE SUPPORT II	HUMAN RESOURCES	08/31/2021	32
BLAIR	POLLOCK	SOLID WASTE PLANNER	SOLID WASTE MANAGEMENT	07/30/2021	33
TRUDY	LUCAS	TELECOMMUNICATOR	EMERGENCY SERVICES	07/31/2021	34

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 recognition.

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 County employee 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 19, 2021

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

SUBJECT: Community Climate Action Grant (CCAG) – FY 2021-22 Project Selection for General Applicants

DEPARTMENT: Asset Management Services

ATTACHMENT(S):

- 1) CCAG 2021-22 Project Descriptions, Scoring, and Comments for General Applicants
- 2) CCAG 2021-22 Project Descriptions, Scoring, and Comments for School Application

INFORMATION CONTACT:

Brennan Bouma, (919) 245-2626
Steven Arndt, (919) 245-2658

PURPOSE: To:

- 1) Receive the grant project funding recommendations from the Human Relations Commission (HRC) and the Commission for the Environment for the FY 2021-22 Orange County Community Climate Action Grant Program;
- 2) Approve funding for the recommended Community Climate Action Grant projects for FY 2021-22 as outlined in the attached report; and
- 3) Receive and approve the request from the HRC to shift one point in the scoring rubric from “Time to Complete” to “Social Justice/ Racial Equity” in future rounds of grant funding.

BACKGROUND: As part of the FY 2019-20 budget, the Board of Orange County Commissioners (BOCC) created the Orange County Climate Action Fund dedicated to accelerating climate change mitigation actions in Orange County. This decision was motivated in part to 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.

For the 2021-22 funding cycle, \$536,665 in funding was budgeted to support climate action projects that will benefit Orange County residents both socially and financially. Following the direction of the Board of Orange County Commissioners (BOCC), the process for soliciting and selecting projects to receive funding was conducted through a formal Community Climate Action Grant (CCAG) program.

For this grant cycle, the BOCC reserved half of the total funding for this grant program (\$268,332.50) to be awarded to projects submitted by either of Orange County’s two public school

districts. The remaining half (\$268,332.50) was to be made available to all other eligible general applicants in this round.

Only one project totaling \$68,616 has been submitted from either School district, and no funding allocated for the schools has yet been recommended for approval. Attachment 2 provides additional information. In light of the Board's interest in supporting school climate action projects and the special challenges facing schools as they operate during a pandemic, the current grant deadline for school projects will be extended through the end of November. County staff have already begun reaching back out to the schools to offer direct assistance in generating project proposals for this extended FY2021-22 round of funding as well as the FY2022-23 round of funding set to open later this year.

The information below describes the scoring, ranking, and reasoning of the review of general applications.

The Community Climate Action grant program received seven (7) applications in this round from a variety of general applicants representing non-profit and public organizations whose total requests add up to more than \$880,000. While staff fielded some questions from prospective applicants from the private sector, no private sector applications were received.

Grant applications were completed over the summer and reviewed and scored by the Commission for the Environment (CFE) and the Human Relations Commission (HRC). On September 13, 2021, each of these Commissions voted to forward their final scoring and comments to the BOCC.

The following is a rank-order summary table of the combined project scoring and recommendations, and more details on each project are available in Attachment 1:

<u>Project</u>	<u>Applicant</u>	<u>Funding Requested</u>	<u>Recommended Funding Level</u>	<u>Running total</u>	<u>Total Score (Out of 25 pts)</u>	<u>Rank* (Out of 7 applications)</u>
Low Income HVAC Replacement	Rebuilding Together of the Triangle	\$113,000	\$113,000	\$113,000	22.8	1
Neighborhood Energy Resiliency Project (NERP)	NC Sustainable Energy Association	\$115,000	\$90,000	\$203,000.00	21.2	2
Food Waste Monitor	Town of Carrboro	\$4,000	\$4,000	\$207,000.00	20.4	3
Food Waste Monitor	Eno River Farmer's Market	\$3,765	\$3,765	\$210,765.00	19.6	4
Sustainability Upgrades (Bike Rack and Charging Station element only)	Carrboro Arts Center	\$17,000	\$17,000**	\$227,765.00	18.4	5

203 Project Solar PV Array and Green Roof	Town of Carrboro	\$178,507	\$40,567.50**	\$268,332.50	17.7	6
Wayfinding Implementation	Town of Chapel Hill	\$100,000	\$0	\$268,332.50	14.9	7
Sustainability Upgrades (Full Project)	Carrboro Arts Center	\$371,290	\$0	\$268,332.50	13.8	8
Total Requested by General Applicants (Funds available for 2021-22: \$268,332.50)		\$885,562	\$268,332.50			

* All projects, including those that tied in their scoring and those that exceed the funding limit were placed in rank order by CFE and HRC voting.

** The HRC recommended funding only the Bike Rack and Charging Station element of the Carrboro Arts Center. The CFE did not recommend funding any portion of the ArtsCenter application in favor of adding to the partial funding of Carrboro's 203 Project.

In addition to providing feedback on the FY 2021-22 round of grant applications, the HRC also made a suggestion regarding an improvement to the scoring rubric used for the grant evaluations. The HRC suggested reducing the weight given to the "Time to Complete" scoring category and adding a point to the "Social Justice/ Racial Equity" category to better reflect the grant program values.

FINANCIAL IMPACT: The Climate Action Tax is projected to generate \$536,665 in funds in FY 2021-22, and the Board of Orange County Commissioners intends to identify impactful projects and distribute these funds promptly to accelerate action on the urgent issue of climate change and help to further stimulate the local economy.

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.

Social Justice and Racial Equity is the most heavily-weighted factor in scoring projects proposed through this grant program, ensuring that the equitable distribution of funds and the repair of environmental inequities are a central element of each funded project. 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 Fund will continue to 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

- 1) Receive the grant project funding recommendations from the Human Relations Commission and the Commission for the Environment for the FY 2021-22 Orange County Community Climate Action Grant Program;
- 2) Approve funding for the recommended Community Climate Action Grant projects for FY 2021-22; and
- 3) Approve the request from the HRC to shift one point in the scoring rubric from "Time to Complete" to "Social Justice/ Racial Equity" in future rounds of grant funding.



Date: October 19th, 2021
To: Board of Orange County Commissioners
From: Brennan Bouma, Sustainability Coordinator
Steven Arndt, Director Asset Management Services
RE: Orange County Community Climate Action Grant - Project Descriptions, Scoring, and Comments for General Applicants

For the 2021-22 funding cycle of the Orange County Community Climate Action Grant program, \$536,665 in funding was budgeted to support climate action projects that will benefit Orange County residents both socially and financially. For this grant cycle, the Board of Orange County Commissioners have reserved half of the total funding for this grant program (\$268,332.50) to be awarded to projects submitted by either of Orange County's two public school districts. The remaining half (\$268,332.50) was to be made available to all other eligible "general" applicants in this round.

During the time this round of grant funding was open for applications over the summer, County staff reached out to staff at both school districts to notify them of the grant funding opportunity and offer assistance. Orange County schools staff passed along this notice to other school staff and the Director of Facilities and Construction. No grant applications were received. When the grant period opened, the Chapel Hill-Carrboro City Schools were in the process of hiring their new Sustainability Director. The new Director was hired 2-3 weeks before the grant application period closed. County staff worked with them to create a project idea that might be ready in time and they were able to submit a proposal.

Only one project totaling \$68,616 has been submitted from either School district, and no funding allocated for the schools has yet been recommended for approval. Attachment 2 provides additional information. In light of the Board's interest in supporting school climate action projects and the special challenges facing schools as they operate during a pandemic, the current grant deadline for school projects will be extended through the end of November. County staff have already begun reaching back out to the schools to offer direct assistance in generating project proposals for this extended FY2021-22 round of funding as well as the FY2022-23 round of funding set to open later this year.

The Community Climate Action grant program received seven (7) applications in this round from a variety of general applicants representing non-profit and public organizations whose total requests add up to more than \$880,000. While staff fielded some questions from prospective applicants from the private sector, no private sector applications were received.

Following the scoring and eligibility guidelines of the Board of Orange County Commissioners (BOCC), the applications were reviewed and scored by the Commission for the Environment (CFE) and the Human Relations Commission (HRC). The BOCC asked the Human Relations Commission to score the applications on the Social

Justice and Racial Equity criterion, as this pertains to their expertise and because the racial representation of the CFE as a whole does not reflect the racial diversity of Orange County. The HRC and the CFE discussed the scoring process, reviewed application materials, and shared thoughts on each application over the course of two monthly meetings and on September 13th each of these Commissions voted to pass their final scoring and comments on each application along to the BOCC.

The following is a rank-order summary table of the combined project scoring and recommendations. A full table showing the scores for each project on each of the 7 scoring elements is included in the Appendix.

<u>Project</u>	<u>Applicant</u>	<u>Funding Requested</u>	<u>Recommended Funding Level</u>	<u>Running total</u>	<u>Total Score (Out of 25 pts)</u>	<u>Rank* (Out of 7 applications)</u>
Low Income HVAC Replacement	Rebuilding Together of the Triangle	\$113,000	\$113,000	\$113,000	22.8	1
Neighborhood Energy Resiliency Project (NERP)	NC Sustainable Energy Association	\$115,000	\$90,000	\$203,000.00	21.2	2
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Food Waste Monitor	Eno River Farmer's Market	\$3,765	\$3,765	\$210,765.00	19.6	4
Sustainability Upgrades (Bike Rack and Charging Station element only)	Carrboro Arts Center	\$17,000	\$17,000**	\$227,765.00	18.4	5
203 Project Solar PV Array and Green Roof	Town of Carrboro	\$178,507	\$40,567.50**	\$268,332.50	17.7	6
Wayfinding Implementation	Town of Chapel Hill	\$100,000	\$0	\$268,332.50	14.9	8
Sustainability Upgrades (Full Project)	Carrboro Arts Center	\$371,290	\$0	\$268,332.50	13.8	9

Total Requested by General Applicants (Funds available for 2021-22: \$268,332.50)	\$885,562	\$268,332.50			
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* All projects, including those that tied in their scoring and those that exceed the funding limit were placed in rank order by CFE and HRC voting.

** The HRC recommended funding only the Bike Rack and Charging Station element of the Carrboro Arts Center Grant application. This portion of the overall application is listed as a separate project in the table above, ranking 5th overall whereas the overall project ranks 9th. The CFE's discussion aligned with the idea that this was the most fundable portion of the overall application, but in the end recommended no funding for this application to allow for more of the remaining general grant funds (\$57,567.50) to go to the Town of Carrboro's 203 Project Solar PV Array and Green Roof application. Below is a set of expanded details on each proposed project, in rank order per HRC and CFE scoring. The quoted text was pulled directly from various sections of the submitted applications. Also summarized below are the comments from the HRC and the CFE, along with their scores and funding recommendations.

#1 Ranked Project – Low Income HVAC Replacement

Applicant (Collaborators): Rebuilding Together of the Triangle

Funding Requested: \$113,000

Recommended Funding Level: \$113,000

Total Score (Out of 25 pts): 22.8

Project Description: "This program will replace home heating furnaces with electric heat pump heating systems for low-income homeowners in Orange County. Priority will be given to homeowners who have experienced a system failure and are without adequate heating."

"Applicants to the Orange County Home Preservation Coalition (OCHCP) for weatherization, energy efficiency, urgent repair, or other related services constitute the target population for this project. During application intake the applicant's house is evaluated for potential benefit from this project. Benefits of this project, lower utility bills and lower greenhouse gas emissions, are then explained to the chosen applicants. With agreement of the chosen applicant appropriate modifications are made to the house to transition from an inefficient HVAC system to an efficient heat pump HVAC System."

Project Benefits: "This project was designed to help low-income, Orange County households to transition from inefficient, greenhouse gas generating furnaces to highly efficient, greenhouse gas-minimizing heat pump HVAC systems."

"This project was also designed to cost effectively reduce greenhouse gas emissions. The cost for each pound of yearly CO_{2e} emissions reduction by a \$25k electric automobile is about \$5. The cost for each pound of yearly CO_{2e} emissions reduction by rooftop solar is about \$4. The cost for each pound of yearly CO_{2e} emissions reduction by a heat-pump HVAC system is about \$2."

Grant Dollars Requested Per Metric Ton of Greenhouse Gas Emissions Reduced During Project Lifetime:
\$221.23

HRC Comments: The HRC felt this proposed project had a strong social justice focus and they appreciated the detailed breakdown of who would benefit.

While this project seemed expensive to some reviewers given the limited number of houses who will benefit, others pointed out that this was the state of the market for HVAC systems today. There was agreement that this was a needed service in the community.

CFE Comments: The CFE felt that this project was well-conceived and the application was well done.

The proposed project uses money efficiently, leveraging funds from private donors as well as rebates from Duke Energy. The project also focuses on the most impactful energy-saving upgrades and will have a long-lasting benefit for 40 individual households. CFE reviewers pointed out that this project will benefit a relatively small number of County residents, but that the benefits could be significant in cost savings and quality of life improvements. The project will employ local Orange County residents and prioritizes using local sources for goods and services. The project plans include community outreach to explain and support the goals of the project. The agency has a good reputation in the area and existing relationships with the low-income households to be served.

#2 Ranked Project – Neighborhood Energy Resiliency Project (NERP)

Applicant (Collaborators): NC Sustainable Energy Association (Neighborhood resident and advocate Tamara Sanders, Energy Reduction Specialists of NC, Enpira Inc., Central Piedmont Community Action (CPCA), and Marian Cheek Jackson Center)

Funding Requested: \$115,000

Recommended Funding Level: \$90,000

Total Score (Out of 25 pts): 21.2

Project Description: “NERP focuses on a historically-Black and -disadvantaged community in Carrboro to improve standards of living and reduce emissions by installing energy efficiency upgrades, implementing an education campaign and measuring project impacts. The project will install retrofits for at least 15 homes, provide energy conservation educational materials that can be shared with all Carrboro residents electronically, provide print materials to be shared by local partners, and develop a model that can be replicated throughout Orange County.

The project team will target a neighborhood of ~40 homes in the Alabama/Davie/Glosson Circle neighborhood... These homes will be allowed to apply for services, and the team will select best-fit homes that will generate the highest emissions reductions and alleviate energy burden. Retrofit materials will be purchased from local businesses in Orange County and the contractor will provide energy conservation education during installations. The team will carry out an energy analysis on 1 year of pre-retrofit usage and 1 year of post-retrofit usage. For those homes not selected but in need of assistance, the team will help the residents explore other potential options available to them including services from the N.C. Weatherization Assistance Program (NCWAP) and utility-offered services.

The team will also implement an education campaign to extend impact beyond residents receiving retrofits. A community organizer who resides in the neighborhood will promote the program to residents and collaborate with community groups to organize an energy conservation workshop for Orange County residents. There will

also be a retrofit Shadowing Day where residents can watch the contractors assess one of the homes and learn how to increase the efficiency of their homes. In addition, several educational materials will be created that will be available to share with all Carrboro citizens.”

“Nearly half of the funds (\$62K) will go towards the retrofit equipment for the neighborhood residents and the labor necessary to install the equipment. Remaining funds will go towards the administrative effort and materials needed to manage the project, include a community organizer, implement an education campaign and carry out analysis of energy use to measure impacts. NCSEA, through support from Coastal Credit Union, will be providing \$10K towards the project to support the creation of educational materials.”

Project Benefits: “The direct beneficiaries of the project will be the residents in the neighborhood of focus for this project. These are the homes that will be considered for energy retrofits that will result in lower energy bills, healthier homes, and more stabilized communities. The residents who do not receive retrofits will still benefit from receiving energy conservation education through the project’s community workshop, Shadowing Day, and promotion of energy efficiency resources. Educating residents on energy conservation may also result in lower bills and healthier homes, albeit likely on a smaller scale compared to the retrofits.”

Grant Dollars Requested Per Metric Ton of Greenhouse Gas Emissions Reduced During Project Lifetime:
\$816.99

HRC Comments: The HRC had high praise for this application, and encouraged the use of this proposed project as a model for others. They appreciated that a local community activist put together the project idea and then reached out to NCSEA to help organize the grant application and administer the project. They also pointed out that this community activist has an education plan in mind and would help to connect all collaborators to the community as she lives in the community. Impacts of the project would be expanded as the proposal includes a plan for interested community members to shadow the contractors as they do the work to learn more and be able to conduct their own energy efficiency work in the future.

CFE Comments: The CFE felt that this project was very much in line with the goals of the grant program as it directly reduces energy use and bills and improves quality of life for households in a marginalized community.

Relatively few residents will receive support, but the project will create significant benefits for those who do, and other County residents will receive information about the improvements and ways of saving energy.

Wherever possible, the project will purchase from Orange County vendors, although collaboration with partners outside of Orange County likely reduces the amount of funding that will be spent in Orange County. NCSEA, through support from Coastal Credit Union, will also be providing \$10K towards the project to support the creation of educational materials. The applicant has the capacity to complete the project.

If insufficient funds remain to fully fund this project, based on its rank the CFE would recommend partial funding of up to \$90K. The CFE points out that the budget line items for data analysis and/or educational materials might be reduced in favor of more direct energy efficiency materials and labor for more homes. Once the impacts of this pilot program are clearer, a larger focus on outreach might be better justified to spread the model. The CFE acknowledges that education is important to encourage participation, but would recommend a focus on more direct impact in this initial phase. Data analysis might be done directly by NCSEA in order to redirect funding towards energy efficiency work or reduce overall project costs.

#3 Ranked Project – Food Waste Monitor

Applicant (Collaborators): Town of Carrboro (Orange County Solid Waste Management and Carrboro Farmers' Market)

Funding Requested: \$4,000

Recommended Funding Level: \$4,000

Total Score (Out of 25 pts): 20.4

Project Description: "Since 2016, Orange County Solid Waste Management has been providing free food waste collection on Saturdays at the Carrboro Farmers' Market. Participants can bring all food scraps for collection, including those which are not recommended for backyard compost. The organic waste is collected weekly by Brooks Contractors, a local commercial composting company. Approximately 150 patrons utilize this service on a weekly basis.

The food waste collection program requires a monitor who sets up the collection station, changes out full bins, counts patrons, helps avoid bin contamination, and provides guidance to program participants."

"Funding will be used to pay a part-time staff member to perform these duties."

Project Benefits: "Residents of Carrboro and Orange County will directly and indirectly benefit from this program. The program provides direct benefits by providing a free food waste collection service for local residents. Composting organic material will indirectly benefit local residents by reducing greenhouse gas emissions in order to mitigate climate change. The food waste collection program is open to the general public and there are no restrictions to participation.

The program is an important resource for residents of multifamily housing in Carrboro, as their ability to compost food waste is limited by a lack of yard space to set up a composting bin or pile. This program provides an opportunity for residents of multifamily housing to compost at no cost. Residents of multifamily housing make up a large proportion of Carrboro's population, as approximately 58 percent of residences within the Town are multi-unit structures (5,336 units)."

"Food waste collection is offered at the Carrboro Farmers' Market, located at the Town Commons at 301 W Main St. The median annual household income for the census tract in this location is \$37,100/year, which is lower than the median annual household income for the Town of Carrboro overall."

"The project location's census tract is more diverse than the Town as a whole. The food waste collection program will provide a valuable service for residents nearby the market as well as others who frequent the market during its operating hours."

Grant Dollars Requested Per Metric Ton of Greenhouse Gas Emissions Reduced During Project Lifetime:
\$85.05

HRC Comments: Overall the HRC felt that this project was inexpensive and worth funding. Reducing waste and ensuring waste is composted serves everyone. The environmental benefits of this project also align with social justice benefits as less waste would be going to landfills in more vulnerable communities.

HRC reviewers would have liked to see a breakdown by race and income of who goes to the farmers market, in order to make a more informed determination of how direct the social Justice and racial equity benefits might be.

In the end, given that Orange County Solid Waste has already put money into making this compost drop-off program work, and given the good cost to benefit ratio, the HRC felt that this project was beneficial.

CFE Comments: By assisting with diverting food waste from the landfill waste stream, this composting project reduces greenhouse gas emissions. Compost monitors increase the use of the compost drop off location and also help reduce the amount of non-compostable waste that enters the compost stream. This quality control helps keep the composting process profitable. The grant funding will help ensure that an established program with positive impacts can continue, and the applicant has sufficient capacity to successfully complete the project.

It was not clear to the CFE that the existence of compost monitors would increase use of the farmer's market overall as the applicant stated, but the presence of compost monitors would very likely be good for waste reduction education and the promotion of composting. There was also some concern about this program becoming dependent on continued grant funds in the future.

In the end, because the cost request was small and the impacts immediate, there was consensus among CFE reviewers to recommend funding this project.

#4 Ranked Project – Food Waste Monitor

Applicant (Collaborators): Eno River Farmer's Market (Orange County Solid Waste)

Funding Requested: \$3,765

Recommended Funding Level: \$3,765

Total Score (Out of 25 pts): 19.6

Project Description: "We are requesting funds to pay for 2 compost monitors for the Eno River Farmers' Market (ERFM) Community Compost Collection site. Monitors will work during market hours throughout the year to assure that only compostable items are collected and will provide education to ERFM customers and vendors about composting. They will also assist the ERFM Manager with community outreach in Northern Orange County to build awareness of the ERFM Community Compost Collection Site beyond the Market. Monitors will also be responsible for record keeping and setting up the compost collection table and bins and breaking it down at the end of the Market each Saturday."

Project Benefits: "This project will provide funding for compost monitors at the Eno River Farmers' Market Community Compost Collection site. This will provide the oversight we need to ensure that only compostable items are collected. The monitors will also provide education to community members about composting and encourage household compost collection. This will help Orange County to decrease the amount of waste going to landfills, reduce methane emissions at the landfill, reduce transportation to a Waste and Recycling Center to drop off food waste, and will lead to the creation of rich compost that will increase the carbon capture of the soil in Orange County and the surrounding area.

The Hillsborough Farmers' Market draws primarily from northern Orange County, which is an area that is often left out of climate initiatives. Many community members have expressed appreciation for the Compost Collection at the Farmers' Market: they are no longer having to make the longer car trip to the Walnut Grove Waste and Recycling Center; others who never composted before are starting to do so and have significantly decreased the amount of food waste they throw out as a result; others who were already composting at home are appreciative of the fact that they can bring items to the ERFM Community Compost Collection site that they cannot compost in their back yard, since the compostables are picked up by Brooks Contractors, an industrial composter with the ability to accept a broader range of compostables.

This project will contribute to carbon reduction in several ways: by reducing methane levels at the landfill; by helping our soil to sequester more carbon and by reducing the carbon emissions from cars by providing a closer food waste drop off for residents of Northern Orange County. Based on current use numbers, we estimate that 400 community members per month will utilize this collection site. In addition, most of Orange County waste is sent to a landfill in Sampson County, where a poor minority community has had to deal with the smell and pollution of the mega landfill in their backyard. Reducing the waste that ends up in the landfill will have a positive impact on this community."

**Grant Dollars Requested Per Metric Ton of Greenhouse Gas Emissions Reduced During Project Lifetime:
\$106.27**

HRC Comments: Overall the HRC felt that this project was inexpensive and worth funding. Reducing waste and ensuring waste is composted serves everyone. The environmental benefits of this project also align with social justice benefits as less waste would be going to landfills in more vulnerable communities.

HRC reviewers would have liked to see a breakdown by race and income of who goes to the farmers market, in order to make a more informed determination of how direct the social Justice and racial equity benefits might be.

In the end, given that Orange County Solid Waste has already put money into making this compost drop-off program work, and given the good cost to benefit ratio, the HRC felt that this project was beneficial.

CFE Comments: CFE reviewers felt that this was a cost-effective and highly visible project that would increase access to the County's composting services. Keeping food waste out of the municipal waste stream avoid a good amount of greenhouse gas emissions as it reduces the tonnage of waste transported by heavy trucks out of the County. The applicants' proposal outlines a project that appears clear and obtainable.

Not all CFE reviewers were convinced with the applicants' claim that that the presence of a compost collection site at the market increases the number of weekly visitors to the market, thus increasing the market's economic success. Also, the CFE was concerned there was no longer-term plan for funding the compost monitors after the grant period is over.

In the end, the relatively low cost and potential for diesel emissions reduction, coupled with the applicant's commitment to use media to engage with the community to encourage composting, were all factors that led to a higher rank.

#5 Ranked Project – Sustainability Upgrades (Bike Rack and Charging Station element only)

Applicant (Collaborators): Carrboro Arts Center

Funding Requested: \$17,000

Recommended Funding Level: \$17,000

Total Score (Out of 25 pts): 18.4

Project Description: “Installing several bike racks beyond those required by code, as well as Electric Vehicle and E-bike charging stations. The ArtsCenter’s new location is accessible by walking, buses and bikes. The purpose of the project is to encourage The ArtsCenter’s patrons to use more environmentally friendly modes of transportation to access the center.”

“Currently, The ArtsCenter is located on East Main Street in Carrboro. The future site of their new home is located next to one of Carrboro’s historically Black neighborhood; Lincoln Park and is adjacent to what is considered the LatinX hub of Carrboro. The new site is on several bus lines and is walking and biking distance from downtown as well as many residential communities. Providing ample bike racks, as well as EV and E-Bike charging stations, TAC encourages the community to be mindful of the carbon footprint that traditional car travel leaves behind.”

Project Benefits: “The ArtsCenter (TAC) has always been a year-round, seven days a week arts home where people come together to enjoy and participate in music, dance, theater, the fine arts, and the intersection between these disciplines. The new site plans provide the organization congregational space to truly connect with their neighbors, and flourish as a community center for the arts. TAC continues to actively develop relationships with their new neighbors as they explore programming and physical plans that celebrate and honor cultural, racial, ethnic and thought inclusivity.”

“The charging stations will produce a savings for community members, more so than The ArtsCenter. Joining the trend of providing charging stations The ArtsCenter will be giving their patrons this added convenience to encourage the use of both electric cars and electric bikes, thus reducing the carbon footprint of the entire community. The patrons will save the cost of gas.”

Grant Dollars Requested Per Metric Ton of Greenhouse Gas Emissions Reduced During Project Lifetime: No estimate provided by applicant.

HRC Comments: Because this proposed project does little to directly address social justice or improve the quality of life for marginalized residents, the HRC recommends funding only the bike rack and electric charging station element of this application. This is the least expensive element, and the one that might do the most to increase the accessibility of the center to the marginalized neighborhoods nearby.

CFE Comments: The bike rack and the bike and vehicle charging station component of the application was discussed favorably by the CFE, though some felt that these should either be added to the basic project design, or they could be added in later once the need for grant funding was clarified and the greenhouse gas impact of the proposal could be estimated.

[For CFE comments on the full proposal see #9 Ranked Project entry below]

#6 Ranked Project – 203 Project Solar PV Array and Green Roof

Applicant (Collaborators): Town of Carrboro

Funding Requested: \$178,507

Recommended Funding Level: \$40,567.50 (*all remaining funds*)

Total Score (Out of 25 pts): 17.7

Project Description: “In 2017, the Town of Carrboro and Orange County entered into a Development Agreement related to design, permitting, and construction of a building and associated parking known as The 203 Project to provide for the Orange County Southern Branch Library, Town of Carrboro Recreation and Parks Program, Orange County Skills Development Center, WCOM Radio, and other uses.”

“The Town is requesting funds to construct a solar photovoltaic array on the building’s west roof as well as a green roof in a separate area. The solar photovoltaic array will produce 102,700 kWh/year and the green roof will be designed as a tray-type vegetated roof assembly.”

Project Benefits: “The 203 Project is a combined effort that will offer a public facility to provide opportunities for education, art, and community. This building will be accessible to all individuals and will enhance the quality of life in Carrboro. The project provides direct benefits to all who use the building through its energy efficiency, reduced urban heat island effect, cooling, stormwater management, pollinator habitat, and to the whole community for its reduced energy costs and its environmental benefits.

The green roof will provide direct benefits by insulating the building, lowering the energy needed to provide cooling and heating and leading to a reduction in greenhouse gas emissions. The vegetation will also sequester carbon and improve air quality by removing air pollutants. It will enhance stormwater management and water quality by filtering pollutants from rainfall and reducing the total volume of annual runoff from the associated roof area by 60%. It will help mitigate the urban heat island effect by removing heat from the air through evapotranspiration, and will provide aesthetic value and improve quality of life, as interaction with nature has been shown to benefit physical and mental health and productivity.”

“All residents of Carrboro (21,230) and Orange County (148,476) will benefit from the project’s greenhouse gas emissions reductions resulting from reductions in electricity usage as well as carbon sequestration. The solar array and green roof will provide a visible example of the Town and County commitment to climate action and sustainability in a prominent, highly-trafficked location in downtown Carrboro.”

Grant Dollars Requested Per Metric Ton of Greenhouse Gas Emissions Reduced During Project Lifetime:
\$60.60

HRC Comments: While the HRC would rather see these funds spent on more direct social justice and racial equity programming, they acknowledge that this building will house many important social support programs like the Skills Development Center, and these will be an amenity to the community. There is an indirect case that these improvements will help the building to run efficiently, and that this may help support the important social justice programming being done inside.

CFE Comments: The applicants’ proposal outlines a project that appears clear and obtainable. This project could showcase environmental technology and promote renewable energy for a large segment of residents. The CFE

felt that it is good to have a visible commitment to the environment such as rooftop solar and a green roof on a new public building. Some CFE members felt that new public buildings like these should have these sustainability features as standard elements and not grant-funded additions.

If insufficient funds remain to fully fund this project based on its rank, the CFE would recommend partial funding with the remainder of the funds available (\$57,567.50 as calculated by the CFE as they did not recommend any funding for the Carrboro Arts Center Bike Rack and Charging Station element).

Based on the stated timeline that the project is not going to break ground until 2022, the CFE encourages the applicant to apply for the rest of the funding in the next round of grants.

#7 Ranked Project – Wayfinding Implementation

Applicant (Collaborators): Town of Chapel Hill

Funding Requested: \$100,000

Recommended Funding Level: \$0

Total Score (Out of 25 pts): 14.9

Project Description: “These funds would be used to implement a Town-wide wayfinding signage program for those walking, rolling and biking around Town. The wayfinding signage would be used to highlight locations important to the community like parks, schools, and key shopping destinations and assist people in getting there without a car. Emphasis would be placed on providing wayfinding in low-income and historically Black communities around town.”

“The Town is currently requesting proposals to create a Town-wide wayfinding strategy and this funding would enable implementation while being a platform to ensure that the wayfinding strategies are effective. The grant would fund signage for the near and mid-term phases of the wayfinding strategy.”

“The project would also fund a redesign of the Chapel Hill Bicycle and Greenways Map, which covers the entirety of Chapel Hill and Carrboro. Staff estimates a potential audience of 29,000, based on community survey results.”

Project Benefits: “The proposed project will provide wayfinding signage and maps to the community to identify key destinations for those on foot and on bike in Chapel Hill. This project would place permanent signage on streets with information on how long it would take to get to key destinations like parks, schools, and businesses. There would also be on-road painted signage in some locations where signage isn’t appropriate or feasible.

The Town’s end goal for the program is for people to notice the signage, use it to walk or bike somewhere they may have otherwise driven to, and make it a regular habit going forward. This encouragement will be paired with infrastructure improvements to create an improved and connected network.

“The program will benefit all who walk and bike on the routes with signage. While routes have not been finalized, Town staff estimates that around 8,000 people live in census blocks along each of the 5 priority corridors in the Town’s Mobility Plan. Based on this number and the plan to implement 5 routes, up to 40,000 residents could benefit, as well as visitors from neighboring communities.

Grant Dollars Requested Per Metric Ton of Greenhouse Gas Emissions Reduced During Project Lifetime: \$625

HRC Comments: Overall, the HRC felt that while wayfinding signs may be useful for orientation while new residents are out walking, there seems to be little to do in this project with social justice.

Reviewers pointed out that there are already some wayfinding signs around Chapel Hill, and these signs may be helpful for those few residents who do not have access to technology, but with the large cost of the project, the cost did not match the benefits.

The HRC wondered if the applicant was attempting to create something like The Freedom Trail in Boston. If so, that would be much more in line with the grant's priorities.

They invited the applicant to consider resubmission with a more fully developed plan.

CFE Comments: While expressing appreciation for the proposed project's focus on supporting additional biking and walking, CFE members gave this project a low ranking based on some widely held questions about the project design and the relatively high requested amount of funding.

The CFE's main question about this proposed project was whether the existence of wayfinding signage would convince residents to drive less, particularly given that the hilly terrain poses an additional challenge to walking and biking. The CFE wondered if a less-expensive digital wayfinding map would be as effective and easier to update going forward.

Based on an acknowledgement of the high capacity of the applicant, and the potential for an active transportation project to provide quick and long-lasting benefits when it has appropriate guidance from the community, the CFE encourages the applicant to update their proposal with further evidence to support their claimed impact and resubmit. Project benefits may be easier to illustrate once routes or signage locations are identified through the planned community engagement.

#8 Ranked Project – Sustainability Upgrades (Full Project)

Applicant (Collaborators): Carrboro Arts Center

Funding Requested: \$371,290

Recommended Funding Level: \$0

Total Score (Out of 25 pts): 13.8

Project Description: “The ArtsCenter and EVOKE, the architecture firm designing The ArtsCenter’s new building, proposes several sustainability upgrades:

- Using Solarban 70, a glass with a low-e coating to minimize heat gain. The greatest energy usage of a building is that of the HVAC system. Solarban 70 blocks 62% of solar energy while allowing 70% of visible light to pass through. This glass will provide year-round comfort with significant heating and cooling cost savings over standard glass used in most buildings. Solarban 70 will reduce the cooling load for the new building 30% over the baseline of using standard glass.
- Installing LED lighting fixtures throughout the building with motion and/or daylight sensors to ensure artificial lighting is used only when needed. LED lighting is far more energy efficient than all other types of lighting

options, it lowers maintenance costs to nearly zero by eliminating the need to replace bulbs throughout their rated lifespan and it provides an overall better quality and accuracy of light. Daylighting systems harvest natural lighting and automatically adjust electric lighting based on the amount of ambient light. These systems offer the potential to cut energy use, reduce peak demand, and create a more desirable indoor environment with the potential to save 20% to 40% of the building's energy use.

- Installing several bike racks beyond those required by code, as well as Electric Vehicle and E-bike charging stations. The ArtsCenter's new location is accessible by walking, buses and bikes. The purpose of the project is to encourage The ArtsCenter's patrons to use more environmentally friendly modes of transportation to access the center.
- Installing automatic roller shades for the glass throughout the building in order to reduce the cooling requirements of the building. The installation of these shades would reduce the energy usage of the HVAC system and consequently reduce the carbon footprint of the building."

Project Benefits: "In developing plans for The ArtsCenter's new home at 303 Jones Ferry Road, several sustainable initiatives have been put in place.

The ArtsCenter and EVOKE, the architecture firm designing The ArtsCenter's new building, proposes upgrading the current window glazing to maximize the reduction in energy usage. The orientation of the building has the vast majority of glazing north facing with no direct sun exposure or east-northeast with protection from overhead sun via porch roof and from low sun via existing trees on site. Glazing will provide passive lighting strategies and diminish the need for using lights. By upgrading the glazing and installing Solarban 70, the cooling load for the building will be reduced by 30%. This glass blocks 62% of solar energy while allowing 70% of visible light to pass through.

The ArtsCenter and EVOKE, also propose installing LED lighting fixtures throughout the building with motion and/or daylight sensors to ensure artificial lighting is used only when needed. LED lighting is far more energy efficient than all other types of lighting options; it lowers maintenance costs to nearly zero by eliminating the need to replace bulbs throughout their rated lifespan and it provides an overall better quality and accuracy of light. Daylighting systems harvest natural lighting and automatically adjust electric lighting based on the amount of ambient light. These systems offer the potential to cut energy use, reduce peak demand, and create a more desirable indoor environment with the potential to save 20% to 40% of the building's energy use.

The focus of installing extra bike racks, and an electric bike and electric vehicle charging station is to encourage The ArtsCenter patrons to use environmentally friendly modes of transportation to arrive at the center. The new site is on several bus lines and is walking and biking distance from downtown as well as many residential communities. Providing ample bike racks, as well as EV and E-Bike charging stations, TAC encourages the community to be mindful of the carbon footprint that traditional car travel leaves behind.

Finally, the ArtsCenter and EVOKE propose installing automatic roller shades for the glass throughout the building in to reduce the cooling requirements of the building. Smart, motorized shades can help control the solar gain and heat loss a building experiences naturally throughout the day simply by opening and closing at preprogrammed times. With the addition of smart technology, the blinds can actually learn when they need to open and close based on temperature and sun light, maximizing the energy efficiency of the HVAC system and consequently reducing the carbon footprint of the building.

As The ArtsCenter is the largest non-profit arts organization in Orange County, serving both artists and residents, with a mission to educate and inspire artistic creativity and to enrich the lives of people of all ages, the entire population of Orange County will benefit from this project.”

Grant Dollars Requested Per Metric Ton of Greenhouse Gas Emissions Reduced During Project Lifetime: (No estimates were received from applicant.)

HRC Comments: Given the limited direct impact of most of this overall project on marginalized communities, the HRC recommended not funding it, but instead breaking out the Bike Rack and Charging Station element of the proposal as a separate project.

[For HRC Comments on the Bike Rack and Charging Station element of this project, see #5 Ranked Project above]

CFE Comments: The CFE recommends not funding this application. While the CFE feels it is important to make highly visible sustainability investments to important community buildings such as this, there are problems with this proposed project and the application itself. Fundraising is still ongoing and therefore the funding for these sustainability upgrades might be able to come from other sources. The application is also incomplete as it contains no greenhouse gas emissions estimates.

The CFE liked that these proposed upgrades would provide value over a long lifetime, but were concerned that their proposed energy efficiency impacts overlapped and cancelled each other out in many cases. For instance, the expensive Solarban window film would be applied to primarily north-facing windows, limiting its impact. If those windows also had automatic roller shades that would further reduce the impact of the window film and the daylight available to supplement the proposed smart LED lighting system.

Also, given that the designs for this large commercial building have not yet been finalized, this project may not be able to be implemented within two years.

The CFE recommends that the applicant address these concerns and reapply.

Appendix: Full Scoring Table

Project	Applicant	Funding Requested	Social Justice/ Racial Equity	Emissions Reduced	Efficient use of Funds	Capacity of Applicant	Local Economic Development	Amount and Duration of Engagement	Time to Complete	Total Score	Rank
			(Out of 5 pts)	(Out of 4 pts)	(Out of 4 pts)	(Out of 3 pts)	(Out of 3 pts):	(Out of 3 pts):	(Out of 3 pts):	(Out of 25 pts)	(Out of 7 applications)
Low Income HVAC Replacement	Rebuilding Together of the Triangle	\$113,000	4.7	3.4	3.2	3.0	3.1	2.7	2.8	22.8	1
Neighborhood Energy Resiliency Project (NERP)	NC Sustainable Energy Association	\$115,000	5.0	3.3	2.5	2.9	2.5	2.5	2.6	21.2	2
Food Waste Monitor	Eno River Farmer's Market	\$4,000	3.8	2.9	3.6	3.0	2.0	2.4	2.7	20.4	3
Food Waste Monitor	Town of Carrboro	\$3,765	3.8	2.9	3.3	3.0	1.8	2.1	2.7	19.6	4
Sustainability Upgrades - bike rack and charging station element only	Carrboro Arts Center	\$17,000	4.7	2.8	2.5	2.7	2.0	2.0	1.8	18.4	5
203 Project Solar PV Array and Green Roof	Town of Carrboro	\$178,507	1.7	3.5	2.3	2.7	2.3	2.9	2.4	17.7	6
Wayfinding Implementation	Town of Chapel Hill	\$100,000	0.3	2.5	2.4	2.9	2.2	2.3	2.4	14.9	7
Sustainability Upgrades - Full proposal	Carrboro Arts Center	\$371,290	0.0	2.8	2.5	2.7	2.0	2.0	1.8	13.8	8



Date: October 19th, 2021
To: Board of Orange County Commissioners
From: Brennan Bouma, Sustainability Coordinator
Steven Arndt, Director Asset Management Services
RE: Orange County Community Climate Action Grant - Project Descriptions, Scoring, and Comments for School Application

For the 2021-22 funding cycle of the Orange County Community Climate Action Grant program, \$536,665 in funding was budgeted to support climate action projects that will benefit Orange County residents both socially and financially. For this grant cycle, the Board of Orange County Commissioners have reserved half of the total funding for this grant program (\$268,332.50) to be awarded to projects submitted by either of Orange County's two public school districts. The remaining half (\$268,332.50) was to be made available to all other eligible "general" applicants in this round.

During the time this round of grant funding was open for applications over the summer, County staff reached out to staff at both school districts to notify them of the grant funding opportunity and offer assistance. Orange County schools staff passed along this notice to other school staff and the Director of Facilities and Construction. No grant applications were received. When the grant period opened, the Chapel Hill-Carrboro City Schools were in the process of hiring their new Sustainability Director. The new Director was hired 2-3 weeks before the grant application period closed. County staff worked with them to create a project idea that might be ready in time and they were able to submit a proposal totaling \$68,616. No funding allocated for the schools has yet been recommended for approval.

Following the scoring and eligibility guidelines of the Board of Orange County Commissioners (BOCC), the application that CHCCS submitted was reviewed and scored by the Commission for the Environment (CFE) and the Human Relations Commission (HRC). The BOCC asked the Human Relations Commission to score all applications on the Social Justice and Racial Equity criterion, as this pertains to their expertise and because the racial representation of the CFE as a whole does not yet reflect the racial diversity of Orange County. The HRC and the CFE discussed the scoring process, reviewed application materials, and shared thoughts on each application over the course of two monthly meetings and on September 13th each of these Commissions voted to pass their final scoring and comments on each application along to the BOCC.

In light of the Board's interest in supporting school climate action projects and the special challenges facing schools as they operate during a pandemic, the current grant deadline for school projects will be extended through the end of November. County staff have already begun reaching back out to the schools to offer direct assistance in generating project proposals for this extended FY2021-22 round of funding as well as the FY2022-23 round of funding set to open later this year.

The following is a rank-order summary table of the combined project scoring and recommendations for the submitted project. A full table showing the scores for this project on each of the 7 scoring elements is included in the Appendix.

<u>Project</u>	<u>Applicant</u>	<u>Funding Requested</u>	<u>Recommended Funding Level</u>	<u>Total Score (Out of 25 pts)</u>	<u>Rank</u>
Energizing the Fleet	Chapel Hill-Carrboro City Schools	\$68,616	\$0	17.1	1
Total Requested by School Districts (Funds available for 2021-22: \$268,332.50)	\$68,616	\$0			

#1 Ranked Project – Energizing the Fleet

Applicant (Collaborators): Chapel Hill-Carrboro City Schools

Funding Requested: \$68,616

Recommended Funding Level: \$0

Total Score (Out of 25 pts): 17.1

Project Description: “Procure three electric vehicles, each on a 36-month lease, with the intent to reduce emissions created during normal school driving operation, instill greater awareness of alternative transportation technologies during sustainability related events, and provide an educational tool for the district’s automotive and emergency response programs at Chapel Hill High School.”

“Level II charging infrastructure is limited to one site on CHCCS property. Typical charging will primarily occur near the automotive yard at Chapel Hill High School utilizing 120V charging which could take up to eleven hours at the maximum estimated usage in a given school day.”

“Benefits will become immediately realized through emissions reduction and continue for the 36 months each vehicle is leased. Community engagement and education of students and staff members will take place within the first six months of the acquisition of the electric vehicles with repeatable events on and off campus every three to six months.”

Project Benefits: “CHCCS currently does not own any electric vehicles with no timeline or designated funding for their purchase or lease. This is an unrealized opportunity to reduce our carbon footprint, lower operating

expenses, and connect with our students and community more fully while engaging with an emerging technology.”

Grant Dollars Requested Per Metric Ton of Greenhouse Gas Emissions Reduced During Project Lifetime: \$4,158.55

HRC Comments: Overall the HRC reviewer felt that there may be a better way of spending this money to support racial equity in County schools. The proposal lacked evidence of the need for these administrative vehicles.

If the three proposed cars are indeed needed in the administrative fleet of CHCCS, and leasing them means that gasoline powered cars will not be used for this necessary travel, then when combined with using the cars as a teaching tool this proposal might be worth funding.

Ideally, any avoided costs in the completion of this project would be used in the schools for more direct social justice programming or materials.

CFE Comments: The CFE recommends not funding this application. While electric vehicles should be added to the CHCCS fleet, the administrative vehicles proposed would be the least impactful to electrify since they are driven so little each year. There were several unresolved questions about how these vehicles would be used by staff and whether they were necessary.

Further, a lack of charging infrastructure at the schools where these vehicles would be placed raises additional questions about whether they would be ready for use when needed for the proposed administrative travel.

Two of the three proposed electric vehicles, the Tesla Model 3 and Ford Mustang Mach-E are expensive and impractical sports cars. The CFE reviewers questioned whether this choice of vehicle was an effective use of grant funds.

The CFE liked the idea of using electric vehicles as teaching tools to make sustainable technologies more exciting and tangible. The idea of exposing a new generation of our community’s leaders and thinkers to electric vehicles in our schools was well-supported by reviewers. Unfortunately, the lease arrangement for these vehicles makes it hard to believe that they would be useful teaching tools as they would not be able to be disassembled and reassembled by the students. Electric vehicles that students could simply view up close but not work on could likely be provided for free in other ways by parent volunteers or local non-profits.

The CFE understands that this project proposal had to be written very quickly and is impressed by what the brand new CHCCS Sustainability Director was able to pull together in such a short time.

For these reasons, the CFE recommends that the applicant address these concerns and for the project to be resubmitted.

<u>Project</u>	<u>Applicant</u>	<u>Funding Requested</u>	<u>Social Justice/ Racial Equity</u>	<u>Emissions Reduced</u>	<u>Efficient use of Funds</u>	<u>Capacity of Applicant</u>	<u>Local Economic Development</u>	<u>Amount and Duration of Engagement</u>	<u>Time to Complete</u>	<u>Total Score</u>
			(Out of 5 pts)	(Out of 4 pts)	(Out of 4 pts)	(Out of 3 pts)	(Out of 3 pts):	(Out of 3 pts):	(Out of 3 pts):	(Out of 25 pts)
Energizing the Fleet	Chapel Hill-Carrboro City Schools	\$68,616	1.5	3.0	3.2	2.5	2.0	2.3	2.6	17.1

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT
Meeting Date: October 19, 2021**

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

SUBJECT: Establishment of a Schools Capital Needs Work Group

DEPARTMENT: County Manager

ATTACHMENT(S):
Schools Capital Needs Work Group
Proposed Membership

INFORMATION CONTACT:
Bonnie Hammersley, County Manager,
919-245-6203

PURPOSE: To establish a Schools Capital Needs Work Group to review, consider and prioritize the capital needs for the Orange County Schools district and the Chapel Hill Carrboro City Schools district.

BACKGROUND: At the May 18, 2021 Board of Orange County Commissioners (BOCC) Business meeting, a petition was submitted by Commissioner Jean Hamilton, supported by Commissioner Earl McKee, that a Work Group be established to review, consider and prioritize the school districts' capital needs as well as budget requests.

The proposed Work Group will consist of Board of Education members from both districts, members of the Orange County Board of Commissioners, school staff from both districts and County staff to develop a plan to address both districts on-going capital needs, repairs and renovation projects. The attached indicates the specific proposed membership slots for the Schools Capital Needs Work Group.

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

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

- **GOAL: ENABLE FULL CIVIC PARTICIPATION**
Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

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

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

- 1) approve the establishment of the Schools Capital Needs Work Group as outlined above and approve the membership detailed on the attached list;
- 2) appoint another member of the Board of Commissioners to serve on the Work Group with the Board Chair or Vice Chair; and
- 3) direct the County Manager to coordinate with the School Superintendents to schedule the first meeting of the Work Group.

SCHOOLS CAPITAL NEEDS WORK GROUP
Work Group Membership

Work Group Members:

CHAPEL HILL CARRBORO CITY SCHOOLS (CHCCS)

CHCCS Board of Education Chair or Vice-Chair

CHCCS Board of Education member

CHCCS Superintendent or Designee

CHCCS Finance Director or Designee

CHCCS Facilities Director or Designee

ORANGE COUNTY SCHOOLS (OCS)

OCS Board of Education Chair or Vice-Chair

OCS Board of Education member

OCS Superintendent or Designee

OCS Finance Director or Designee

OCS Facilities Director or Designee

BOARD OF ORANGE COUNTY COMMISSIONERS (BOCC)

BOCC Chair or Vice-Chair

BOCC Commissioner

Orange County Manager or Designee

Orange County Chief Financial Officer or Designee

Orange County Asset Management Director or Designee

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT**
Meeting Date: October 19, 2021

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

SUBJECT: Establishment of a Library Services Task Force

DEPARTMENT: County Manager

ATTACHMENT(S):

1. August 31, 2021 Letter from Chapel Hill Mayor Pam Hemminger
2. Chapel Hill Public Library Advisory Board Petition
3. Inter-Local Agreement Signed September 28, 2012

INFORMATION CONTACT:

Bonnie Hammersley, County Manager,
919-245-2306

PURPOSE: To establish a Library Services Task Force to collaborate on issues relating to the Town of Chapel Hill and Orange County library funding and inter-operability.

BACKGROUND: On August 31, 2021, Town of Chapel Hill Mayor Pam Hemminger sent a letter to BOCC Chair Renee Price informing her that the Chapel Hill Public Library Advisory Board had submitted a petition (attached) to the Town Council requesting the formation of a task force to work on issues relating to library funding and inter-operability.

On September 28, 2012, the Town of Chapel Hill and the County entered into an inter-local agreement (attached) regarding the funding of the Chapel Hill Municipal Library and improved interoperability of library services. The inter-local agreement between Orange County and Chapel Hill expired in 2017. In early 2015, a work group met to discuss the terms of the inter-local agreement as well as pro-actively renew the agreement. The work group was unsuccessful at revising or renewing the agreement due to the uncertainty of how the construction to replace the existing Orange County Southern Branch Library system would impact library services in Southern Orange County.

The letter from the Town of Chapel Hill Mayor requests that the Task Force include the following individuals:

- Chapel Hill's Library Director
- Town of Chapel Hill Library Advisory Board Chair
- Friends of Chapel Hill Library Board Chair, and
- the Town Council's Liaison

To balance out the Task Force, the County would appoint:

- Orange County Library Director
- Friends of the Orange County Library Board Chair
- Friends of the Carrboro Library Board Chair, and
- a BOCC Liaison

In addition, Mayor Hemminger's letter requests the hiring a trained facilitator to help lead these discussions and process, with financial responsibility shared between the Town of Chapel Hill and the County.

FINANCIAL IMPACT: The current financial impact is \$536,323, which is the appropriation to the Chapel Hill Municipal Library included in the Adopted FY2021-22 Orange County Budget. In addition, there would be the cost for a facilitator if that service is pursued.

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

- **GOAL: ENABLE FULL CIVIC PARTICIPATION**

Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

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

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

- 1) approve the establishment of the Library Services Task Force;
- 2) appoint the County representatives as outline above and designate a member of the Board of Commissioners to serve as the Board's Liaison on the Task Force;
- 3) direct the Task Force to provide an Interim Report to the Board of Commissioners by April 1, 2022;
- 4) provide direction to the County Manager on the Mayor Hemminger's requests that a) a facilitator to serve the Task Force be hired; and b) the financial responsibility for a facilitator be shared between the Town of Chapel Hill and the County; and
- 5) direct the County Manager to coordinate with the Town Manager to schedule the first meeting of the Task Force.



Office of Mayor Pam Hemminger
Town of Chapel Hill
415 Martin Luther King Jr Blvd
Chapel Hill, NC 27514
919-968-2714

August 31, 2021

Chair Renee Price
Orange County Board of County Commissioners
300 West Tryon Street
Hillsborough, NC 27278

Dear Chair Price,

On behalf of the Chapel Hill Town Council, I am reaching out to request the formation of a task force to work on issues relating to library funding and inter-operability.

As you know, the MOU between Orange County and Chapel Hill expired in 2017 and, since that time, there has been interest from both sides in talking through these issues – especially as planning and construction move forward for the new southern library branch.

This has included a recent petition from the Chapel Hill Library Advisory Board which is attached.

Per our recent discussion, I believe that Chapel Hill's Library Director, Library Board Chair, Friends of Chapel Hill Library Board Chair and our Council Liaison should be part of this task force. I also support the hiring of a trained facilitator to help lead these discussions and process.

Thank you so much for your help in getting this underway.

Sincerely,

A handwritten signature in blue ink that reads "Pam Hemminger".

Pam Hemminger

Cc: Maurice Jones

Attachment 2

**Petition For A Task Force to Examine Equitable County Funding For Library Services
Submitted by Tiffany Allen, on behalf of the Chapel Hill Public Library Advisory Board (“The Board”)
May 2021**

Whereas: The Memorandum of Understanding with Orange County regarding county funding for Chapel Hill Public Library expired in 2017; and

Whereas: Orange County’s funding for Chapel Hill Public Library has not increased since that time; and

Whereas: In December 2019, the Library Advisory Board submitted a letter to the Mayor and Town Council regarding Orange County funding for libraries; and

Whereas: The Board’s position is that the current county funding model is inherently inequitable in providing equal funding for library services for all Orange County residents; and

Whereas: The Board has developed several options for a more equitable and sustainable formula for county funding for library services for all Orange County residents;

Therefore, be it resolved: The Library Advisory Board requests that the Town Council work with Orange County to create a task force to study, develop, and recommend an equitable and sustainable approach to County funding for library services for all Orange County residents. Additionally, we recommend Chapel Hill and Orange County share the expense of hiring a trained facilitator this fall to lead these discussions and this process. Thank you for your consideration. We look forward to working with you as needed.

**INTERLOCAL AGREEMENT BY AND BETWEEN ORANGE COUNTY
AND THE TOWN OF CHAPEL HILL REGARDING
FUNDING OF THE CHAPEL HILL MUNICIPAL LIBRARY AND
IMPROVED INTEROPERABILITY OF LIBRARY SYSTEMS**

THIS AGREEMENT, made and entered into this 28th day of SEPTEMBER, 2012 between the Town of Chapel Hill, North Carolina, a North Carolina municipal corporation, of Orange County, North Carolina (hereinafter referred to as the "Town"); and Orange County, a body politic and political subdivision of the State of North Carolina (hereinafter referred to as the "County"), for the joint and/or assigned operations and funding responsibilities of the Chapel Hill Municipal Library (hereinafter referred to as the "Municipal Library").

WITNESSETH

WHEREAS, the County and Town are public bodies, politic and corporate, under the laws of the State of North Carolina and are vested with the power and authority to own and operate libraries for the benefit of the public pursuant to Article 14 of North Carolina General Statutes Chapter 153A and are authorized by Article 20 of North Carolina General Statutes Chapter 160A to enter into this Interlocal Agreement (hereinafter referred to as the "Agreement"); and

WHEREAS, the County operates a library system affording services to all residents of Orange County and the Town operates its Municipal Library for the principal benefit of Town residents, while also providing library services to residents of the County beyond its corporate limits; and

WHEREAS, the County has historically provided financial support for the Town's operation of the Municipal Library by way of an annual contribution, most recently a sum of approximately \$250,000.00 in FY2010-11; and

WHEREAS, Orange County is committed to building and maintaining a robust county library system for all County residents and to supporting library services at the highest level feasible within its fiscal constraints; and

WHEREAS, the County and Town (hereinafter referred to jointly as the "Parties") acknowledge that Town residents primarily rely on the Municipal library for library services and, further, that many residents of the southern portion of the County, outside the Town, also rely on the Municipal Library and not the County library system, for library services; and

WHEREAS, the Town has historically provided library services to County residents outside of the Town's corporate limits at no charge and on the same basis as such services are provided to Town residents in accordance with N.C General Statute Sec. 153A-264; and

WHEREAS, the Parties have not previously instituted a formal written agreement to direct or calculate the County's annual contribution in support of Municipal library operations; and

WHEREAS, the Parties recognize the mutual benefit and interest of the Parties hereto, and to the public generally, in the County's continued contribution to the Municipal Library and in the Town's provision of library services to County residents; and

WHEREAS, the Parties wish to continue their longstanding relationship under which the County provides annual funding to the Town for library services to ensure such services are available at no charge to County residents; and

WHEREAS, the Parties wish, by entering into this Agreement, to establish the terms whereby future County funding of the Municipal Library shall continue and to establish a mechanism or formula whereby such funding may be appropriately calculated; and

WHEREAS, the Parties wish to explore opportunities for cooperative inter-library services and operability, whereby residents of the Town and the County may have improved access to library resources provided by both Parties:

NOW, THEREFORE, in consideration of the foregoing and on mutual promises and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM

- a. This Agreement shall commence January 1, 2012 for the remainder of the 2011-2012 Fiscal year and shall continue each fiscal year thereafter through June 30, 2015.
- b. This Agreement may be renewed beyond July 1, 2015 upon written agreement of the Parties.

2. COUNTY CONTRIBUTIONS TO LIBRARY OPERATING EXPENSES

- a. The County contributed to the Town, for general operating expenses of the Municipal Library, a base sum of Three Hundred Forty-two Thousand Nine Hundred Eighty-Six Dollars (\$342,986) for FY 2011 - 2012. The base sum represents 21% of the total operational costs

(\$1,633,269) the County budgeted for its Main Library, Carrboro Cybrary and the Carrboro-McDougle Library for the same fiscal year.

- b. Beginning in Fiscal Year 2011-2012, it is the intent that the County's annual base sum contribution to the Town Library will increase, subject to budget constraints, each fiscal year through June 30, 2015 until the County's contribution to the Town Library equates to 30 % of what the County spends annually for operational costs for the County Library System.
- c. It is the County's intent to increase its contribution to the Town Library by adding three percent (3%) each fiscal year to the base sum currently contributed to the Town. Over the life of this agreement, doing so would increase the County's contribution to the Town's Library from its current 21% of total County Library System operational costs to 30% in the fiscal year ending June 30, 2015. Additional extensions of the agreement could result in additional County contributions.
- d. It would be the intent of the County to increase its funding of County Library operational costs, by a proportional increase, and then to increase funding provided to the Town library by the previously agreed upon percentage of the library system increase, not to exceed three percent (3%) annually. If in any fiscal year the County does not increase its funding to the County Library System by an amount equal to the increase being provided the Town Library via this agreement, the amount contributed to the Town Library will be less than three percent (3%). If in any fiscal year the County reduces funding for County Library System operational costs, no increase will be provided the Town Library during that same fiscal year.
- e. At no time during the term of this agreement would the County's contribution to the Town Library fall below the initial base sum amount provided in this Agreement.
- f. Funding for equipment, facility expansion and debt service associated with facility enhancements of County Libraries are not operational costs and will not be included in calculations of contributions to be provided to the Town Library by the County.
- g. The Town will remain responsible for the day to day operations of the Municipal Library.

3. INTEROPERABILITY OF LIBRARY SYSTEMS

- a. The Parties agree to direct County and Town managers and library staff to examine methods and determine the most appropriate methods of interoperability between the Orange County Library System and the Town of Chapel Hill Library, to be determined during the term of this Agreement.
- b. Upon staff mutually determining the most appropriate methods for a transition to interoperability, County and Town management shall make a recommendation to the governing boards of the County and Town

before November 2012. This recommendation will include a description of costs and benefits of options considered.

- c. Upon adoption of an agreement implementing interoperability, which may be adopted by way of Amendment to this Agreement, such interoperability shall be phased in over an appropriate period of time.

4. LIBRARY BOARD OF TRUSTEES/ADVISORY BOARD

The Board of County Commissioners shall appoint a county commissioner to serve as liaison to the Town's Library Board of Trustees. The liaison may attend Board of Trustees meetings and may make recommendations to the Board of Trustees.

5. REVIEW OF AGREEMENT

- a. During the initial three year term, this Agreement shall be reviewed by staff of the Municipal Library and Orange County Library and County and Town Management, in consultation with a representative group of elected officials, each year beginning no later than October 15, 2012 with a report generated for the Town and County governing boards describing:
 - i. The cost/benefit of the County's funding contribution to the Municipal Library;
 - ii. Any difficulties encountered in implementing the terms of this Agreement;
 - iii. Verification that funding provided is being utilized as proposed;
 - iv. Consideration of ways by which the County may offset the demand on the Municipal Library;
 - v. Any other issues that need to be examined.
- b. The Agreement shall be reviewed by staff annually with a report generated for the Town and County governing boards describing the same items set out in subsection (a) of this section.

6. AMENDMENTS

This Agreement may be amended by mutual written consent of the County and Town.

7. TERMINATION

This agreement may be terminated by either Party hereto upon one year advance written notice to the other Party or at any time by mutual written agreement of the Parties.

8. NOTICE

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

To the County:

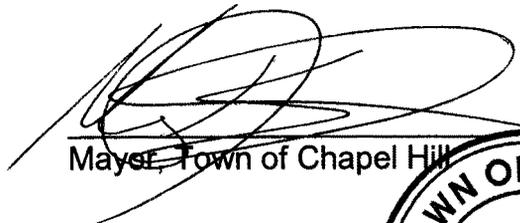
Orange County
County Manager
200 S. Cameron Street
Hillsborough, NC 27278

To the Town:

Town of Chapel Hill
Town Manager
405 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514

9. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties hereto and is effective the date first above recorded.

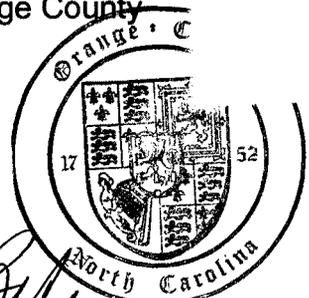

Mayor, Town of Chapel Hill



ATTEST:


Town Clerk


Chair, Board of Orange County
Commissioners



ATTEST:


Clerk to the Board

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2021

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

SUBJECT: Orange County Partnership to End Homelessness – 2021 Data Update

DEPARTMENT: Housing & Community
Development

ATTACHMENT(S):

1. 2021 Homeless Infographic
2. Data Update PowerPoint

INFORMATION CONTACT:

Rachel Waltz, 919-245-2496

PURPOSE: To review updated data about homelessness in Orange County submitted to the United States Department of Housing and Urban Development (HUD) earlier this year.

BACKGROUND: The Orange County Partnership to End Homelessness (OCPEH) was created in 2008 to coordinate funding and activities to end homelessness in Orange County. OCPEH is jointly funded by Orange County (39%) and the Towns of Carrboro (15%), Chapel Hill (41%), and Hillsborough (5%).

OCPEH Manager Rachel Waltz will present the updated data and discuss how current data relate to identified gaps in the homeless service system.

FINANCIAL IMPACT: There is no financial impact associated with receiving the report.

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

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

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

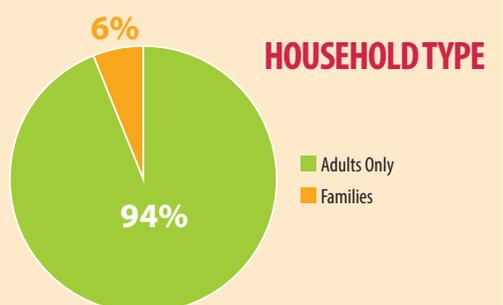
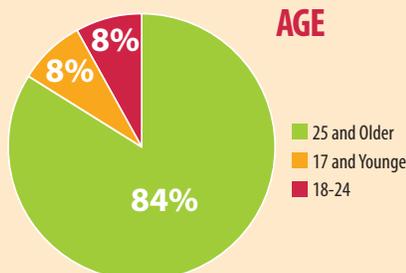
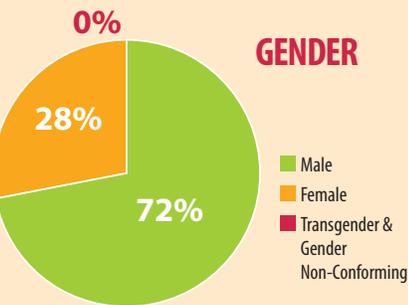
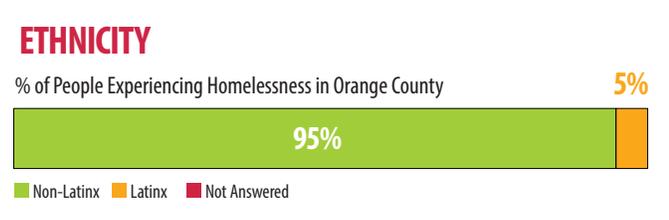
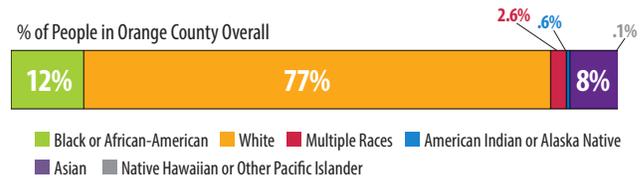
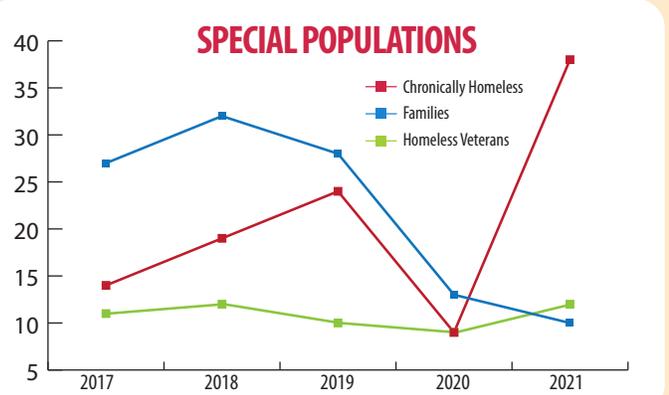
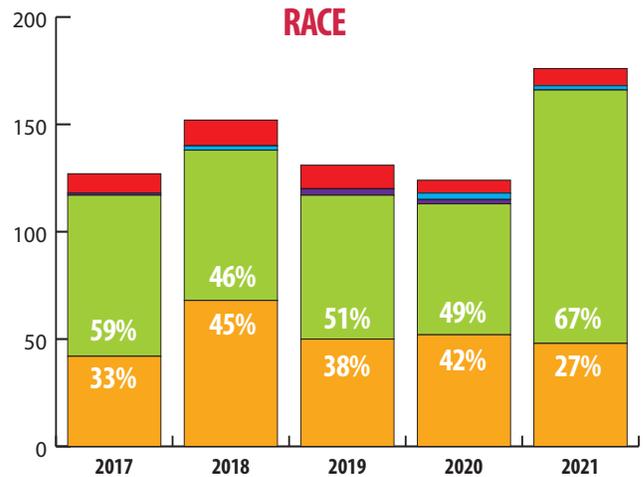
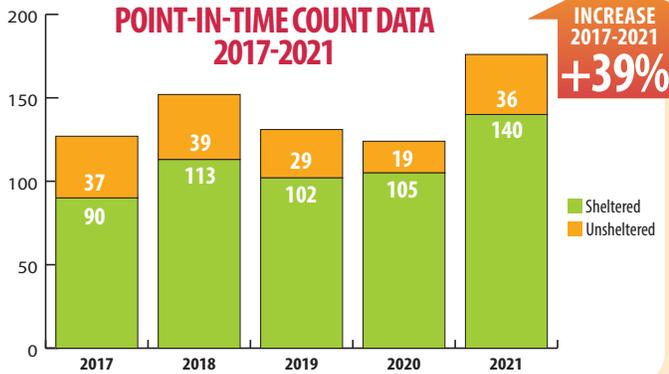
RECOMMENDATION(S): The Manager recommends that the Board receive the report as information and provide any comments or questions.



2021 HOMELESSNESS IN ORANGE COUNTY

On one night...

The Point-in-Time (PIT) Count is a nationwide, annual count of people experiencing sheltered homelessness (emergency shelter and transitional housing) and unsheltered homelessness (places not meant for human habitation like vehicles, sheds, or outside) on one night. PIT data track demographic information and trends over time.



2021 HOMELESSNESS IN ORANGE COUNTY



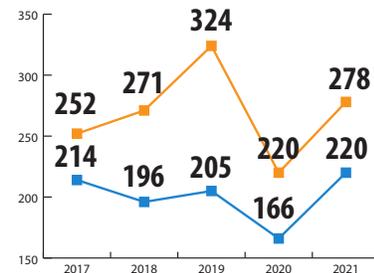
How we are doing overall...

The Orange County Partnership to End Homelessness, aligned with the U.S. Interagency Council on Homelessness strategic plan, Home, Together, works to make homelessness Rare, Brief & One-Time. System Performance Measure data inform our progress on these goals.

RARE



278 People entering shelter and housing programs
220 Of those, people experiencing homelessness for the first time



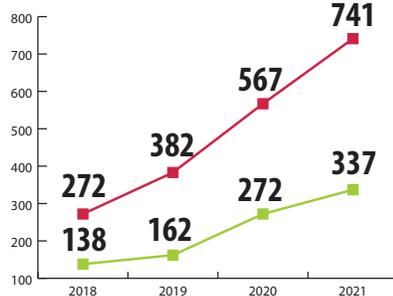
■ People served in one year ■ People experiencing homelessness for the first time

BRIEF



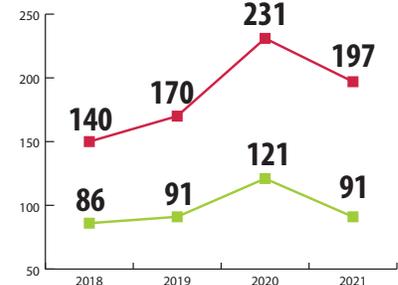
741 Average days
337 Median days

Length of time homeless (days)



■ Average ■ Median

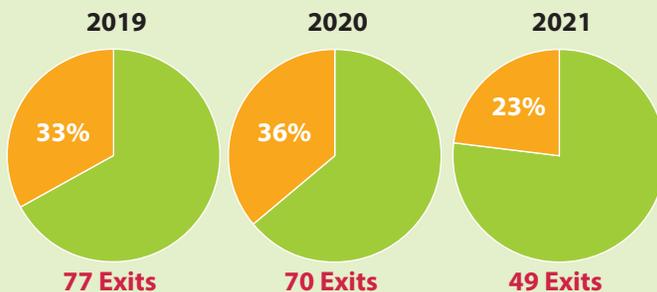
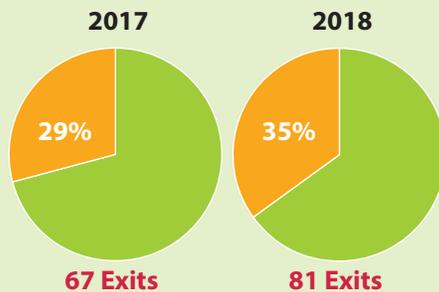
Length of time in shelter or transitional housing (days)



ONE TIME



23% Exited to permanent housing



ONE TIME

9% Returned to homelessness within 2 years

	2017	2018	2019	2020	2021
From Shelter	26%	11%	43%	6%	14%
From Transitional Housing	0%	0%	26%	25%	30%
From Permanent Housing	0%	3%	3%	10%	3%
Total Returns	10%	6%	18%	14%	9%
Number of Exits	196	102	72	100	176

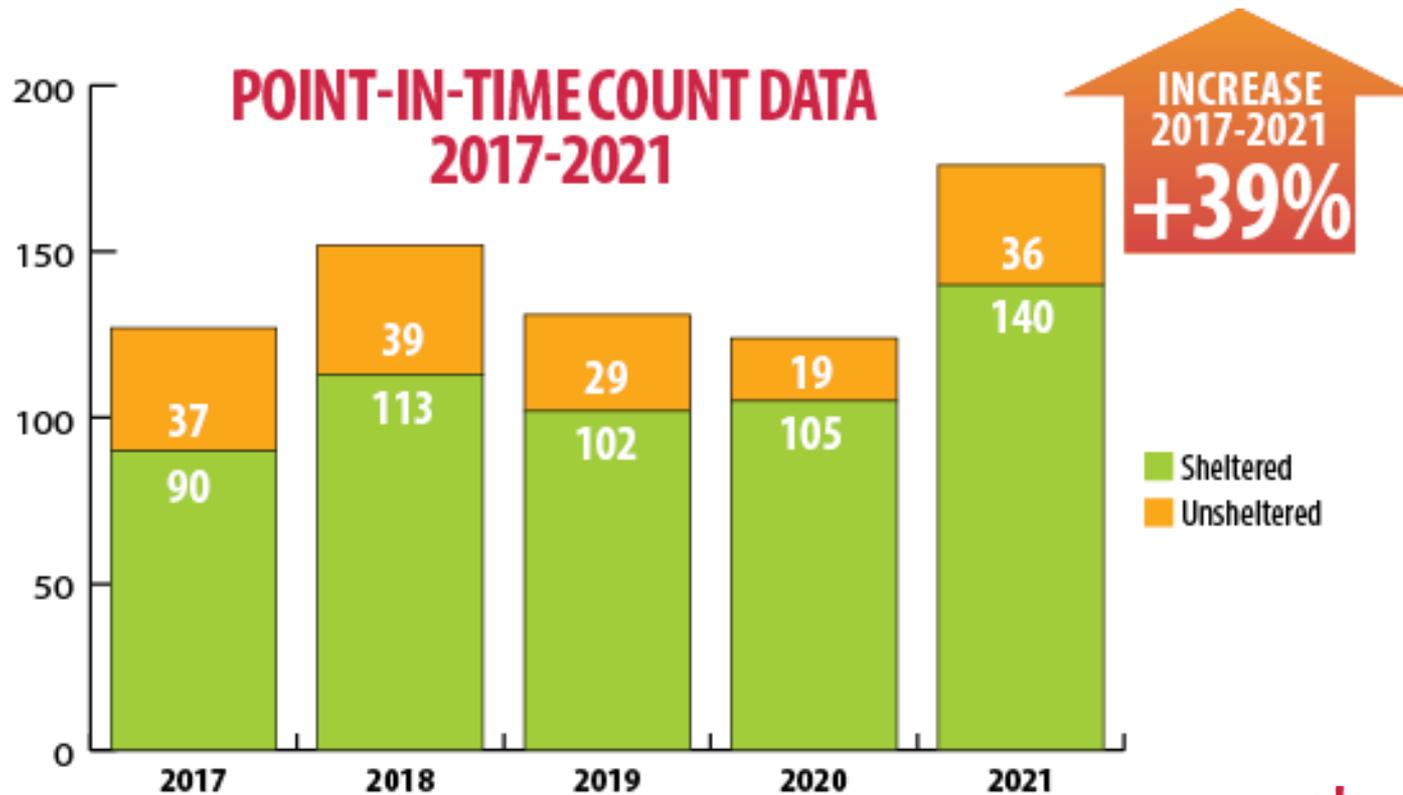


2021 Homelessness Data Review

October 19, 2021

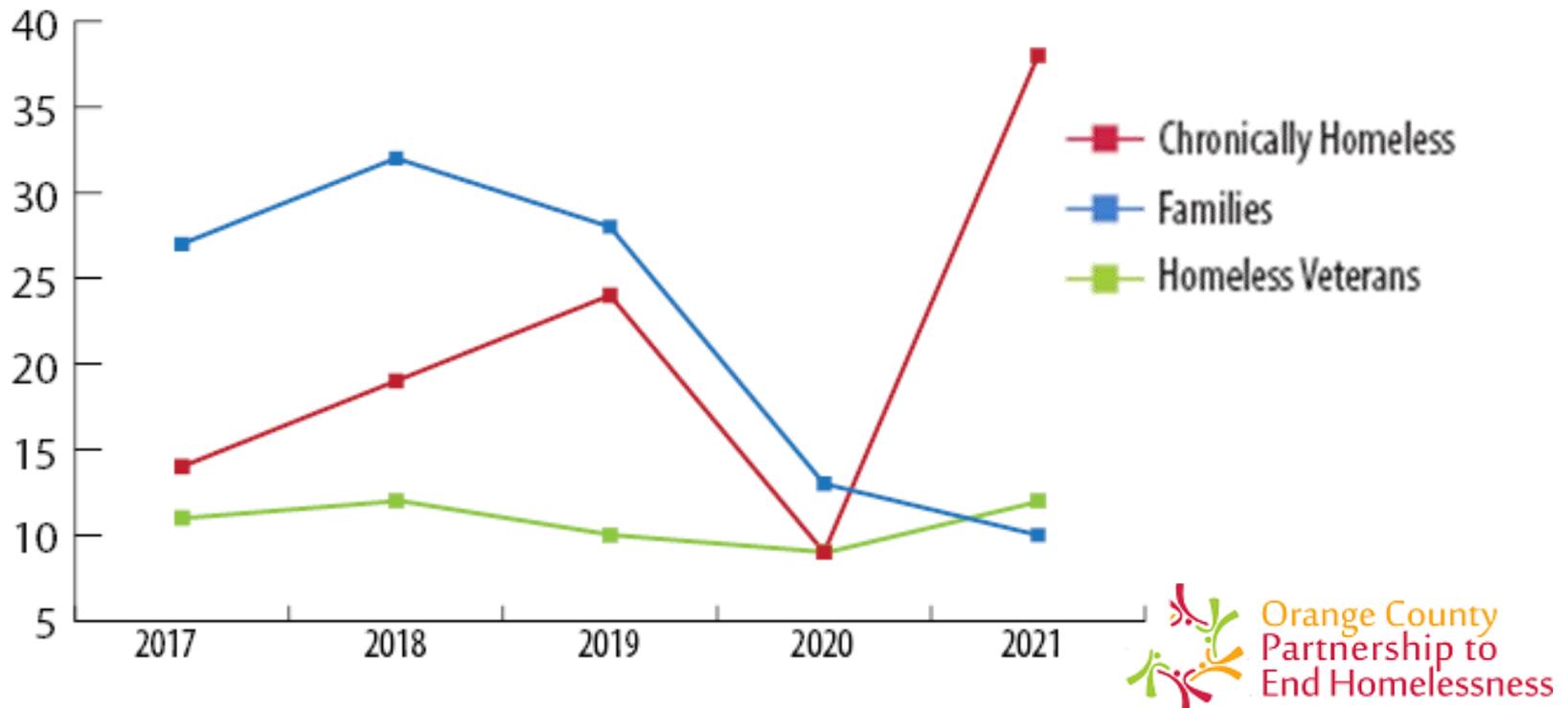
How many people are
experiencing homelessness?

Orange County Point-in-Time (PIT) count numbers increased significantly



Subpopulations are seeing different outcomes

- Steady decreases for families
- Veterans flat lined
- Most chronic homeless identified since 2010



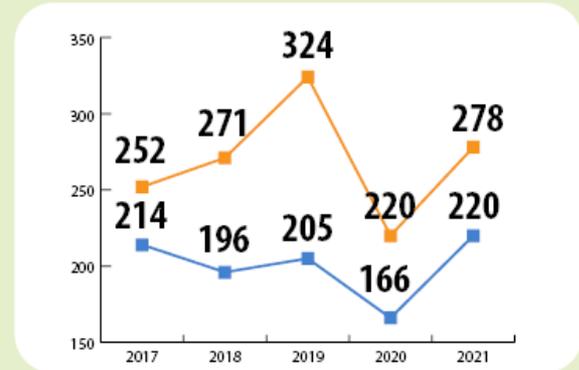
PIT counted 176 people on one night, how many in 12 months?

RARE



278 People entering shelter and housing programs

220 Of those, people experiencing homelessness for the first time



■ People served in one year ■ People experiencing homelessness for the first time

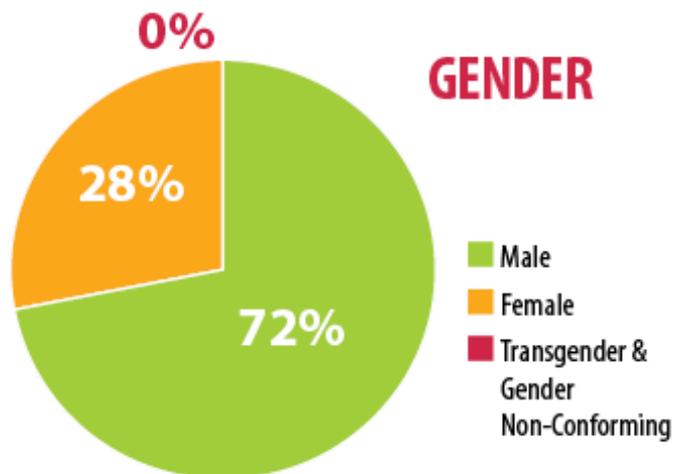
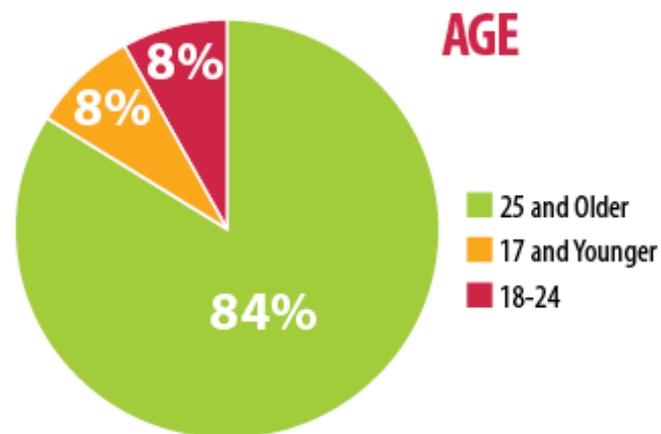
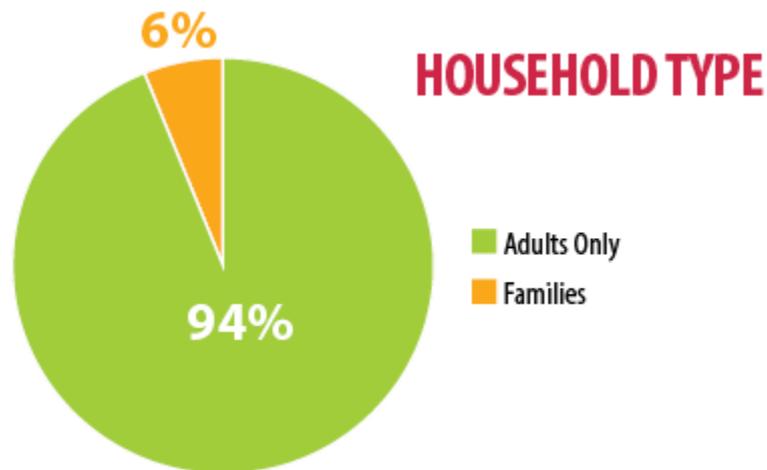
- % total that experienced homelessness for the first time

2017	2018	2019	2020	2021
85%	72%	63%	75%	79%

- Shelter, Transitional Housing, & Permanent Housing
- Homeless for first time = no entries for 24 months prior

What do we know about people experiencing homelessness?

There have not been significant changes in MOST demographic categories



5% of people exp. homelessness are Latinx compared with 9% in overall population

ETHNICITY

% of People Experiencing Homelessness in Orange County 5%

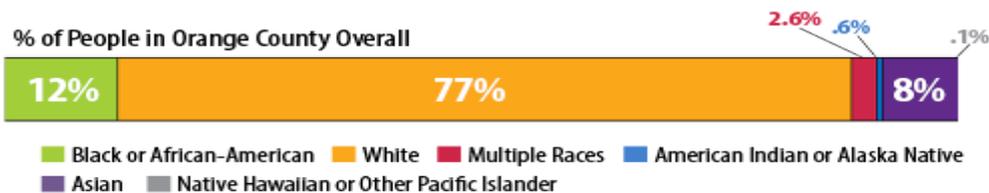
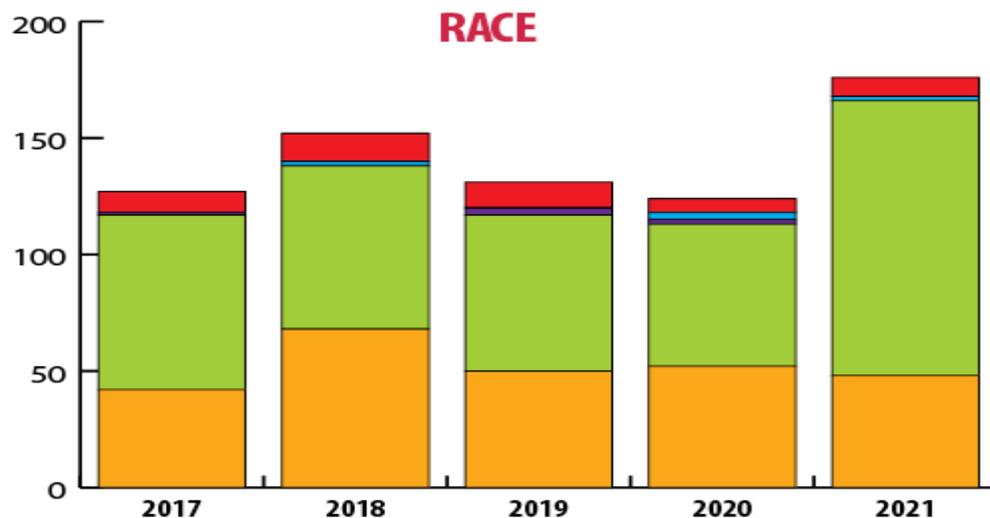


■ Non-Latinx ■ Latinx ■ Not Answered

% of People in Orange County Overall



67% of people exp. homelessness are Black/African American – 5.5x general pop



How are people exiting homelessness?

Length of time homeless large and increasing

BRIEF

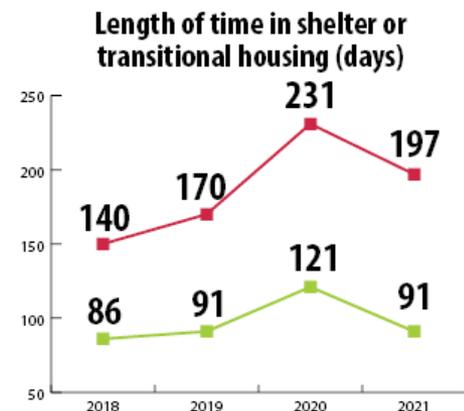
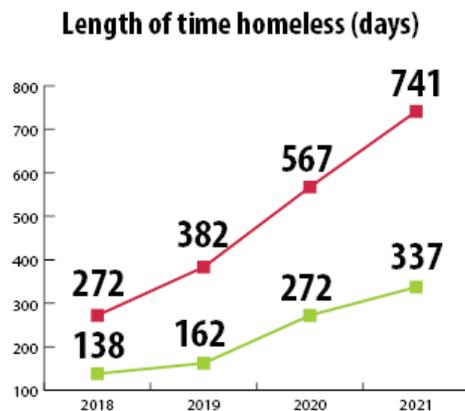


741

Average days

337

Median days



■ Average ■ Median

- Shelter, Transitional Housing, & Permanent Housing
- Includes approximate date of homelessness
- Shelter & Transitional Housing only
- Program entry to exit

A bright point: Returns are low and continue to decrease

ONE TIME

9%

Returned to homelessness within 2 years

	2017	2018	2019	2020	2021
From Shelter	26%	11%	43%	6%	14%
From Transitional Housing	0%	0%	26%	25%	30%
From Permanent Housing	0%	3%	3%	10%	3%
Total Returns	10%	6%	18%	14%	9%
Number of Exits	196	102	72	100	176

Exited
**Oct. 2017-
 Sept. 2019**
 to
 permanent
 housing

Next up: filling homeless system gaps

So many pandemic response changes affect homeless data – many successes!

- Noncongregate & expanded shelter
- \$7 million in rent & utility assistance
- New programs: SOHRAD, Rapid Re-housing, Housing Helpline, Housing Stability
- Tighter collaboration with healthcare system

Other pandemic responses created challenges

- Decreased in-person services
- Coordination and collaboration had to happen in different ways and with different people
- Gaps exacerbated

Orange County has significant gaps in the homeless service system

14 current gaps

- **Housing:** Rapid Re-housing, Permanent Supportive Housing, Youth housing, Landlord Incentive Program, Housing Locator, Household goods
- **Services – Temporary Housing:** Accessible housing-focused shelter, Medical respite, Bridge housing
- **Services – Connections:** Housing Helpline, Sober Center, Integrated service center
- **Services – Dignity:** 24-hour bathroom access, Memorial service funding

Please let me know if I can present to your group, or provide further info

- Rachel Waltz
- rwaltz@orangecountync.gov
- (919) 245-2496

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2021

**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 14, 2021 Virtual 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.

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MINUTES
ORANGE COUNTY
BOARD OF COMMISSIONERS
VIRTUAL BUSINESS MEETING
September 14, 2021
7:00 p.m.

The Orange County Board of Commissioners met for a Virtual Business Meeting on Tuesday, September 14, 2021 at 7:00 p.m.

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

COUNTY COMMISSIONERS ABSENT: None.

COUNTY ATTORNEYS PRESENT: John Roberts

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

Chair Price called the meeting to order at 7:02 p.m.

A roll call was called; all members were present.

Due to current public health concerns, the Board of Commissioners is conducting a Virtual Business Meeting on Thursday, September 2, 2021. Members of the Board of Commissioners participated in the meeting remotely. As in prior meetings, members of the public were able to view and listen to the meeting via live streaming video at <http://www.orangecountync.gov/967/Meeting-Videos> and on Orange County Gov-TV on channels 1301 or 97.6 (Spectrum Cable).

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

- Written submittals by email
- Speaking during the virtual meeting

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

1. Additions or Changes to the Agenda

Chair Price said the County Manager requested that Item 6-a be pulled from the agenda, due to some technicalities that need to be addressed by staff.

Bonnie Hammersley said there are some fundamental changes to the program that came to light today, and staff would like some additional time to do a full analysis, in order to bring the Board options and understand how to proceed. She asked the Board to review the materials that were already provided in the meeting packet, and to let staff know if they would like to add anything or have additional ideas or questions. She said a full analysis will be completed for the October 5 meeting so the Board can make a well informed decision.

Chair Price asked the Board to direct any questions or concerns to the County Manager, so staff can address them by the next meeting. She said staff is working with community

1 members in order to have an authentic analysis of what is going on and what will best help the
2 community.

3 Commissioner Greene asked if this delay would affect schedule with the tax office.

4 Bonnie Hammersley said it would only affect the timeline by 5 days. She said if staff is
5 able to bring a comprehensive presentation, from which the Board can make a decision, the
6 program can start being advertised and put into place on October 6.

7
8 A motion was made by Commissioner Bedford, seconded by Commissioner Fowler, to
9 postpone Item 6-a until the October 5, 2021 Business Meeting.

10
11 **Roll call ensued**

12
13 **VOTE: Unanimous**

14
15 Chair Price invited the County Manager to introduce a new department director.

16 Bonnie Hammersley introduced Dr. Sandra Strong, the new Animal Services Director.
17 She said she is a certified animal welfare scientist and veterinarian, and is well-qualified for the
18 position. She said Dr. Strong came on board on June 21, and has already been working for
19 quite some time and things are going well. She invited Dr. Strong to speak to the Board.

20 Dr. Sandra Strong, Animal Services Director, said she is a North Carolina native and
21 went to veterinary school at NC State, but did a public health certificate in leadership at UNC,
22 and so appreciates the Orange County community. She said she has done a lot of clinical
23 veterinary work for many years, but started working with animal services with the city of San
24 Antonio. She said she did contract consulting work looking at shelter operations at UC Davis.
25 She said she served as chief veterinarian in Wake County for 8 years, and worked with Bob
26 Morotto, the previous Orange County Animal Services Director. She said she is excited and
27 grateful for the opportunity to work for Orange County and serve the citizens. She said her
28 philosophy is if we can support people, both employees and the community, then the animals
29 will have good welfare because humans and animals are closely tied, and have been for
30 thousands of years. She said she is excited about science coming out about the human-animal
31 bond, noting that oxytocin is released in humans when animals are around and health is
32 improved by these interactions. She said more science is showing that pets can combat
33 depression and loneliness. She said animal services has an opportunity to lead with some of
34 that knowledge. She said there are also some challenges due to local ordinances, and there is
35 always controversy. She said her job is to continue on right path, continue to be innovative and
36 determine how to support people and animals. She said she is willing to meet with all, and
37 welcomed the Board of County Commissioners (BOCC) to visit the shelter any time.

38 Chair Price welcomed Dr. Strong and welcomed comments from Commissioners.

39 Commissioner Bedford welcomed Dr. Strong and said she especially enjoys the
40 Facebook posts that the Animal Services Department does. She noted for the public that there
41 are no adoption fees right now.

42 Commissioner Fowler welcomed Dr. Strong and said she looks forward to working with
43 her.

44
45 **Chair Price dispensed with reading the public charge.**

46
47 **Public Charge:**

48 The Board of Commissioners pledges its respect to all present. The Board asks those attending
49 this meeting to conduct themselves in a respectful, courteous manner toward each other, county
50 staff and the commissioners. At any time should a member of the Board or the public fail to
51 observe this charge, the Chair will take steps to restore order and decorum. Should it become

1 impossible to restore order and continue the meeting, the Chair will recess the meeting until
 2 such time that a genuine commitment to this public charge is observed. The BOCC asks that all
 3 electronic devices such as cell phones, pagers, and computers should please be turned off or
 4 set to silent/vibrate. Please be kind to everyone.

5
 6 **Arts Moment** – No Arts Moment was available for this meeting.

7
 8 **2. Public Comments**

9
 10 **a. Matters not on the Printed Agenda**

11 Makeda Ma'at said she is a long time resident of the Landings at Windmore, and was
 12 appointed to the board of managers of the Community Home Trust Landings LLC in November
 13 2020. She said there is great concern with the way the Community Home Trust (CHT) works
 14 with the residents to manage the Landings, creating an environment of distress, discrimination,
 15 disenfranchisement and exclusion. She said the CHT Landings LLC operation agreement is not
 16 adhered to, the board of managers is excluded from the website, and residents lost community
 17 space to accommodate the site manager. She said there is discord and disrespect with the
 18 current operational structure at the landings, with no option for non-biased stakeholders. She
 19 said there is an overlapping structure where CHT plans, organizes, and facilitate the tenant
 20 advisory committee, and some residents feels this cannot allow for fair representation of the
 21 residents due to the manager's bias towards CHT. She said residents are taking sides and fear
 22 retaliation from CHT. She said there is a lack of sufficient maintenance and maintenance staff.
 23 She said CHT is putting up roadblocks to community engagement, and the residents request
 24 the BOCC to review the procedures and policies of CHT, especially related to inclusion, resident
 25 engagement, unfair treatment, decision making, etc. She asked if the BOCC would look into the
 26 situation.

27
 28 **b. Matters on the Printed Agenda**

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

31
 32 **3. Announcements, Petitions and Comments by Board Members**

33 Commissioner Fowler said she enjoyed seeing Schley Grange Hall entered into the
 34 National Historic Register on Sunday and learning some of the history of the county.

35 Commissioner Hamilton said she was at Schley Grange as well, and echoed
 36 Commissioner Fowler's comments. She said it is important to see evidence of cooperative spirit
 37 in the community and hopes it is something that can continue into the future.

38 Commissioner Greene said she was also there, and appreciated Commissioner McKee's
 39 remarks at the event. She said the Request for Proposals (RFP) for rural broadband has gone
 40 out to the world. She said the title is "Orange County Rural Broadband Initiative for Private
 41 Providers to Deploy, Operate, and Maintain a Broadband Internet Network Ensuring That
 42 Currently Unserved and Underserved Households in Orange County Are Served by High-
 43 Capacity Fiber Broadband". She said surrounding this is the potential project for which the
 44 Commissioners set aside \$5 million of American Rescue Plan Act (ARPA) money. She said
 45 getting a successful bidder is only the first step toward implementation of this game-changing
 46 plan for Orange County. She said the bidders have three (3) months from September 13 and
 47 proposals are due December 14. She said this due date was set by feedback from potential
 48 bidders at a previously held meeting.

49 Commissioner Bedford said she enjoyed the event at the Grange as well. She said she
 50 attended the quarterly meeting with Cooperative Extension this afternoon, and they are thrilled
 51 with the Bonnie B. Davis building and are still getting settled in. She said Chair Price will be

1 helping on committee for the February 2022 Ag Summit. She said she is glad the BOCC now
2 has a liaison to this group.

3 Commissioner Richards said she missed the event on Sunday, due to plans for her
4 daughter's birthday, but is interested in learning more about the history there. She thanked staff
5 for continuing to support her as she continues to learn about the work of the BOCC. She said
6 she is hoping to have a tour of the county soon to get outside of areas with which she is familiar.

7 Commissioner McKee said, having grown up in the Schley community, he had the honor
8 of speaking at the event on Sunday. He said he shared regrets for the two Commissioners that
9 were not able to attend. He said the Schley community had a series of public works projects
10 that made improvements to areas of the community, and with community support, won a
11 national contest for the Schley Grange Hall. He said it is quite an accomplishment for a small
12 community like that. He said Commissioner Greene mentioned the update on broadband, and
13 the commitment of the BOCC to broadband really showed when it allocated \$5 million toward
14 the effort, and attracted a lot of interest amongst bidders.

15 Chair Price said she missed the event on Sunday, but knows it was a wonderful event
16 and the Grange is an amazing building, and is one of the few remaining Granges in North
17 Carolina. She said she had a meeting with the Hillsborough-Orange County Chamber of
18 Commerce about promoting economic development in northern Orange County. She said one
19 of the concerns was the permitting process and realizing that it is onerous and unfriendly to a lot
20 of people. She said this group is intending to get in touch with the Commissioners and the
21 Economic Development Department to come up with a strategy for working together with
22 Hillsborough, and some of the businesses in northern Orange, to push economic development.
23 She said this will involve the unified development ordinance (UDO) as well.

24 Chair Price said tonight's information items include Commissioner McKee's petition
25 about advisory boards that receive funding being required to allow public comment. She said
26 this petition should hopefully be discussed in an upcoming business meeting.

27 28 **4. Proclamations/ Resolutions/ Special Presentations**

29 30 **a. National 4-H Week Proclamation**

31 The Board considered approving a proclamation the week of October 3 through 9, 2021
32 as National 4-H Week in Orange County.

33 34 **BACKGROUND:**

35 October 3 through 9, 2021, is National 4-H Week. National 4-H Week is promoted by both the
36 National 4-H Council and North Carolina 4-H and is celebrated in states and counties from
37 coast to coast. The overall goals of National 4-H Week are to promote the methods in which 4-H
38 serves families and youth in grades kindergarten through twelfth grade and to promote the 4-H
39 "learn by doing" experiential model to education that sparks youth interest in future careers and
40 learning. Orange County boasts eight community-based clubs from Cedar Grove to Carrboro
41 and continues to grow to meet the needs of Orange County residents.

42
43 Orange County Cooperative Extension, a partnership between Orange County Government,
44 North Carolina State University, and North Carolina Agricultural & Technical State University,
45 continues to promote 4-H youth development as the premier vehicle for inspiring youth interest
46 in the areas of science, technology, engineering, arts, mathematics, and more. Orange County
47 4-H offers a wide variety of programming across the county, employing the following modes of
48 delivery: day and residential camps, school enrichment, afterschool, and community-based
49 clubs. Considerable research has been published demonstrating the benefits of 4-H youth
50 development to past and present generations of young people. Examples include:

- 51 • [Harris Poll- 2020 Teen Mental Health Survey](#)

- 1 • [This Is 4-H – A Welcoming Environment for Youth of All Beliefs and Backgrounds](#)
- 2 • [Journal of Human Sciences and Extension- From Context to Outcomes: A Thriving](#)
- 3 [Model for 4-H Youth Development Programs](#)

4
5 The Strategic Vision for 4-H, as outlined in the National 4-H Council Strategic Plan 4-H Youth
6 Development A 2025 Vision states, “4-H will reflect the population demographics, vulnerable
7 populations, diverse needs and social conditions of the country. This vision has the elements of
8 inclusion, caring adults, serving at minimum 1 in 5 youth, and the volunteers and staff reflect the
9 diversity of the population.”

10
11 Chair Price invited staff and guests to speak on the item.

12 Jonathon Smith, Orange County Extension Agent for 4-H development with the
13 Cooperative Extension, said 4-H was founded in 1902 in Clark County, Ohio, and the first was a
14 tomato club and taught young men how to grow the tomatoes and taught young women how to
15 can and preserve the tomatoes to feed their families throughout the year. He said 4-H stands
16 for Head, Heart, Hands, and Health, and embodies an experiential learning model. He said it
17 started as an agricultural and family science focused organization, and has grown to be the
18 largest k-12 student organization serving students in the areas of agriculture, science,
19 mathematics, robotics, etc. He said Orange County 4-H works with local universities, and is
20 often found in schools, providing research space and instruction to after school programs, and
21 partnering with teachers. He said 4-H provides affordable summer camp experiences that
22 break the mold of traditional education, and strives to make the best better. He said Orange
23 County has 8 active 4-H clubs, and attendance numbers continue to grow every week. He
24 invited some of the student leaders to speak and share about their experiences.

25 Camille Clark, Orange County 4-H President, addressed the Board. She said she is a
26 senior at Josephine Dobbs Clement Early College, and serves as president of 4-H Youth
27 Council. She said 4-H provides opportunities for youth development of skills and practical
28 knowledge. She said 4-H empowers young people to be future leaders with confidence and
29 know how to work with others and ability to endure situations. She said Orange County 4-H has
30 many supporters throughout the community, like the Commissioners, as well as the Tractor
31 Supply Company and Piedmont Electric. She said she has been in 4-H for seven (7) years, and
32 highlighted meaningful experiences for her through this opportunity. She thanked the BOCC for
33 its ongoing support.

34 Austen Stinson-Miller, Orange County 4-H Vice President, addressed the Board. He said
35 he is a student at Jordan High School. He said 4-H is a big family, and there is something for
36 everyone to do no matter if it is based in agriculture, STEM, family and consumer sciences,
37 health or other focus areas. He said 4-H allows for learning through hands on activities and
38 molds leaders. He said he most enjoys the horse related activities and making memories at the
39 4-H horse shows. He thanked the BOCC for its support of 4-H

40 Lauren Hoesli, Orange County 4-H Secretary, addressed the Board. She said she is a
41 junior at Orange High School. She said the community within the 4-H program is the best part.
42 She said she has been in 4-H for nine years and has learned a lot of life lessons through
43 conferences and events like public speaking, teamwork, and leadership qualities. She said
44 anyone from any background can be greatly impacted by 4-H. She thanked the Commissioners
45 for their support.

46 Jonathon Smith said 4-H provides opportunity for all and invited students in the
47 community who are interested in learning and growing as leaders to join. He said the theme for
48 this year is Spark, so they want to spark interest in science and technology and arts among
49 other areas.

50 Commissioner McKee read the proclamation:
51

**ORANGE COUNTY BOARD OF COMMISSIONERS
NATIONAL 4-H WEEK PROCLAMATION**

WHEREAS, 4-H youth across the nation are leading efforts to solve problems in their communities and make a difference for their futures; and

WHEREAS, 4-H is the largest youth development organization in North Carolina and the largest in the nation with over six million participants; and

WHEREAS, 4-H in North Carolina claims 260,000 youth members and 13,000 volunteers, while Orange County's 4-H program numbers more than 190 members and more than 50 volunteers; and

WHEREAS, 4-H as part of the NC Cooperative Extension System of NC State University and NC A&T State University is a program where youth learn through opportunities that provide them hands-on experiences in 4-H's mission mandates of science, engineering and technology; healthy living; and citizenship; and

WHEREAS, 4-H has connected youth and their communities with the innovative research and resources from our nation's 112 land-grant universities and colleges for more than 118 years;

NOW, THEREFORE, we, the Orange County Board of Commissioners, do hereby proclaim October 3-9, 2021 as National 4-H Week in Orange County, and urge the people of this County to take advantage of the opportunity to become more aware of this special program that enhances our young people's interests in their futures as part of Orange County 4-H Youth Development, and to join us in recognizing the unique partnership between our County and our State University System.

Adopted this the 14th day of September, 2021.

Renee Price, Chair
Orange County Board of Commissioners

A motion was made by Commissioner McKee, seconded by Commissioner Greene, to approve the proclamation designating the week of October 3 through 9, 2021 as National 4-H Week in Orange County, and authorize the Chair to sign.

Roll call ensued

VOTE: UNANIMOUS

Commissioner Greene said she remembers meeting Camille Clark in 2019, and is delighted to see her again and hear of her leadership within 4-H.

Commissioner McKee said he was a 4-H member for years, and was very informative and formative. He said there are eight clubs throughout Orange County, and is not exclusively agricultural.

Commissioner Fowler thanked everyone for their comments. She said has memories from middle school when she entered the contest on the loss of agricultural land to industrialization in Davie County. She encouraged the students to continue in their efforts.

1 Commissioner Richards said she was pleasantly surprised by 4-H after looking at the
2 materials included in the agenda packet and all of the work they do. She congratulated them for
3 the relevance to the current times, and efforts at reaching a diverse group of young people.

4 Chair Price said every 4-H event she goes to is very well done. She said people work
5 well together and the students are impressive.
6

7 **b. Proclamation Designating September 2021 as Suicide Prevention Month**

8 The Board approved a proclamation designating September 2021 as Suicide Prevention
9 Month in Orange County.
10

11 **BACKGROUND:**

12 This month recognizes suicide as a serious public health problem that can have long-lasting
13 effects on individuals, families and communities. Everyone also recognizes that suicide is
14 preventable and that everyone can help by learning the warning signs, promoting prevention
15 and resilience and making necessary social changes.
16

17 Quintana Stewart, Public Health Director, addressed the Board. She said this is an issue
18 that needs to be addressed all year long, and the National Institute of Mental Health (NIMH) has
19 resources available 24/7 1-800-273-TALK (8255) or text HELLO to 741-741. She said these are
20 free resources are available 24/7 and all information is kept confidential.

21 Commissioner Hamilton read the proclamation, and noted that she made some changes
22 from the original draft that was published:
23

24 **ORANGE COUNTY BOARD OF COMMISSIONERS**
25 **PROCLAMATION DESIGNATING SEPTEMBER 2021**
26 **AS SUICIDE PREVENTION MONTH**
27

28 **WHEREAS**, September is National Suicide Prevention Month and is intended to help
29 raise awareness surrounding suicide prevention resources available in the community; and
30

31 **WHEREAS**, suicidal thoughts can affect anyone regardless of age, gender, race, orientation,
32 income level, religion or background; and
33

34 **WHEREAS**, according to the Centers for Disease Control, suicide is the 10th leading cause of
35 death in the United States, is the 2nd leading cause of death for those 10-34 years of age, and
36 was responsible for more than 47,500 deaths in 2019; and
37

38 **WHEREAS**, from 2014 through 2018, Orange County lost 70 lives to suicide; and
39

40 **WHEREAS**, suicide and suicide attempts affect the health and well-being of friends, loved ones,
41 co-workers, and the community; and
42

43 **WHEREAS**, every member of our community should understand that throughout life's struggles
44 we need reminders that we are not alone and can reach out for help; and
45

46 **WHEREAS**, Orange County chooses to publicly state and place our full support behind local
47 educators, mental and physical health professionals, athletic coaches, scout leaders, police
48 officers, faith leaders, and parents as partners in supporting our community in being available to
49 one another; and
50

1 **WHEREAS**, all residents are encouraged to take the time to inquire as to the wellbeing of their
 2 family, friends, and neighbors, to listen to their concerns, and convey appreciation for their
 3 existence;

4
 5 **NOW THEREFORE**, we, the Orange County Board of Commissioners, do hereby proclaim
 6 September 2021 as Suicide Prevention Month in Orange County, recognizing suicide as a
 7 serious public health problem that can have long-lasting effects on individuals, families and
 8 communities, that suicide is preventable, and that everyone can help by learning the warning
 9 signs, promoting prevention and resilience, and making necessary social changes.

10
 11 This, the 14th Day of September 2021.
 12 _____
 13

14
 15 A motion was made by Commissioner Hamilton, seconded by Commissioner Fowler, to
 16 approve the proclamation, as amended, designating September 2021 as Suicided Prevention
 17 Month in Orange County, and authorize the Chair to sign.
 18

19 **Roll call ensued**

20
 21 **VOTE: Unanimous**
 22

23 Chair Price said in past years, the Health Department has organized events at local
 24 parks together to bring awareness and understanding around this issue, but this is not
 25 happening this year due to the pandemic.

26 Commissioner Hamilton said someone who is contemplating suicide is in pain and we
 27 need to be willing to help them seek help. She said talking about suicide does not cause it, but
 28 rather it is the silence that can kill. She encouraged people to get immediate help at 1-800-273-
 29 TALK, call 911, or go to the hospital emergency department in a crisis. She said the Orange
 30 County website has a page that briefly educates on the signs and what to do. She said Orange
 31 County hopes to have its own crisis center.

32 Chair Price said suicide ideation and suicide have increased amongst teenagers and
 33 young people during pandemic.

34 Commissioner Fowler thanked Commissioner Hamilton for her serious approach to this
 35 topic. She said it is always important to prioritize self-care, but especially during the pandemic
 36 and if things start to feel worse reach out to friends and professionals in the community to
 37 hopefully prevent those feelings from reaching a crisis point.
 38

39 **c. Orange County Preparedness Month Proclamation**

40 The Board approved a proclamation declaring September 2021 as "Orange County
 41 Preparedness Month".
 42

43 **BACKGROUND:**

44 National Preparedness Month is recognized each September to promote family and community
 45 disaster planning now and throughout the year. The theme of this year's National Preparedness
 46 Month is "Prepare to Protect. Preparing for disasters is protecting everyone you love."
 47

48 Following 2020, North Carolina has continued to experience an unusually high volume of
 49 disasters, to include the ongoing Coronavirus pandemic, winter weather, severe weather
 50 (including tornadoes), and infrastructure disruptions. So far this year, Orange County has
 51 experienced multiple watches and warnings issued by the National Weather Service for severe

1 weather, flooding, and tornadic activity. The 2021 Hurricane Season continues to be above-
 2 normal in predictions for both severity and frequency of storms.
 3

4 Kirby Saunders, Emergency Services Director, said Governor Cooper switched
 5 Preparedness Month to August for North Carolina because hurricanes were continuing to
 6 impact the state in September, but September is still National Preparedness Month. He invited
 7 the Interim Emergency Management Coordinated, Sarah Pickhardt, to speak.

8 Sarah Pickhardt reviewed the background information for this item. She said North
 9 Carolina and Orange County continue to experience a high volume of disasters, including the
 10 coronavirus pandemic, winter weather, severe weather, tornados, and infrastructure disruptions.
 11 She said the 2021 hurricane season is being watched closely and expected to be more severe
 12 than normal. She thanked the Board for its ongoing commitment to preparedness

13 Commissioner Fowler read the proclamation:
 14

15 **ORANGE COUNTY BOARD OF COMMISSIONERS**
 16 **PROCLAMATION**
 17 **September 2021 - "Orange County Preparedness Month"**
 18

19 **WHEREAS**, it is critical for every community, business, family, and individual in Orange County
 20 to be prepared for natural and man-made disasters, including tornadoes, flooding, and
 21 hurricanes, as well as disease outbreaks like COVID-19; and
 22

23 **WHEREAS**, Orange County has seen a high activity of severe weather – in 2020, the National
 24 Weather Service issued 13 Severe Thunderstorm Warnings, 4 Flash Flood Warnings, 4 Flood
 25 Warning, and 3 Tornado Warnings; and
 26

27 **WHEREAS**, Orange County experienced an estimated \$1.2 million in estimated damages from
 28 severe weather in 2020; and
 29

30 **WHEREAS**, in 2018, Hurricane Florence brought significant rainfall in September, and was
 31 followed by Tropical Storm Michael in October, with both storms causing widespread power
 32 outages and flooding, and Florence resulting in more than \$26 million in damages while Michael
 33 exceeded \$500,000; and
 34

35 **WHEREAS**, on March 13, 2020, the Chair to the Board of County Commissioners declared a
 36 State of Emergency to coordinate the County's response and protective actions to address the
 37 COVID-19 public health emergency and provide for the health, safety, and welfare of the
 38 Orange County community; and
 39

40 **WHEREAS**, community members can take a few simple steps – creating an emergency supply
 41 kit, making a family disaster plan, and staying informed – to help make preparedness a personal
 42 responsibility and improved health a priority in our community; and
 43

44 **WHEREAS**, the Orange County Emergency Services Emergency Management Division, along
 45 with emergency managers throughout the nation, has collaborated to recognize September as
 46 National Preparedness Month, and encourage Orange County community members to stay
 47 informed and prepared;
 48

49 **NOW, THEREFORE**, we, the Orange County Board of County Commissioners, do hereby
 50 declare September 2021 as "Orange County Preparedness Month."
 51

1
2 This the 14th Day of September, 2021.
3
4

5
6

Renée Price, Chair
7 Orange County Board of Commissioners
8
9

10 A motion was made by Commissioner Fowler, seconded by Commissioner Hamilton, to
11 approve the proclamation designating September 2021 as “Orange County Preparedness
12 Month”, and authorize the Chair to sign.
13

14 **Roll call ensued**

15
16 **VOTE: UNANIMOUS**
17

18 Chair Price said preparedness is the presidential theme for the North Carolina
19 Association of County Commissioners (NCACC), after Brunswick County got over 30 inches of
20 rain. She asked if staff would forward a copy of the proclamation to the NCACC.

21 Laura Jensen attempted to play a video discussing preparedness, but attendees were
22 unable to hear the video, so it was turned off.

23 Chair Price said the video is available on the NCACC website. She thanked Kirby
24 Saunders and Sarah Pickhardt for the work they do, not just throughout COVID, but always.
25 She said people fail to realize the work and dedication of first responders and what it means to
26 be out there no matter the weather and circumstances, helping people and saving lives.

27 Kirby Saunders said it is an honor to represent the 143 Emergency Services employees,
28 who are the true heroes.

29 Commissioner Fowler said she is thankful for all they do for the county, as well as their
30 counterparts across the state and nation.

31 Chair Price said August might be preparedness month, but really one should be
32 prepared all the time.
33

34 **5. Public Hearings**
35

36 **a. NCDOT Public Transportation Division/Public Transportation – 5307 Urbanized**
37 **Area Formula Grant Application for FY 2022**

38 The Board conducted a public hearing on the North Carolina Urbanized Area Formula
39 grant application by Orange County Transportation Services (OCTS) for FY 2022; approved the
40 grant application which includes the resolution previously adopted by the Board authorizing the
41 applicant to enter into an agreement with the North Carolina Department of Transportation
42 (NCDOT); and authorized the County Attorney to review and complete the necessary 2022
43 certifications and assurances when they are received (2021 versions attached as examples).
44

45 **BACKGROUND:**

46 Each year, the NCDOT Public Transportation Division accepts requests for operations and
47 administrative needs for county-operated Urbanized Area Formula Grant applications. OCTS is
48 eligible to make an application for both operations and administrative funding. NCDOT has
49 allotted \$331,406 in funds detailed breakdown is outlined in the table below:
50

5307 Grant Application: FY22	
Total	\$ 331,406
Federal	\$ 165,703
Local	\$ 165,703

1
2 Theo Letman, Orange County Transportation Services Director, reviewed the
3 background information for the item. He reviewed the various uses for the grant funding
4 including marketing, office supplies, administrative funds, etc. He said these funds help the
5 county support urban area transportation. He said these funds will increase resident access to
6 healthcare, employment, shopping, etc.
7

8 A motion was made by Commissioner Greene, seconded by Commissioner McKee, to
9 open the public hearing on the proposed grant application.
10

11 **Roll call ensued**

12
13 **VOTE: UNANIMOUS**

14
15 A motion was made by Commissioner McKee, seconded by Commissioner Fowler, to
16 close the public hearing.
17

18 **Roll call ensued**

19
20 **VOTE: UNANIMOUS**

21
22 Commissioner Richards asked if the application forms will be the same as FY21-22.
23 Theo Letman said the forms and application are the same every year.
24

25 A motion was made by Commissioner McKee, seconded by Commissioner Fowler, to
26 approve the Urbanized Area Formula Grant application for FY 2022 in the total amount of
27 \$331,406 with a local match total of \$165,703 to be provided when necessary; approve and
28 authorize the Chair to sign the Local Share Certification for Funding form and other associated
29 documents; and authorize the County Attorney to review and complete the necessary 2022
30 certifications and assurances when they are received.
31

32 **Roll call ensued**

33
34 **VOTE: UNANIMOUS**

35
36 **6. Regular Agenda**

37
38 **a. Longtime Homeowner Assistance (LHA) Program**

39 The Board considered approving the implementation of the proposed program design for
40 the Longtime Homeowner Assistance Program.
41

42 **BACKGROUND:**

43 At its June 15, 2021 Business meeting, the Board of Commissioners allocated \$250,000 in
44 American Rescue Plan Act (ARPA) funds for a new program to assist households affected by
45 revaluation of property tax bills. The program will serve Orange County homeowners earning

1 below 80% of the area median income who have lived in their home for at least 10 years and
2 experienced an increase in their property taxes during the 2021 tax revaluation.
3

4 Staff from the Orange County Housing and Community Development Department (OCHCD),
5 Tax Department, and Finance and Administrative Services Department met over the summer to
6 coordinate, design and begin implementing the proposed program. Staff created a draft program
7 application (Attachment 1), a proposed plan for reviewing and approving applications and
8 outlining each department's role in process (Attachment 2), and a proposed communications
9 and outreach strategy to share information about the program with county residents (Attachment
10 3).
11

12 Housing and Community Development Department staff will be primarily responsible for
13 administering the LHA program – collecting applications and supporting documentation from
14 applicants, and verifying program eligibility for each applicant. The Orange County Housing
15 Helpline will play a key role in assisting county residents with completing applications and
16 gathering documentation. The Tax Department will provide some of the eligibility verification
17 details to Housing and Community Development Department staff during application review.
18 Once an application is approved for assistance, Housing and Community Development
19 Department staff will coordinate with the Finance and Administrative Services Department and
20 Tax Department to issue a credit towards the taxpayer's property tax bill. The program has a
21 proposed launch date of October 1, 2021. All applications must be received by 5:00pm on
22 December 15, 2021 to allow time for processing.
23

24 This item was tabled until the October 5, 2021 Business Meeting.
25

26 **b. Eno Economic Development District – Potential Comprehensive Plan Future Land**
27 **Use Map and Zoning Atlas Amendments**
28

29 **BACKGROUND:**

30 Planning staff has been asked to bring forward for Board of County Commissioners' review and
31 discussion potential [Comprehensive Plan](#) Future Land Use Map and Zoning Atlas amendments
32 in the Eno Economic Development District (EDD) (see maps in [Attachment 1](#) for location and
33 current designations).
34
35

Historical Information

Most lands in the current Eno EDD have been designated for economic development purposes since 1981, when the county adopted a Comprehensive Plan. In 2012, the boundaries of the Eno EDD were expanded in anticipation of water and sewer availability (see maps in [Attachment 2](#) for the 2012 amendments, [adopted September 6, 2012](#)). The Eno EDD is currently 958 acres of economic development land use classification, with an adjacent 67 acre housing area (Whispering Pines subdivision) and 31 acres annexed by the City of Durham for economic development purposes (northeast corner of EDD, adjacent to I-85 in Capital Investment Plan (CIP) focus area). The county proceeded with adding a matching zoning district (i.e. 'prezoning') to approximately 75% of the land use area. Other areas (25%) remain in a residential zoning category (or base zoning). The Eno EDD is part of a courtesy review agreement with the City of Durham, as part of the [Eno EDD Area Small Area Plan](#).

Recent Water and Sewer Studies

Recent joint engineering studies by Orange County and City of Durham staff and a consultant have retracted the larger area's viability for public sewer due to Durham system constraints in the area and prohibitive cost. However, a smaller economic development focus area of 200 acres between I-85 and US 70 still remains viable for public sewer and an existing water line lies adjacent to the area. (See CIP map in [Attachment 3](#) for location of the 200-acre area). Additionally, there are many existing commercial uses in the general area on well and septic.

Interlocal Utility Services Agreement with City of Durham

County staff is in the process of working with City of Durham staff to update and amend the interlocal agreement for water and sewer services (adopted in 2011, expired in 2018) to address the smaller economic development focus area. After completion of an [engineering study in 2013](#) and subsequent additional analysis, it became apparent that the City will not be able to serve the entire Eno EDD area with water and sewer due primarily to pump station capacity limitations within the City's sewage disposal system. The cost to upgrade the existing pump stations is prohibitive. If the City is able to serve the Eno EDD, it would be a much smaller geographic area than initially envisioned, perhaps up to 200 acres. The City is expected to require voluntary annexation of any properties it serves with its water and sewer systems. Willing property owners have 'signed on' to express interest in developing their lands consistent with the Economic Development and Commercial-Industrial land use designations that have been in place since 1981.

Development on Private Wells and Septic Systems / Future Land Use Designations and Zoning

While public water and sewer availability allows for more dense/intense development and larger projects, the regulations contained in the county's [Unified Development Ordinance](#) (UDO) for the Eno (and Buckhorn) EDD do not require connections to public water and sewer systems if such systems are not available. These EDDs allow non-residential development to occur using wells and septic systems (or other wastewater disposal techniques). If there is desire to potentially allow new non-residential development in the Eno EDD on wells and septic systems, the existing Future Land Use classification (Economic Development) and much of the current zoning could achieve new non-residential development, particularly smaller-scale non-residential development such as individual offices or other uses that do not require large amounts of water and wastewater disposal.

As is shown on the maps in [Attachment 1](#), some of the lands designated for Economic Development (land use classification) are currently zoned R-1 (Rural Residential) (see the southwestern portion of the EDD area and lands between the railway and Old NC 10). Since zoning is the regulatory tool, the current zoning means that only uses allowed in R-1 would be

1 permitted on these properties. R-1 is primarily for residential uses and a few other compatible
 2 use types, as shown in the Table of Permitted Uses in Section 5.2 of the UDO.
 3

4 It should also be noted that the EDE-1 zoning district allows a variety of residential uses,
 5 including single family residential; new residential uses would be permitted in the EDE-1 zoning
 6 district. EDE-2 zoning does not allow residential uses. Future Land Use and zoning
 7 amendments may be necessary only if the decision is made that all non-residential development
 8 in the Eno EDD should be served by public water and sewer systems or if there are other
 9 reasons for pursuing amendments. If amendments are pursued, a determination will need to be
 10 made regarding which Future Land Use classification and/or zoning district should be applied to
 11 the map(s).
 12

13 As a reminder, any new non-residential development in the area is required to adhere to all of
 14 the standards and regulations contained in the UDO, including proper buffering from adjacent
 15 uses and performance standards related to noise, vibration, outdoor storage, and other impacts
 16 (see Section 6.4 of the UDO).
 17

18 Additional maps that may prove useful in understanding the area are included in Attachment 4:

- 19 • Existing Residential / Non-Residential / Undeveloped parcels
- 20 • A map of developed and undeveloped lots in Whispering Pines subdivision (which is
 21 designated as 10-Year Transition on the Future Land Use map). As a historical note,
 22 many/most of the undeveloped lots remained so because suitable septic sites could not
 23 be located on the lots.
 24

25 Water & Sewer Management, Planning & Boundary Agreement (WASMPBA)

26 The entire Eno EDD plus lands well to the south of the EDD are designated as “Primary Service
 27 Area” on the [WASMPBA](#) map (Attachment 5). Since mobile home parks in the area may
 28 eventually need public water service for both household use and fire suppression, staff
 29 suggests that the current WASMPBA boundaries remain as is.
 30

31 Potential Amendments

32 The maps in Attachment 6 depict potential amendments to pull back a portion of the EDD
 33 expansion that occurred in 2012 and rezone the properties back to R-1 (Rural Residential).
 34 Staff is seeking BOCC direction on whether Future Land Use Map and Zoning Atlas
 35 amendments should be pursued at this time. The potential amendments are as follows:
 36

Future Land Use Map	Zoning
112.2 acres from Economic Development to 10-Year Transition	112.2 acres from EDE-1 to R-1

37
 38 The 10-Year Transition land use classification is for “areas changing from rural to urban in form
 39 and density. All densities of residential development would be appropriate. Non-residential
 40 uses implemented in accordance with small area plans and/or overlay districts may be
 41 appropriate.” The Land Use and Zoning Matrix in Appendix F of the Comprehensive Plan
 42 identifies the following potential zoning districts for 10-Year Transition areas: R-1, R-2, R-3, R-
 43 4, R-5, R-8, R-13, MPD-CD, HP-CD, R-CD, NR-CD, and Special Zoning Overlay District.
 44
 45

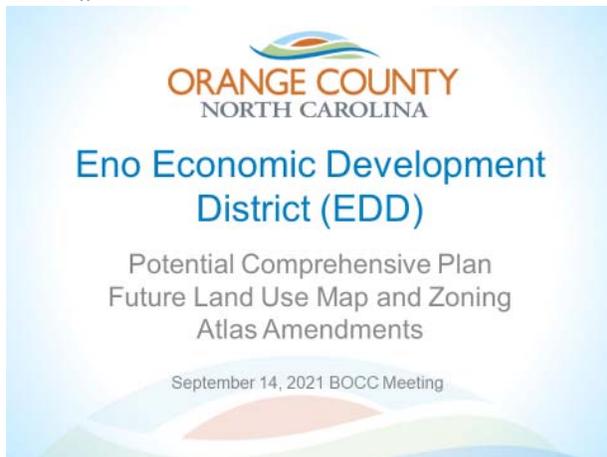
1 Amendment Process

2 Amendments to the Comprehensive Plan and Zoning Atlas (rezoning) must adhere to the
 3 processes described in Sections 2.3 (Comprehensive Plan) and 2.8 (Zoning Atlas) of the UDO.
 4 For county-initiated amendments, the general process is listed below with a possible timeframe
 5 for any potential amendments in **bold italics**:

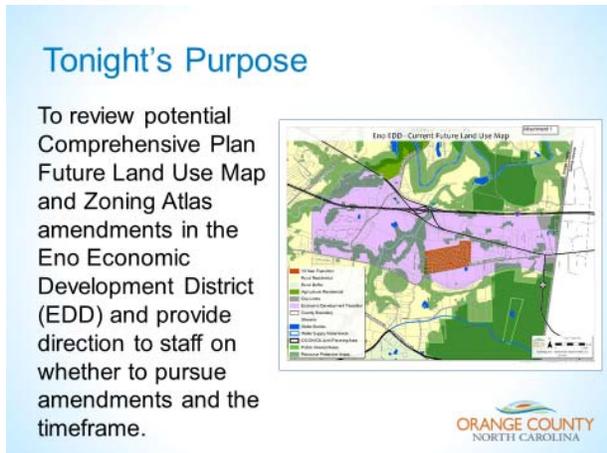
- 6 • Public Information Meeting to Explain the Amendments (This meeting is not required by
 7 the UDO, but historically the county has held such meetings at the beginning of the
 8 process to better inform residents and address questions before the subsequent
 9 Planning Board meeting.) – **October 2021**
- 10 • Post Sign / Mail Notices for Planning Board Meeting – **mid November 2021**
- 11 • Development Advisory Committee Meeting (staff group of multiple departments) -
 12 **November 2021**
- 13 • Staff Recommendation to the Planning Board – **end of November 2021**
- 14 • Planning Board Review and Recommendation – **December 1, 2021**
- 15 • Publication of Legal Ads / Sign Posting / Mail Notices for BOCC Public Hearing –
 16 **January 2022**
- 17 • BOCC Public Hearing/Potential Decision – **January 2022**

18
 19 Craig Benedict, Planning and Inspections Director, reviewed the background information
 20 and made the following PowerPoint presentation:

21 Slide #1



22
 23
 24 Slide #2



25

1
2 Craig Benedict said the slide shows a land use program for a Future Land Use Map. He
3 said the red area is a residential subdivision known as Whispering Pines. He said the land use
4 was changed in 2012 to transition, due to proximity to the highways. He said it is likely to
5 transition into a suburban environment. He resumed the PowerPoint presentation:

6
7 Slide #3

Brief History of Eno EDD

- Most of the area had been designated for economic development purposes since 1981, when the County adopted a Comprehensive Plan.
- In 2012, the boundaries of the Eno EDD were expanded in anticipation of water and sewer availability (*maps of 2012 amendments are included in Attachment 2 of agenda item*).



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9
10 Slide #4

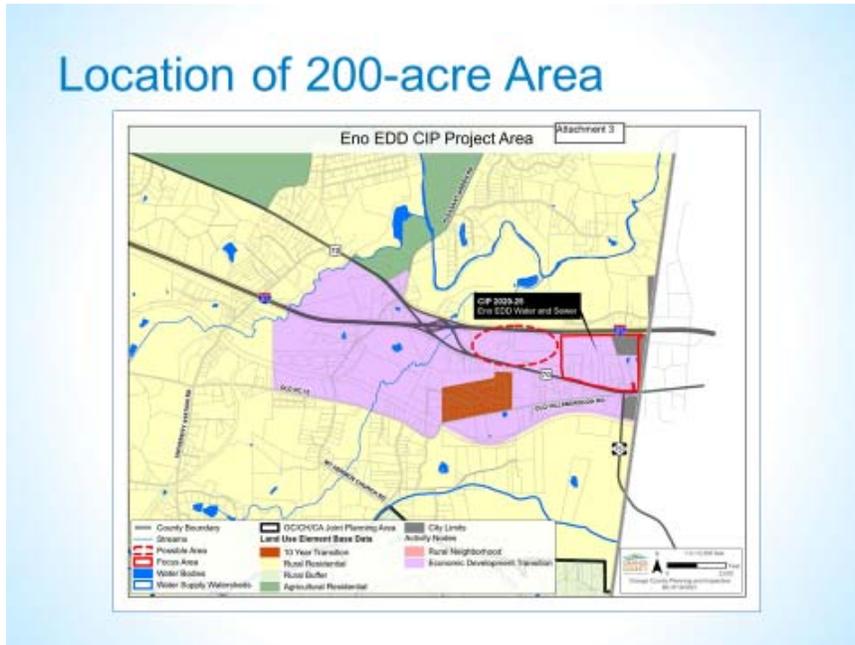
Brief History of Eno EDD (continued)

- Recent joint engineering studies have retracted the larger area's viability for public sewer due to Durham system constraints in the area and prohibitive cost.
- A smaller economic development focus area of 200 acres between I-85 and US 70 still remains viable for public sewer and an existing water line lies adjacent to the area.



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1 Slide #5

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Craig Benedict said the grey areas to North and South are recent annexations by the City of Durham. He resumed the PowerPoint presentation:

Slide #6

Interlocal Utility Services Agreement with City of Durham

- County staff is in the process of working with City of Durham staff to update and amend the interlocal agreement for water and sewer services (adopted in 2011, expired in 2018) to address the smaller economic development focus area.
- The City is expected to require voluntary annexation of any properties it serves with its water and sewer systems.
- Willing property owners have 'signed on' to express interest in developing their lands consistent with the Economic Development and Commercial-Industrial land use designations that have been in place since 1981.

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1 Slide #7

Development Considerations

- The regulations contained in the County's Unified Development Ordinance (UDO) for the Eno EDD do not require hookups to public water and sewer systems if such systems are not available.
- If there is desire to potentially allow new non-residential development in the Eno EDD on wells and septic systems, the existing Future Land Use classification (Economic Development) and much of the current zoning could achieve new non-residential development, particularly smaller-scale non-residential development such as individual offices or other uses that do not require large amounts of water and wastewater disposal.

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Slide #8

Potential Amendments

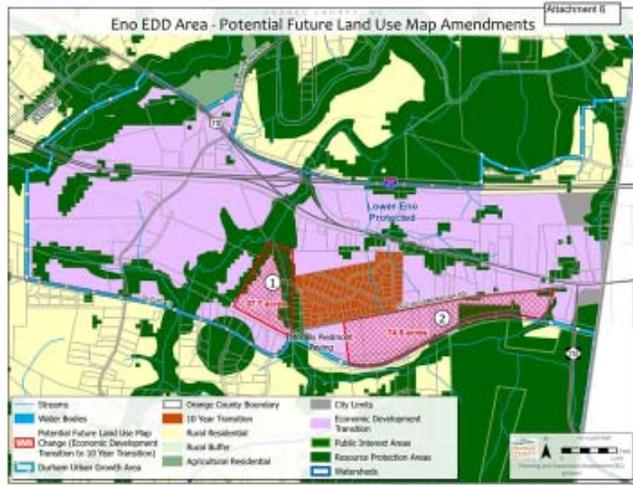
Planning staff has been asked to bring forward for Board of County Commissioner review and discussion potential Comprehensive Plan Future Land Use Map and Zoning Atlas amendments in the Eno Economic Development District (EDD)

- The potential amendments on the following slides pull back some of the amendments adopted in 2012.

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1 Slide #9

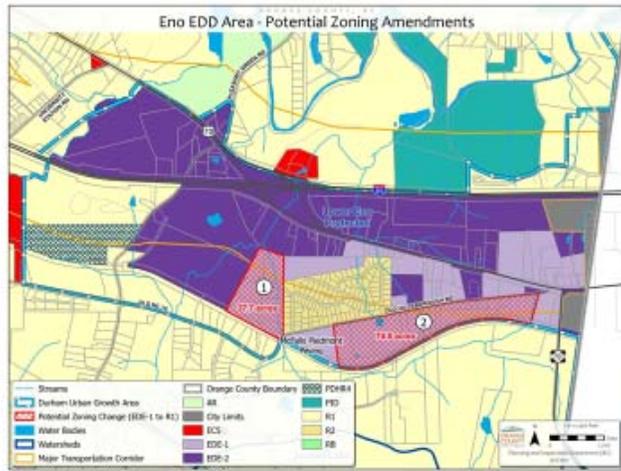
Potential Amendments – Future Land Use Map



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Slide #10

Potential Amendments – Zoning Atlas



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1 Slide #11

Possible Amendment Timeframe

- October 2021 - **Public Information Meeting** to Explain the Amendments (this meeting is not required by the UDO but is historically customary)
- mid November 2021- **Post Sign / Mail Notices** for Planning Board Meeting
- November 2021 –Development Advisory Committee Meeting(s) (staff group of multiple departments)
- end of November 2021- Staff Recommendation to the Planning Board
- December 1, 2021 –**Planning Board Review and Recommendation**
- January 2022 - Publication of Legal Ads / Sign Posting / Mail Notices for BOCC Public Hearing
- January 2022 - **BOCC Public Hearing/Potential Decision**

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Slide #12

Recommendation for Tonight

- Receive the information presented.
- Provide direction to staff on whether to pursue amendments.
- If amendments are to be pursued, provide direction on the timeframe.

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Chair Price said she brought this item as a petition in June. She said the issue of changing the zoning in this area has been discussed for years, and she had hoped to make changes this month. She said it recently came to her attention because people in Whispering Pines want to know what is going on around them. She said the desire is to buffer the neighborhood in a way that would be complementary. She said various ideas have been discussed, including apartments. She said there has been some reluctance from Durham to provide utilities in this area. She said there are mobile home parks here, which are some of the affordable housing in the county. She said the desire was to focus on economic development in the Buckhorn and Hillsborough EDDs instead. She said she is concerned that staff only included two areas and wonders why it has to go to Planning Board for review again. She said her intent with this petition was to move forward with making some changes and not to consider further exploration, as the Board has already talked about the changes that need to be made. She said she wants the residents in the area to feel comfortable and know they will not be dislocated and relocated in the near future.

1 Commissioner Hamilton referred to the 200 acres that are viable for public sewer, and
2 asked if their specific location could be identified. She asked if EDE 1 or EDE 2 are contained
3 within those 200 acres.

4 Craig Benedict said yes. He said these areas have the designation for economic
5 development and public sewer. He said the hope is to bring sewer in closer proximity to a
6 particular mobile home park that is currently pumping their sewage into Durham.

7 Commissioner Hamilton clarified details about the map.

8 Craig Benedict said there is a zoning proposal to reduce certain areas. He said there
9 are some existing commercial uses in the area, and it would be difficult to rezone one's land
10 that already has industrial use and change it back to residential. He said staff can provide a
11 map with the existing land uses. He said areas 1 and 2 would change, which would not create
12 any nonconforming uses.

13 Commissioner Hamilton asked if there is a process for determining the viability of public
14 sewer and water to the area. She asked if there is a cost benefit analysis to weigh sales and
15 property taxes, etc.

16 Craig Benedict said yes, analyses have been done for light industrial construction in this
17 area. He said that information was provided about year ago, when there was discussion on the
18 viability of the entire economic development zone. He said staff can re-provide that information
19 to the Board. He staff has proceeded with 70% design in this area, but it has been on hold for a
20 few years.

21 Commissioner McKee asked Craig Benedict to move his cursor over the area where
22 Gorilla Materials is located (purple area). He reviewed various businesses in the area, and
23 cautioned the Board about changing the zoning in this area as it would disrupt existing
24 businesses.

25 Chair Price asked if the area to the east of Whispering Pines could be identified.

26 Craig Benedict said everything in purple and lavender was put on the map in 1994. He
27 said the county was going to talk to the property owner to see if the lower-intensity economic
28 development zoning would make sense for this owner.

29 Chair Price said the BOCC down zoned some of this area several years ago. She asked
30 if areas 1 and 2 would be rezoned to residential if staff's proposal goes forward.

31 Craig Benedict said it would go from economic development to 10-year transition, which
32 is a residential land use. He said it would be a companion zoning change from EDD-1 to R1,
33 which is low density.

34 Chair Price said she lives in a 10-year transition area that has been that way for 30
35 years. She challenged the staff to come up with different terminology.

36 Craig Benedict said the idea is that the focus should be on the ten years first, rather than
37 sprawling into the 20 years. He said lack of water and sewer has been a stumbling block. He
38 said it took 3 utility services agreements with Hillsborough, Durham, and Mebane to be able to
39 expand in areas that are appropriate. He said when economic development monies became
40 available, there was a certain amount in the Eno, Efland, Mebane areas, etc.

41 Commissioner Hamilton asked if staff could provide examples of high and low intensity.

42 Craig Benedict said higher intensity might allow for onsite storage, while lower intensity
43 keeps all activity within the building, such as offices. He said higher intensity could have more
44 external impacts because some activity would be occurring outside of the building. He said staff
45 can provide a list of the activities expected with both.

46 Commissioner Hamilton asked if the sections of the Comprehensive plan that would be
47 affected if these changes are made could be identified.

48 Craig Benedict said a land use map is part of the land use element to the
49 comprehensive plan. He said staff would change the land use map, which is an addendum to
50 the Comprehensive Plan, from economic development to transition. He said at some point it
51 would be wise to get rid of 10 and 20 year and make it all transition.

1 Commissioner Fowler referred to the 10 and 20-year transition areas, and asked if these
2 are so labeled as such to serve as a warning to residents

3 Craig Benedict said the 10 and 20 areas are in the outskirts of Hillsborough and Efland
4 area. He said there is a map that says if utilities are expanded in Efland, they should be
5 expanded into the 10-year transition area first. He said some sewer was put into Efland in
6 1988, which was not completed until the 2000s. He said this process gave guidance on where
7 to focus capital investments in the Efland area, but it has taken a long time and has become
8 more of a sooner than later area than strict 10 years. He said it has been very difficult to get
9 utilities to rural areas, and the 10 and 20-year transition areas were to provide guidance. He
10 said this is all described in the comprehensive plan, but there is no prohibition for someone who
11 wants to go into the 20 year transition if there is still undeveloped land in 10 year transition. He
12 said the Town of Carrboro also has a 10 and 20-year areas, and one cannot go into the 20 year
13 area until 75% of the 10 year area has been developed. He said the county never went that far
14 in its own plans.

15 Commissioner McKee asked if downzoning a commercial property could be a potential
16 liability for "taking of value".

17 John Roberts said his initial inclination is no, as zoning is up to the local government, but
18 he will do some additional research and report back.

19 Chair Price said the county would talk to the property owner first, and if downzoning is
20 against the property owner's wishes the county would not proceed.

21 Chair Price asked if the timeline is mandated, and why it would need to go to Planning
22 Board for review.

23 Craig Benedict said the only step not mandated by the UDO is step #1.

24 Chair Price asked how much of a meeting staff anticipates, given COVID-19. She asked
25 if this could be expedited in any way, allowing the public to speak at the Planning Board.

26 Craig Benedict said yes. He said staff mails notices for planning board meetings, and he
27 will consult with staff as to whether the schedule can be sped up by not having a public
28 information meeting.

29 Chair Price said she support public engagement, but wonders if anyone will show up to
30 an information session. She said she would like to get this done by the end of the year.

31 Commissioner Bedford thanked staff for the presentation, and said it is critical to stick to
32 usual process and to keep the public meeting in place. She said she understands the desire to
33 expedite the process, but it is important to keep all the steps in place.

34 Commissioner McKee agreed with Commissioner Bedford.

35 Commissioner Greene agreed with Commissioner McKee and Commissioner Bedford.

36 Chair Price said she is happy to stick to the normal process, and was just seeking ways
37 to expedite it due to the years that have passed discussing this topic.

38 Commissioner Richards said it looks like the zoning may be changed to buffer the
39 residential area with R1 for residential use, and designating the zoning for E2, which can be
40 used for residential in another space. She asked if this is correct.

41 Craig Benedict said areas 1 and 2 are being changed back to residential, and the purple
42 area is not being changed at this time. He said staff will approach a property owner about
43 potential changes down the road.

44
45 A motion was made by Commissioner Fowler, seconded by Commissioner McKee, to
46 proceed with the plan as outlined by the Board.

47
48 **Roll call ensued**

49
50 **VOTE: UNANIMOUS**

51

1 **7. Reports**

2
3 **a. Update on 2021 Appeals Process**

4 The Board received a report on the progress of the 2021 Appeals Process.

5
6 **BACKGROUND:**

7 2021 is a revaluation year, and in March 2021, the Notices of Revaluation were mailed to
8 property owners. Property owners have the right to appeal their value each year, and it is
9 especially important in a revaluation year when values are adjusted to current fair market value
10 per NC General Statute 105-286 to equalize and redistribute the county's tax base.

11
12 Soon after the notices were mailed, community leaders in the area brought inconsistencies in
13 the valuation of properties within neighborhoods, including Chapel Hill's Northside
14 Neighborhood Conservation District and other conservation districts in the Chapel Hill area, to
15 the attention of the Tax Assessor and the Board.

16
17 Community leaders also expressed concerns that the established appeal period did not allow
18 enough time for property owners to appeal, citing the need to provide assistance for property
19 owners not familiar with the process and the constraints of the current pandemic. By resolution
20 approved on June 15, 2021, the Board of Commissioners directed the Tax Assessor to extend
21 the Board of Equalization and Review's adjournment date from June 30 to September 1, 2021.
22 This action extended the formal appeals period until September 1, 2021.

23
24 Many of the properties located in the Northside Neighborhood Conservation District submitted
25 value appeals. After reviewing these properties, and considering information provided by
26 leaders of the Jackson Community Center about the neighborhood conservation districts, the
27 Tax Assessor approached the Board of Equalization and Review (BOER) to exercise its power
28 and duties as noted in NC General Statute 105-322(g)(1)(b,c,d) and request the Tax Office
29 review the remaining properties in the Northside neighborhoods that were not appealed, and
30 make any necessary corrections to these properties and their values to be consistent with the
31 actions taken on properties within the Northside neighborhoods that were appealed. The BOER
32 requested the additional review at its July 28, 2021 meeting.

33 The BOER will adjourn as of September 1, 2021 and continue to hold post-adjournment
34 hearings to complete review of the appeals submitted through the adjournment date, and
35 according to the 30-day appeal period provided in decision notices.

36
37 Current data on appeals (through August 24, 2021):

- 38 • 2,004 appeals total – 1,682 informal and 322 formal
- 39 • 1,802 have been completed, including all but 3 of the informal appeals which are
- 40 commercial properties
- 41 • 58 appeals have been submitted since the original appeals deadline of June 30
- 42 • 191 total appeals from Northside area - 183 informal and 8 formal

43
44 As Decision Notices continue to be mailed for the ongoing appeals, the appellants are provided
45 a 30-day window from the date of the decision notice to appeal at the formal level to the BOER,
46 and are not held to the date of adjournment if the 30-day window reaches beyond the
47 September 1 deadline. Post-adjournment hearings are expected to continue through December.

48
49 Nancy Freeman, Tax Administrator, gave the following PowerPoint presentation:

50
51 Slide #1

Update on 2021 Real Property Value Appeals Process

Presented September 14, 2021

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Slide #2

2021 Value Appeals Process Overview

- 2021 is a Revaluation Year for Orange County Tax Office
- Real Properties valued based on January 1, 2021 current market value
- Revaluation Notices of New Values mailed March 24, 2021
- Informal Appeal Forms mailed with Revaluation Notices, included instructions and information on how to appeal using new online site
- Informal Appeals period ended with the Board of Equalization and Review Convening, May 3, 2021
- Formal Appeals period began May 3 and ended September 1, 2021
- As of September 7, there have been 2062 appeals: 1681 informal, 381 formal

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Slide #3

Informal Appeals Overview & Steps Taken

- During Informal Appeals Period, appeals were distributed to the appraiser assigned to the corresponding neighborhood. Appraiser reviewed information provided by property owner, researched property, performed site visit if requested/needed, determined new value or no change to value.
- Details of appeal and any changes recorded in Computer Assisted Mass Appraisal system, or CAMA system.
- Decisions reviewed by Real Property Manager and/or Deputy Assessor
- At this time, the Assessor's office has the authority to change the value of properties based on information provided by the property owner and during research by appraisers.

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Slide #4

4 Timeline and Metrics: Informal Appeal Period

- ❖ Currently 1,681 Informal Appeals, 1679 completed
 - ❖ 184 Informal from Northside, all completed
 - ❖ 134 Informal Commercial, with 2 still in process
- ❖ Value Notices include:
 - ❖ Property Identification
 - ❖ Assessor's Decision
 - ❖ Resulting Value
 - ❖ Notification of Property Owner's Right to Appeal
 - ❖ September 1, or
 - ❖ Within 30 days of the Date of the Notice, whichever is longer

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Commissioner McKee referred to slide 4, and asked if “all completed” could be defined. Nancy Freeman said it means the 184 appeals have been reviewed, a decision has been made, and notice has been mailed to homeowner letting them know of ability to appeal to BOER.

Commissioner McKee clarified that there are further non-legal avenues for residents to pursue prior to court proceedings.

Nancy Freeman said yes.

Chair Price asked if “Northside” is just Northside, or if it incorporates other neighborhoods.

Nancy Freeman said she is referring to the Northside Conservation District, specifically. She said there were a few claims from other neighborhoods, but very few. She resumed the PowerPoint presentation:

Slide #5

5 Timeline and Metrics: Informal Appeal Period (continued)

2021 Value Notices Mailing Dates	
	May 5
	May 28
	June 25
	August 26
	September 7

- ❖ Value Notices dated August 26 have a September 25 appeal deadline
- ❖ Value Notices dated September 7 have an October 7 appeal deadline

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1 Slide #6

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Formal Appeals Overview

- The Formal Appeals Period is established by the date the Board of Equalization and Review (BOER) convenes and adjourns. Property owners may submit a formal appeal while the Board is in session.
- In 2021 the BOER convened on May 3, which was the last day by statute that the BOER was allowed to convene.
- The adjournment was extended from June 30 to September 1 to allow more time for property owners to appeal their value.

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Commissioner McKee asked if the number of value notices that went back out, which are being appealed to the BOER, could be identified.

Nancy Freeman said 12, as of this moment, but these may not all be from Northside. She said she can send exact information to the Board.

Slide #7

6

Formal Appeals Overview

- The Formal Appeals Period is established by the date the Board of Equalization and Review (BOER) convenes and adjourns. Property owners may submit a formal appeal while the Board is in session.
- In 2021 the BOER convened on May 3, which was the last day by statute that the BOER was allowed to convene.
- The adjournment was extended from June 30 to September 1 to allow more time for property owners to appeal their value.

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1 Slide #8

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Timeline and Metrics: Formal

- ❖ Currently 381 Formal Appeals, 208 completed
 - ❖ 12 Formal from Northside, 9 completed
 - ❖ 252 Formal Commercial, 175 completed
- ❖ Decision Notices are mailed to the appellants to inform them officially of the Board's decision. The notice includes, as required by state statutes:
 - ❖ Property Identification
 - ❖ Board's Decision and Resulting Value
 - ❖ Notification of Property Owner's Right to Appeal to the North Carolina Property Tax Commission (NCPTC) within 30 days of the Date of the Notice
 - ❖ Specific Requirements of the Appeal to the NCPTC, including the requirement to notice both the NCPTC and the County of the appeal.

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Slide #9

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Timeline and Metrics: Formal (continued)

- Decision Notices Mailed:
 - July 12 (60)
 - August 10 (23)
 - Upcoming: September 15 (approximately 90)
- Next Steps:
 - Continue with Board of Equalization and Review Post-Adjudgment Hearings
 - Currently nine dates scheduled through October 14 for hearings
 - More dates will be added to the schedule as determined by appeals received through early October
 - Currently 7 post-adjudgment appeals

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Nancy Freeman said the 90 number is closer to 150 at this time. She resumed the PowerPoint presentation:

10 Slide #10

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Steps Taken with Northside Informal Appeals

- After revaluation notices were mailed, Tax Office was made aware of inconsistencies in the valuation of properties within neighborhoods 7102, 7104, and 7110, which includes Chapel Hill's Northside Neighborhood Conservation District and Carrboro's Lloyd/Broad Neighborhood Preservation District
- 184 informal appeals, assigned to Real Property Manager and Chief Appraiser
- Reviews and field visits conducted on these properties from mid-May to end of July
- Based on the data collected by appraiser and data provided by the community leaders of Northside and the Jackson Center, the Tax Office realized the need to expand the review to all properties in the three affected neighborhoods.
- On July 28, the Board of Equalization and Review was provided data compiled on these informal reviews. Tax Office requested that the Board direct a review of the remaining properties in these specific neighborhoods that were not appealed.

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Steps Taken with Northside Informal Appeals (continued)

- Board of Equalization and Review did direct Tax Office to review remaining properties in the affected areas
- Reviews and field visits were made of the remaining properties in the affected neighborhoods, which included 469 properties.
- After review, using data previously provided and data compiled through sales and field visits to the properties, values were adjusted on many of the properties.
 - Smaller properties that were conforming to the restrictions of the Northside Neighborhood Conservation District on average received a reduction in value of at least 20%.
 - Larger, legally non-conforming properties were reviewed and some were adjusted to reflect an increase in value.

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Slide #12

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Steps Taken with Northside Informal Appeals (continued)

- In order for staff to review all properties and provide the most consistent and accurate review, most value notices were mailed for the properties informally appealed in the Northside area on August 26, after all of the affected properties were reviewed.
 - Formal appeals may be submitted for these properties through September 25.
- Final round of Value Notices for the remaining properties in the Northside neighborhoods reviewed under the direction of the BOER were mailed on September 7.
 - Formal appeals may be submitted for these properties through October 7.

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Slide #13

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Review of East 54 Condominiums

- On June 8, an appeal of a property located at East 54 Condominiums brought forth the fact that there was a notable difference in fair market values of the condo units in the referenced buildings that face the golf course versus the units that face the parking lot.
- Tax Office performed a review of other units in these buildings to determine more equitable valuations for these properties. At the August 12 Board of Equalization and Review meeting the Tax Office requested that the Board direct the Tax Office make necessary corrections to these properties and their values to be consistent with the action taken on the appeal from June 8.
- 93 properties were reviewed, with 72 properties decreasing in value, 19 increasing in value and 1 no change. Value notices were mailed September 7.

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Nancy Freeman said there was an average reduction of \$31,000 and an average increase of \$16,000. She resumed the PowerPoint presentation:

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Final Report of Board of Equalization and Review for 2021

- The estimated time of completion of the work for the Board of Equalization and Review (BOER) for 2021 is mid-January.
- This will depend on the number of appeals received through early October, based on the date of the last mailing of Value Notices
- A report will be provided to the Board of Commissioners to provide a summary of the outcome of the appeals at a regular meeting of the Commissioners soon after, estimated Mid-March 2022.

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Slide #15

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Final Report of Board of Equalization and Review for 2021 (continued)

- The report will include important metrics on the resulting changes to values that occurred due to the appeals.
 - Number of dates BOER met to conduct hearings
 - Number of informal appeals resulting in a formal appeal
 - Total number of formal appeals
 - Number of appeals resulting in a decrease in value, increase in value, and no change
 - Decision Notices Mailings and Publication of Minutes
 - Number of formal appeals resulting in an appeal to the North Carolina Property Tax Commission

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Nancy Freeman said these numbers will depend on when the notices are mailed out, as there is a 30 day window to appeal to the Property Tax Commission. She resumed the PowerPoint presentation:

Slide #16

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2021 Value Appeals Process in Conclusion

- Real property sales increased steadily prior to the January 1, 2021 revaluation date. This resulted in a substantial increase in valuation county-wide for the 2021 Revaluation.
- Beginning in March 2020, the pandemic complicated many aspects of the process of the revaluation, from stalling field visits to changing the methods needed to communicate with property owners about their values and appealing the values.
- We have continued to provide service to taxpayers, although the office was closed to the public for several months. Our new online appeals module helped us provide an effective way for property owners to appeal value without an in-person visit.
- Current number of appeals still below the estimated number for 2021. However, our goals for completing appeals have been quite stretched due to the effects of the pandemic, and the fact that staff has been shorthanded.
- Our assessment team, along with tremendous support from our other divisions, has continued to work through these issues to provide excellent professional customer service and accurate work to fairly equalize the tax base for Orange County property owners.

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1 Chair Price thanked the Tax Administrator for taking the time to meet with community
2 members. She said the focus was on Northside, but other areas of the county were also seeing
3 disparities. She said she looks forward to further analyses forthcoming.

4 Commissioner Hamilton thanked tax staff for hearing her questions and providing
5 information to her. She said she hopes residents will hear that the Board and staff do care and
6 are willing to look into issues.

7 Commissioner Richards asked if there will be some kind of a “lessons learned” in
8 addition to the statistics at the end of this process, and if there will be an overall assessment of
9 how the county approaches the revaluation process.

10 Nancy Freeman said one of the takeaways is that field reviews are so very important
11 and staff realized it would never complete an only desktop review. She said staff will include
12 some lessons learned in the report to the BOCC.

13 Commissioner Fowler said she appreciates Commissioner Richards’ question. She said
14 it seemed like the whole process was inequitable because lower homes were overvalued and
15 vice versa. She asked if the county will need to continue with the appeals process moving
16 forward, or will the county be able to find a different process that’s more equitable in general.

17 Nancy Freeman said the county relies on information provided by taxpayers, and
18 communication and relationships between the two is important. She said tax staff is often not
19 given access to go into a home or a building. She said the continuing work with the community
20 is important to secure accurate information and to avoid situations like happened with
21 disparities. She said the Tax Office also needs to do more outreach to the community
22 publicizing that now is the time to get accurate information to tax office.

23 Commissioner Fowler said she appreciates the work of the tax office and hopes that it
24 ended with more equitable values placed. She said there were 185 commercial appeals, and
25 asked if these were all in Northside.

26 Nancy Freeman said there were 135 informal commercial appeals countywide, not
27 specific to Northside.

28 Chair Price said staff had to abide by state statute in this process, which is important to
29 remember. She said in working with community organizations and groups, staff is able to see
30 what is really happening, and if goal is to preserve some of these neighborhoods, the county is
31 going to have to use some other strategies and work with the towns to see what is really
32 happening in neighborhoods.

33 Commissioner Greene said she was in Asheville recently, and Buncombe County is
34 having virtually the same issue. She said this county started a committee to review the issue.
35 She suggested staff contact tax staff in Buncombe for suggestions.

36 Chair Price said Commissioner Greene is correct, and this is happening across the
37 country in many areas and for many years.

38
39 A motion was made by Commissioner Hamilton, seconded by Commissioner Bedford, to
40 take a three minute recess.

41
42 **Roll call ensued**

43
44 **VOTE: UNANIMOUS**

45
46 A motion was made by Commissioner Fowler, seconded by Commissioner Bedford, to
47 reconvene the meeting at 9:44 p.m.

48
49 **Roll call ensued**

50
51 **VOTE: UNANIMOUS**

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2 **b. Mountains to Sea Trail (MST) Update**

3 The Board received an update on the activity of staff and other project partners on
4 acquiring and constructing the segment route of the NC Mountains to Sea Trail (MST), a part of
5 the NC State Parks system, within Orange County.
6

7 **BACKGROUND:**

8 In January 2018, the county adopted a route map for the portion of the NC Mountains to Sea
9 Trail in Orange County. This action was the culmination of several community meetings and
10 planning exercises to identify, refine and address the planned route of this trail through Orange
11 County. The NC Mountains to Sea Trail is a continuous off-road trail linking Clingman's Dome in
12 the Great Smoky Mountains National Park to Jockey's Ridge State Park on the state's Outer
13 Banks. The MST is part of the North Carolina State Parks system, with over 680 miles of the
14 roughly 1,000-mile trail route open for use and road connecting sections identified by the
15 Friends of the Mountains to Sea Trail (FMST) organization to allow hikers to complete the trail in
16 areas where road routes are needed.
17

18 A statewide MST Master Plan was completed and approved in 2015 with an established corridor
19 for the trail across the state, broken into defining segments. The plan included information about
20 each segment, prioritization and plans for further work, centralized web-based content about
21 trail progress, and a set of tools and guidelines to assist trail planning partners.
22

23 One of the regions in the state where the trail corridor was in need of further identification and
24 refinement was the Eastern Piedmont section, from Greensboro to Durham. Segments of the
25 adopted MST corridor traverse Orange County, entering from southwestern Orange County at
26 the Alamance County line and running northeast through lands owned by the Orange Water and
27 Sewer Authority (OWASA) around Cane Creek Reservoir. The MST corridor then continues
28 northeast to the Orange County Seven Mile Creek Natural Area, before entering Occoneechee
29 Mountain State Natural Area and into Hillsborough along the Town's Riverwalk. The trail then
30 heads eastward into Eno River State Park and toward Durham.
31

32 Because almost all of the MST located east of Hillsborough will be within Eno River State Park
33 and its master plan, the State and the Eno River Association have taken the lead to addressing
34 the trail from Hillsborough Riverwalk east to the Durham County line.
35

36 Orange County's responsibility is to connect the trail from Alamance County to Occoneechee
37 Mountain State Natural Area, and it is this area that has been the area of focus since 2018. As
38 shown in the current and prior Capital Investment Plans (CIP), the first area of emphasis was to
39 extend the trail west from the Hillsborough Riverwalk through Occoneechee Mountain and to the
40 Seven Mile Creek Natural Area. This would extend an existing section of the trail, and significant
41 progress has been made by the county, Town of Hillsborough, Eno River Association and State
42 Parks. This is addressed in the attached Project Summary of Recent Activities in the section
43 "Riverwalk to Seven Mile Creek Natural Area."
44

45 The second area of emphasis as per the adopted plan and the CIP was the subsection from NC
46 54 to Buckhorn Road, encompassing the Cane Creek Reservoir lands of OWASA. Working with
47 several willing and interested landowners, staff has secured sections of trail corridor as well as
48 a future trailhead on NC 54, and is finalizing trail easements with multiple property owners on
49 lands that abut the OWASA Cane Creek lands where the trail would run. Updates on the
50 progress in this area is provided in the attached summary document in the section titled "Cane

1 Creek Reservoir Area.” (Note: To protect landowner confidentiality, the summary document
2 does not reference specific properties.)
3

4 The third and final area of activity for the Orange County section of the MST would connect
5 Buckhorn Road near Cane Creek to the Seven Mile Creek Natural Area. It is expected that this
6 subsection of the trail may take many years to complete, as was noted in the adopted 2018
7 map, and the Friends of the Mountains to Sea Trail have been working on road route
8 connectors to serve hikers until the trail corridor is completed at some date in the future.
9

10 Staff continues to work with willing landowners, and is in regular contact with OWASA staff
11 regarding the progress in that area, and the potential for construction of a segment of the trail in
12 the Cane Creek area is being contemplated at this time.
13

14 As a long-term, multi-year project, staff plans to provide status reports to the Board on a regular
15 basis to update on the activity and progress toward the trail route.
16

17 David Stencil, Director of the Department of Environment, Agriculture, Parks, and
18 Recreation (DEAPR), reviewed the background information for the item. He and Christian Hirni,
19 Land Conservation Manager, made the following PowerPoint presentation:
20

21 Slide #1



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Slide #2



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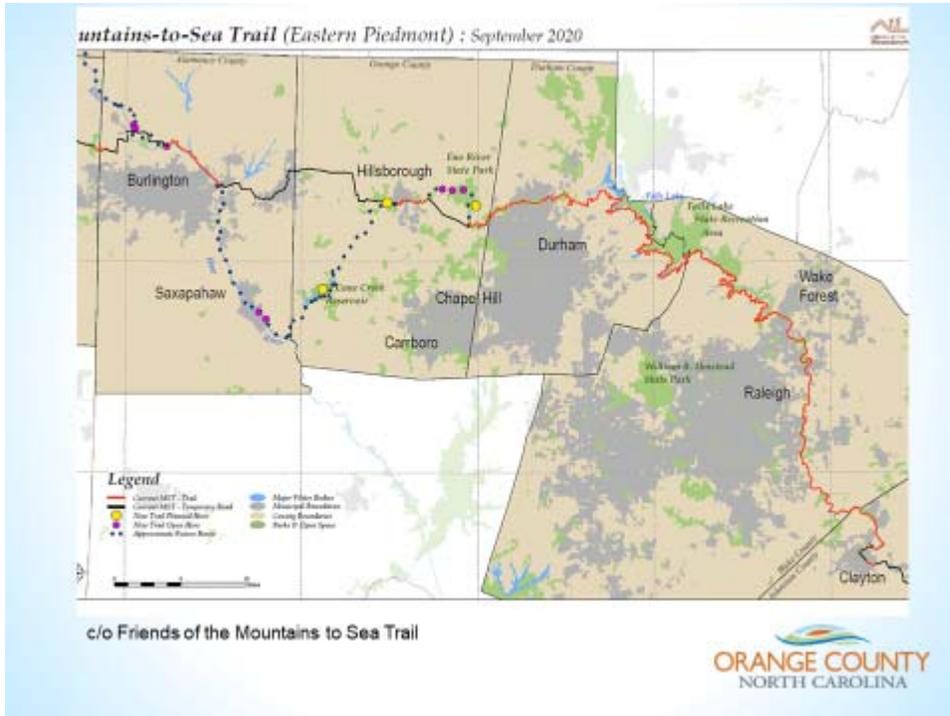
Slide #3



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David Stencil said the trail goes across the state. He resumed the PowerPoint presentation:

Slide #4



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1 David Stancil said the trail runs along the Haw River and into Saxapahaw, and getting
 2 through this area into Hillsborough has been the issue because the natural body of water is lost.
 3 He said the trail has to go overland, which is harder. He resumed the PowerPoint presentation:

4
 5 Slide #5

MST Planning 2004-15

- 2004-2006 – Regional meetings held around the state with stakeholders to do initial mapping of corridor
- 2014 – Statewide MST Master Plan begun (adopted summer 2015)
- November 2015 – Presentation to BOCC of MST Master Plan by State Parks

ORANGE COUNTY
NORTH CAROLINA

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 7
 8 David Stancil said planning for the trail has gone on since late 90s. He resumed the
 9 PowerPoint presentation:

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 11 Slide #6

Trail Planning in Orange 2016-17

- January 2016 – Staff directed to implement community meetings and trail planning
- Community Meetings – April and September 2016, March 2017
- Facilitator meetings with neighborhoods and small groups (spring/summer 2016)
- Report to Board of Commissioners September 2017

ORANGE COUNTY
NORTH CAROLINA

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 13
 14 David Stancil said since sections from Hillsborough to the east are part of the Eno River
 15 master plan, Orange County was asked to focus efforts on the connection to Saxapahaw. He
 16 resumed the PowerPoint presentation:

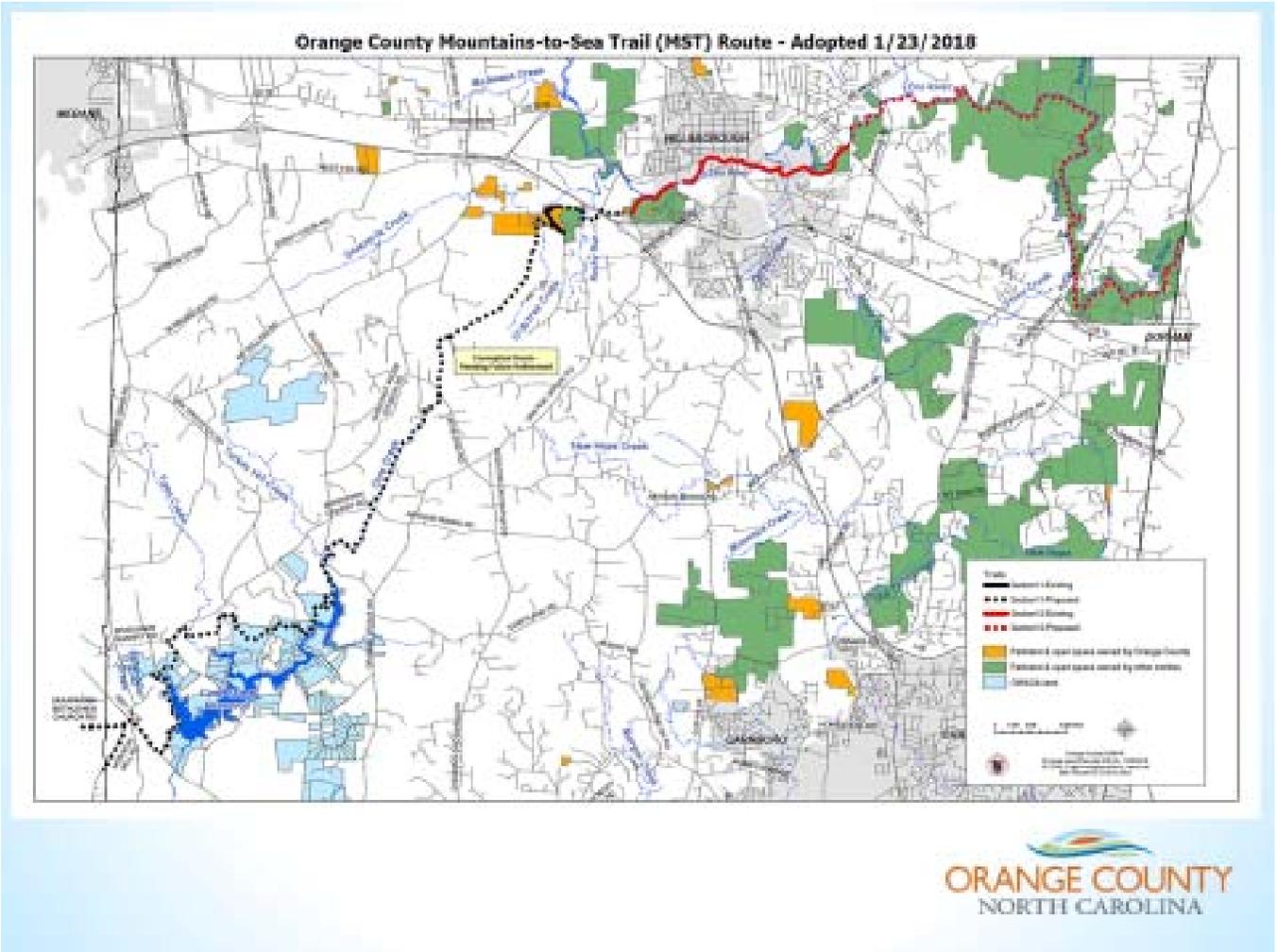
17
 18 Slide #7

Trail Planning in Orange 2016-17

- September, 2017 – Staff directed to begin work on initial stretch from Hillsborough to Seven Mile Creek Natural Area, follow-up with other expressed interested parties
- December, 2017 – Petition to Board asking staff to work with expressed willing landowners at Cane Creek, and adopt the MST trail route
- January, 2018 - Adoption of MST Route map by Board

ORANGE COUNTY
NORTH CAROLINA

1 Slide #8



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Slide #9

Orange County's Segment

- Occonechee Mountain Trails
- Southwest to Seven Mile Creek Preserve
- Cross-country to Cane Creek and Cane Creek Reservoir lands
- NC 54 toward Alamance / Saxapahaw**
- Would Occur in Three Phases



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David Stencil said parts of the trail may take many years to complete. He resumed the PowerPoint presentation:

1 Slide #10

County MST Acquisition Focus

- All trail easements/acquisitions are voluntary
- Focus on route adopted December 2018
- Focus on Hillsborough to Alamance segment
- 1st Priority - connection from Riverwalk to State Parks and County natural area
- Connection with OWASA lands to Alamance County / Saxapahaw



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Slide #11

Acquisitions - Fee Simple / Easement

- Work with landowners to find best fit for them
- Landowner confidentiality protected until negotiations complete / consideration for action
- Requires review and due diligence by County (legal review, survey, appraisal, title search, etc.)



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Slide #12

Trail Segment Progress 2018-21

- January-March 2018 - Letters sent to ~400 landowners within 1000 feet of adopted route
- May 2018 – MOU with Friends of the MST
- October 2018 - Grand opening of Seven Mile Creek Natural Area, containing section of MST
- Fall-Winter 2018-19 - Follow-up with landowners for proposed easements and acquisitions



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Slide #17



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1 Slide #18

2021- Actions Imminent

- Cane Creek Reservoir- Two Trail Easement donations and one purchase will close the gap!
- Seven Mile Creek- Trail easement within conservation easement, connection to east!
- New trail/conservation easement may complete connection to Occonechee Mountain!
- Letter to OWASA re potential trail section?



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Slide #19



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Slide #20



c/o FMST



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10 Kate Dixon, Executive Director of the Friends of the Mountains to Sea Trail (MST), said
 11 14 miles of trails will be built in the near future: half in Eno River State Park, but a quarter will
 12 be in the Hillsborough Area and another quarter in Cane Creek. She said she usually meets
 13 with Chris Hirni every two months to go over where things are and share information. She said
 14 one way they can be helpful is making connections with residents and neighbors in the county
 15 who are really into and interested in the trails, and because of these networks, they have been
 16 able to find people willing to donate land for the trails. She said friends of the MST are the main
 17 source of information about how to hike the trail. She said most people use the trails that are
 18 actual trails, but there are also roads for thru hikers. She said the Friends of the MST keep all

1 of this information current. She said the group has 700-1000 volunteers who build and maintain
2 trails across the state. She said these people are highly experienced, and one of the very best
3 lives in Orange County: Bill Boyarsky. She said one last thing to share is about fundraising.
4 She said the Friends of the MST are about to hold a fundraiser at Pluck Farm down at the Cane
5 Creek Reservoir on October 8. She said they will be raising money to help build the trail and
6 there is a lot of excitement about it. She said volunteers came up with event name: Blaze
7 Orange.

8 Chair Price thanked everyone for the update.

9 Commissioner Fowler said it is nice to see the progress being made, and she
10 appreciates the idea to receive ongoing updates.

11 Chair Price said she and Commissioner Bedford have a regular meeting coming up with
12 OWASA. She asked if David Stancil is looking for an answer from the BOCC about OWASA.

13 David Stancil asked if the Board would consider sanctioning the DEAPR to send a letter
14 to OWASA with an update. He said some logistical work is needed, like public safety,
15 emergency access, things of that nature, but would like OWASA's concurrence on finalizing that
16 route and moving forward to construction early next year.

17 Commissioner Bedford said it will be great to have more frequent updates, and
18 appreciated the history of the trail since she is one of the relatively newer commissioners. She
19 said it seems time is more of an issue than money in terms of doing the work in phases.

20 David Stancil said there are still a lot of due diligence pieces that still need to be done,
21 even with donations. He said trail construction is the easy part. He said sometimes privacy
22 fences or transportation solutions are necessary. He said a lot of the process takes place
23 behind the scenes through many conversations that are not visible.

24 Commissioner Bedford said she remembers in 2017 and 2018 when some homeowners
25 came forward after the map was issued.

26 David Stancil said there were 3 landowners at Cane Creek and a couple of landowners
27 between Occoneechee Mountain and Seven Mile Creek.

28 Commissioner Bedford referred to phase 3, and asked what happens if there is no land
29 available to connect the trail.

30 David Stancil said the question comes up a lot and he likes to analogize it with Eno River
31 State Park. He said this park started in the 1970s, and staff is still not seeing pieces of that
32 happen. He said he is not saying it will take 40 years to complete the MST, but some parts,
33 especially where the trail has to go over land through private properties, will require some road
34 route connecting sides for a number of years. He said he hopes that over time people will
35 realize the MTS trail is safe and will become more comfortable with the idea of it, so alternate
36 routes can get constructed.

37 Commissioner Bedford asked him to work with Economic Development office because
38 there is a lot of development upcoming in Buckhorn area and there could be some greenway
39 built along a commercial development. She asked how Orange County connects with
40 Alamance for the purposes of the trail.

41 David Stancil said DEAPR has been in touch with Alamance Parks, which is handling
42 working with the Friends of the MST for the Alamance section. He said the trail will likely exit
43 Orange County off of Morrow Mill Road into Alamance.

44 Commissioner Greene said she is happy to see the progress happening and appreciates
45 what David Stancil said about flexibility and the need to keep holding on and persisting with the
46 project, knowing there might have to be some alternatives before the ideal is reached. She also
47 thanked the Friends of the MST for their work.

48 Chair Price asked if there is any objection with staff proceeding with letter to OWASA.

49 The Board agreed by consensus, and gave staff the go ahead.

50 Commissioner Bedford referred to the Capital Investment Plan, and asked if the purpose
51 of the \$181,000 of funding could be identified.

1 David Stencil said most is grant funding, and not county dollars. He said most is for the
2 phase two Cane Creek Reservoir land acquisition segment. He said the construction amount in
3 this case is more likely to be bridges, privacy fences, etc., and will not be for building trail.

4 Commissioner Bedford also said since the trail will have to cross Interstate-40, staff
5 should coordinate with Craig Benedict, Planning Director, and transit planners in Chapel Hill.

6 David Stencil said one of the members of the MST Staff Working Group is from the
7 Planning Department so there have been discussions on different ways to cross Interstate 40
8 and 85, and the most viable has been identified.

9 Chair Price thanked all involved, and is excited to see the progress being made.

10 8. Consent Agenda

- 11 • Removal of Any Items from Consent Agenda
- 12 None
- 13 • Approval of Remaining Consent Agenda
- 14
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18 A motion was made by Commissioner Greene, seconded by Commissioner McKee, to
19 approve the consent agenda.

20 **Roll call ensued.**

21 **VOTE: UNANMIOUS**

22 a. Minutes

23 None

24 b. North Carolina Governor's Highway Safety Program: Orange County Sheriff's Office 25 Traffic Safety Project and Approval of Budget Amendment #1-A

26 The Board adopted a resolution, which is incorporated by reference, recognizing federal
27 funding for traffic safety projects to the Sheriff's Office; approved Budget Amendment #1-A; and
28 authorized the Chair to sign the resolution.

29 c. Approval of Resolution Amending the Orange County FY 2021-2022 HOME Program 30 Design

31 The Board authorized the Chair to sign a resolution amending a Board resolution adopted
32 May 4, 2021, which authorized the Orange County FY 2021-2022 HOME Program Design.

33 d. Request for Road Additions to the State Maintained Secondary Road System for Farm 34 Gate Drive, Fox Hill Farm Drive, Still Meadow Lane, and Cedar Stone Way in the Fox 35 Hill Farm Central Subdivision

36 The Board made a recommendation to the North Carolina Department of Transportation
37 (NCDOT), and the North Carolina Board of Transportation (NC BOT), concerning a petition to
38 add Farm Gate Drive, Fox Hill Farm Drive, Still Meadow Lane, and Cedar Stone Way in the Fox
39 Hill Farm Central Subdivision to the State Maintained Secondary Road System.

40 e. Easements for Valley Forge Road Construction with Town of Hillsborough

41 The Board approved a temporary construction easement and two drainage utility easements
42 at 401 Valley Forge Road, Hillsborough, NC to the Town of Hillsborough in order to facilitate the
43 installation and maintenance of drainage improvements adjacent to the Valley Forge Road right
44 of way.

45 9. County Manager's Report

1 Bonnie Hammersley reminded the Board that September 23 is the joint meeting with
2 school boards. She said the agenda comes from the finance department and she anticipates it
3 being available by Thursday.
4

5 **10. County Attorney's Report**

6 None
7

8 **11. *Appointments**

9 None
10

11 **12. Information Items**

- 12
- 13 • September 2, 2021 BOCC Meeting Follow-up Actions List
 - 14 • Memo Regarding Administrative Updates to the Eno River Voluntary Water Management
15 Operations Plan (WMOP)
16

17 **13. Closed Session**

18 None
19

20 **14. Adjournment**

21
22 A motion was made by Commissioner McKee, seconded by Commissioner Bedford, to
23 adjourn the meeting at 10:28 p.m.
24

25 **Roll call ensued**

26
27 **VOTE: UNANMIOUS**
28
29

30 Renee Price, Chair
31
32

33 Tara May
34 Deputy Clerk to the Board
35

36 Submitted for approval by Laura Jensen, Clerk to the Board.
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ORD-2021-024

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2021

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

SUBJECT: Fiscal Year 2021-22 Budget Amendment #2

DEPARTMENT: Finance and Administrative Services

ATTACHMENT(S):

- Attachment 1. Year-to-Date Budget Summary
- Attachment 2. White Cross Fire Department Fund Balance Letter of Request

INFORMATION CONTACT:

Rebecca Crawford, (919) 245-2152
Gary Donaldson, (919) 245-2453

PURPOSE: To approve budget, grant, and capital project ordinance amendments for fiscal year 2021-22.

BACKGROUND:

Note: The term "Deferred Revenues" used in several of the items listed below are also known as unearned revenue or prepayments, and refers to revenue received in FY 2020-21 in advance of FY 2021-22. Deferred revenue is reserved and accounted for on the County's balance sheet as a liability to avoid expenditure in FY 2020-21. At the start of FY 2021-22, the deferred revenue is then recognized on the income statement as revenue.

White Cross Fire Department

1. The White Cross Fire Department has requested a portion (\$15,000) of the district's available, unassigned fund balance to purchase a replacement for a 20+ year old Commercial Washer/Dryer system that is inoperable and beyond repair and also to replace two sets of turnout gear that are now obsolete. With this appropriation, approximately \$40,952 remains in the district's unassigned fund balance or 6.5% of budgeted expenditures. This budget amendment provides for the appropriation of \$15,000 from the district's fund balance for the above stated purpose. (*See Attachment 2.*)

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

- **GOAL: CREATE A SAFE COMMUNITY**

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

Health Department

2. The Orange County Health Department has received the following additional funds:

- **COVID-19 CARES Grant** – At its September 1, 2020 Virtual Business Meeting, the Board of County Commissioners approved the funding of \$54,514 in CARES grant funds for temporary part-time nurse and Certified Medical Assistants in support of the COVID-19 pandemic response. As of June 30, 2021 only \$44,764 had been spent, leaving \$9,750 to be spent. This budget amendment allows for the appropriation of the remaining grant portion, \$7,855, to cover cost of a temporary part-time nurse to perform surveillance, case follow-up and epidemiologic linkage among cases and clusters in Orange County. The grant period runs through April 22, 2022. This amendment provides for the appropriation of these funds for the above stated purposes. Funding will also reimburse personnel expenses by \$1,895, and decreases the fund balance appropriation in the General Fund by that amount for the reimbursement of personnel funds the department will realize.
- **Enhancing Detection Activities Grant** – \$716,623 in federal pass through grant funds to support the COVID-19 pandemic response. Funding will be used to support temporary part-time staff to perform surveillance, case follow-up and epidemiologic linkage among cases and clusters in Orange County, as well as rental vans for mobile vaccine clinics and other vaccine and tracing supporting activities. The grant service period is June 1, 2021 to May 31, 2022. This amendment provides for the appropriation of \$166,732 of these funds. \$549,891 will reimburse personnel expenses and decreases the fund balance appropriation in the General Fund by that amount for the reimbursement of personnel funds the department will realize.
- **Regional Prevention Support Teams** – \$193,842 in additional funding from a federal pass-through grant to support the COVID-19 pandemic response with Orange County as the fiscal agent. The grant service period is June 1, 2021 through May 31, 2022. \$186,342 of the funding will be used to support additional temporary staff to provide infection control education in congregate living facilities across Orange, Alamance, Caswell, Chatham, Durham, Guilford, Person, Randolph, and Rockingham counties, now to include family care and behavioral care facilities. \$7,500 of the funds will be used for operating costs to support these positions. This amendment provides for the appropriation of these funds.
- **Medicaid Cost Settlement** – Receipt of \$1,422,105 in Maximization funds from the North Carolina Department of Health and Human Services, Division of Health Benefits, related to the final 2020 Medicaid Cost Settlement report. Local Health Departments submit an annual Medicaid Cost Settlement report to North Carolina Department of Health and Human Services to reconcile the state portion of the amount of Medicaid reimbursement owed to each Health Department for the cost of providing medical and dental services to Medicaid recipients. Medicaid Cost Settlement payments, as one time payments, are budgeted toward capital improvements like renovations of parts of Health Department facilities that serve Medicaid eligible patients. \$14,000 of these funds will be appropriated in the General Fund for the purpose of stocking the Mobile Dental Clinic. This will allow the Health Department to purchase needed supplies to begin offering patients care in the Chapel Hill area. \$372,732 was included in the Fiscal Year 2021-2022 Approved

Budget in anticipation of this allocation. The remainder of these funds, \$1,035,373, will be appropriated to the Medicaid Maximization account in the Capital Fund, outside the General Fund, for the purpose of future renovations of facilities that support Medicaid eligible patients. This amends the following Medicaid Maximization Capital Project Ordinance:

Medicaid Maximization Capital Project (\$1,035,373) - Project #30012

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Medicaid Maximization Funds	\$11,807,528	\$1,035,373	\$12,842,901
Total Project Funding	\$11,807,528	\$1,035,373	\$12,842,901

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Medicaid Maximization Project	\$11,807,528	\$1,035,373	\$12,842,901
Total Costs	\$11,807,528	\$1,035,373	\$12,842,901

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.

Human Rights & Relations

3. The Human Rights & Relations Department has received \$17,600 in additional Housing and Urban Development (HUD) funds to be used for related training. This budget amendment provides for the receipt and appropriation of these additional funds and amends the following Human Rights and Relations HUD Grant Project Ordinance:

Human Rights and Relations HUD Grant (\$17,600) - Project # 71300

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
HUD Funds	\$436,786	\$17,600	\$454,386
From General Fund	\$272,063	\$0	\$272,063
Total Project Funding	\$708,849	\$17,600	\$726,449

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Human Rights & Relations HUD Grant	\$708,849	\$17,600	\$726,449
Total Costs	\$708,849	\$17,600	\$726,449

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.

Sheriff's Office

4. The Sheriff's Office has the following budgetary change:
- **Governor's Crime Commission Grant** – After the County's FY 2021-22 Budget was approved, the Sheriff's Office received official notification that the Governor's Crime Commission approved a grant to purchase equipment for members of the Special Response Team (SRT). The SRT is deployed during high risk vehicle stops involving controlled substances, barricaded subjects, hostage situations, times of civil unrest, active shooter incidents, and in any other encounter that might involve high risk to the individuals involved. The Governor's Crime Commission approved grant funds in the amount of \$24,000 to fund the purchase of new interior ballistic panels and ballistic panels with exterior carriers.

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.

Housing and Community Development

5. The Housing and Community Development Department has received the following:
- **American Rescue Plan HOME Grant** – As part of the American Rescue Plan, the HOME Program was awarded funding ("HOME-ARP") to help with housing and homelessness issues arising from the COVID-19 pandemic. The Orange County HOME Consortium was awarded \$1,371,401 in HOME-ARP funds. Funding decisions for HOME-ARP will be made by the Local Government Affordable Housing Collaborative. These funds will be authorized by the HOME-ARP grant ordinance in the Community Development Fund, outside the General Fund.

HOME-ARP (\$1,371,401) - Project # 96041

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
HOME-ARP Funds	\$0	\$1,371,401	\$1,371,401
Total Project Funding	\$0	\$1,371,401	\$1,371,401

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
HOME-ARP Grant Expenses	\$0	\$1,371,401	\$1,371,401
Total Costs	\$0	\$1,371,401	\$1,371,401

- **NCDHHS CARES Grant** – Orange County was awarded an additional \$96,133 in CARES Act funding from the N.C. Department of Health & Human Services

(NCDHHS). \$58,133 of this funding is to be used for homelessness prevention via the Emergency Housing Assistance (EHA) program and \$38,000 to reimburse Orange County for hoteling for people who experienced homelessness in November and December 2020 in advance of cold weather cots opening last winter in January 2021. These funds will amend the NCDHHS CARES Grant ordinance in the Community Development Fund, outside the General Fund.

NCDHHS CARES Grant (\$96,133) - Project # 95051

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
NCDHHS Grant Funds	\$273,000	\$96,133	\$369,133
Total Project Funding	\$273,000	\$96,133	\$369,133

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
NCDHHS CARES Grant Expenses	\$273,000	\$96,133	\$369,133
Total Costs	\$273,000	\$96,133	\$369,133

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.

Department of Social Services

6. The Department of Social Services has the following budgetary change:

- **Child Welfare CARES** – The department has received a one-time award of \$7,318 in Child Welfare CARES funds from NCDHHS to support prevention, preparation and response to children and families impacted by the child welfare system.
- **LINKS Supplement** – The department has received a one-time increase of \$65,904 in the State LINKS (Independent Living Services for Foster Children) allocation from the Consolidated Care Act. The Department will provide one-time unrestricted payments to eligible young adults.
- **Cardinal Innovations** - The department has received notification from Cardinal Innovations of funds totaling \$104,670 for a broad set of services designed to support children in custody of the County. This sub-capitated payment arrangement includes Cardinal Innovations paying Social Services a per-member, per-month rate for each child in the custody of the County for whom Cardinal received Foster Children capitation payments from the North Carolina Department of Health and Human Services during the previous month. This amount is for April through July

2021. This amendment authorizes these expenditures in the DSS Client Fund, outside of the General Fund.

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.

Visitors Bureau

7. At its December 15, 2020 meeting, the Board of County Commissioners approved a total project budget of \$408,083 for professional services, construction, contingency allowances, and miscellaneous costs for the renovation of a former restaurant at 308 West Franklin Street in Chapel Hill, to create offices, meeting rooms, and support services for the Orange County Visitors Bureau. At the May 4, 2021 meeting, that amount was amended to \$488,943 to perform mold remediation efforts. As of June 30, 2021, \$416,183 has been spent or encumbered towards this project. The remaining \$72,760 will be appropriated from the Visitors Bureau's fund balance to complete the project in FY 2021-22. After this appropriation, the Fund will have an estimated fund balance of \$277,443 or 19% of the FY 2021-22 expenditure budget.

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

Non-Departmental - Coronavirus Relief Funding (CRF) - Round 2

8. In FY 2020-21, Orange County received its Round 2 State-wide per capita share of the Coronavirus Relief Funding (CRF) in the amount of \$2,881,614. As of June 30, 2021, the County has spent or allocated to the municipalities a total of \$2,684,925. This budget amendment provides for the receipt of the \$196,689 in deferred revenue for use of the remaining funds in FY 2021-22.

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.

Board of County Commissioners

9. The Clerk to the Board of Commissioners has the following budgetary change:

- BOCC Chair Renee Price will be required to travel while representing Orange County in FY 2021-22, and the Clerk requests that \$2,501 be transferred from the Board of County Commissioners Contingency in order to pay for this travel.

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

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

FINANCIAL IMPACT: Financial impacts are included in the background information above. This budget amendment provides for the receipt of these additional funds in FY 2021-22 and increases the General Fund by \$676,340, increases the Grants Fund by \$17,600, increases the Fire Districts Fund by \$15,000; increases the Community Development Fund by \$1,467,534, increases the Visitors Bureau Fund by \$72,760, increases the County Capital Fund by \$1,035,373, and increases the DSS Client Enhancement Fund by \$104,670.

RECOMMENDATION(S): The Manager recommends the Board approve the budget, grant, and capital project ordinance amendments for Fiscal Year 2021-22.

Year-To-Date Budget Summary*Fiscal Year 2021-22*

Fund Budget Summary	General Fund	Grants Fund	Fire Districts Fund	Community Development Fund	Visitors Bureau Fund	County Capital	DSS Client Enhancement Fund
Original Budget	\$240,762,361	\$552,076	\$7,242,735	\$948,056	\$1,432,667	\$0	\$0
Additional Revenue Received Through Budget Amendment #2 (October 19, 2021)							
Grant Funds	\$1,908,809	\$116,293		\$1,783,076	\$13,119	\$1,072,716	\$388,404
Non Grant Funds	\$567,921						
Fund Balance for Anticipated Appropriations (i.e. Encumbrances)							
Fund Balance Appropriated to Cover Anticipated and Unanticipated Expenditures	(\$551,786)		\$31,750		\$72,760		
Total Amended Budget	\$242,687,305	\$668,369	\$7,274,485	\$2,731,132	\$1,518,546	\$1,072,716	\$388,404
Dollar Change in 2021-22 Approved Budget	\$1,924,944	\$116,293	\$31,750	\$1,783,076	\$85,879	\$1,072,716	\$388,404
% Change in 2021-22 Approved Budget	0.80%	21.06%	0.44%	188.08%	5.99%	0.00%	0.00%

Authorized Full Time Equivalent Positions

Original Approved Full Time Equivalent Positions (includes Permanent and Time Limited)	947.980	5.000	0.000	11.500	7.000	0.000	0.000
Changes to Full Time Equivalent Positions	3.125						
Total Approved Full-Time-Equivalent Positions for Fiscal Year 2021-22	951.105	5.000	0.000	11.500	7.000	0.000	0.000

Attachment 2

**WHITE CROSS VOLUNTEER FIRE DEPARTMENT**

Phone: 919-942-1194
Fax: 919-942-9733
E-mail: Operations@whitecrossfire.com
White Cross Fire Department
5722 Old Greensboro Hwy
Chapel Hill, NC 27516

Dear Ms, Crawford

This letter is to request the sum of fifteen thousand dollars (\$15,000.0) from the White Cross Fire Department unappropriated balance. These funds will be used to replace our Commercial Washer/Dryer system that is +20 years old and currently inoperable and beyond repair. We also plan to use these funds to replace 2 sets of turnout gear that have been obsoleted.

This request is in continued support of the mission scope outlined in the Fire Protection And Emergency Services Agreement with Orange County.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Blake". The signature is fluid and cursive, with a large initial "T" and "B".

Tony Blake
President, White Cross Fire Department

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2021

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

SUBJECT: Approval of Financing Arrangements for Orange Rural Fire Department to Construct a New Fire/EMS Station

DEPARTMENT: Finance and Administrative Services

ATTACHMENT(S):

- Attachment 1. September 20, 2021 Public Hearing Notice
- Attachment 2. Minutes from September 20, 2021 Public Hearing
- Attachment 3. Fire Department President Letter
- Attachment 4. Fire Service Agreement
- Attachment 5. Certificate of Approval

INFORMATION CONTACT:

Gary Donaldson, 919-245-2453
Rebecca Crawford, 919-245-2152

PURPOSE: To approve Orange Rural Fire Department (ORFD) entering into a financing arrangement for the construction of the fire portion of a joint fire/EMS station in the Waterstone community of Hillsborough and authorize the BOCC Chair to sign the appropriate documents related to the financing arrangements.

BACKGROUND: ORFD intends to contribute to the funding of a new, joint fire/EMS station with Orange County Emergency Services in the Waterstone Community at 350 College Park Road, Hillsborough, NC. A letter from the fire department's president outlining the department's intent to finance its portion is attached. The new station will support residents in the southern part of the central Orange fire district where some households are considered "uninsurable" due to the distance from current fire station locations. The new station will be approximately 13,000 square feet with the fire portion totaling 7,818 square feet. The fire portion of the station will house a full-time, 24-hour engine company, which consists of a fire engine and two to three full-time staff. ORFD will finance \$2,700,000 at a 2.73% fixed rate for 25 years, with \$1,300,000 as a down payment through Roxboro Savings Bank. Monthly payments will be \$12,428 and covered by the existing debt service line item in the district's budget. These new payments will not cause a tax increase for the district. Construction of the station will begin in FY 2021-22.

Funding for the EMS portion of the new Waterstone station and furnishings was approved as a part of the County's FY2021-26 Capital Investment Plan (CIP) for a total of \$3,450,000.

Volunteer fire departments are required to obtain Board of County Commissioner approval of such purchases only when they use tax-exempt debt financing to pay for purchase. Volunteer fire

departments are not mandated to obtain Board of County Commissioner approval when making purchases that do not require debt financing.

Section 147(f) of the Internal Revenue Code of 1986 outlines specific steps that must occur when a tax supported fire department enters into a financing arrangement. The department has completed the required steps to comply with Section 147.

- **Conduct a public hearing** – On September 20, 2021, ORFD held a public hearing regarding the financing of the station. ORFD advertised the hearing in the *News of Orange* (Attachment 1 of this abstract). Per the hearing notes (Attachment 2), no individuals signed up for comment or made comment when the floor was opened during the hearing.
- **Obtain approval of the “applicable elected representatives”** – In accordance with Section 147, the Board of County Commissioners must approve the Department’s plan to enter into the debt arrangement. This approval does not create liability on the part of Orange County nor does it make the County responsible for the repayment of any debt assumed by the fire department. The approval provides a mechanism for the Commissioners to acknowledge that, through this financing arrangement, the Fire Department is pledging use of the Fire Tax District’s tax dollars to repay the loan. In order to comply with this IRS requirement, the Chair of the Commissioners must sign the Fire Service Agreement and Certificate of Approval for the district (Attachments 4 and 5).

FINANCIAL IMPACT: ORFD plans to finance \$2,700,000 for the construction of a portion of a new fire/EMS station in Hillsborough. The department Board of Directors has agreed to a 25-year loan at the fixed rate of 2.73% APR with Roxboro Savings Bank. The department does not anticipate the debt service payments will cause an increase in the current district tax rate.

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: No Orange County Environmental Responsibility Goal impact associated with this item.

RECOMMENDATION(S): The Manager recommends the Board:

1. Approve Orange Rural Fire Department enteingr into a financing arrangement to contribute to the construction of a joint fire/EMS station; and
2. Authorize the BOCC Chair to sign the appropriate documents related to the financing arrangement.

ORDER CONFIRMATION

Salesperson: Not Applicable

Printed at 09/27/21 14:25 by mdavi-wp

Acct #: 17823

Ad #: 30884

Status: New

ORANGE RURAL FIRE DEPARTMENT
206S CHURTON STREET
HILLSBOROUGH NC 27278

Start: 09/01/2021 Stop: 09/08/2021
Times Ord: 2 Times Run: ***
STD 2.00 X 1.34 Words: 73
Total STD 2.68
Class: 650 Legal Notices
Rate: LEG Cost: 46.63 ←
Affidavits: 1

Contact:

Phone: (919) 732-7911

Fax#:

Email:

Agency:

Ad Descrpt: PUBLIC NOTICE IS HEREBY G

Given by: *

P.O. #:

Created: hwill 08/27/21 13:37

Last Changed: hwill 08/27/21 13:46

COMMENTS:

Public Notice-New F.D.

PUB	ZONE	EDT	TP	START	INS	STOP	SMTWTF
NOC	A	99	W	Wed 09/01/21	2	Wed 09/08/21	W

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Pamela Robinette
Name (print or type)

Pamela Robinette
Name (signature)

PUBLIC NOTICE

is hereby given that the Orange Rural Fire Department NO. 1, INC. will meet at the fire department located at 206 S. Churton St., Hillsborough, N.C. 27278 at 7:00 pm in a public hearing to discuss financing a new fire station. All persons interested and living in the central Orange fire district may appear at said place and time. By the order of the Orange Rural Fire Department NO. 1, INC.

← Ran 9/1 and 9/8

Orange Rural Fire Department
Public Hearing
9/20/2021

Attending: Jeff Cabe, Steve Summey, Jonathan Capps, David Shaw

Meeting call to order at 7:00pm by Steve Summey

Discussion: The Orange Rural Fire Department wishes to pursue funding for the construction of a new fire station at 350 College Park Rd. Hillsborough, NC.

No citizens of the central orange fire district were present.

Meeting adjourned at 7:15pm

**Orange Rural Fire Department****PO Box 1511
Hillsborough, NC 27278**

September 27, 2021

Orange County Finance
Atten: Rebecca Crawford
PO Box 8181
Hillsborough, NC 27278

Dear Rebecca:

The Orange Rural Fire department would like to request approval from the Board of County Commissioners for funding the construction of a new proposed fire/EMS station that will be located in the Waterstone community, specifically at 350 College Park Rd. Hillsborough, NC.

This station is needed to support citizens in the southern part of the Central Orange fire district, where some are currently considered "uninsurable" due to distance from our current locations. The station is currently proposed to be a fire/EMS station, awaiting approval from the county. The fire station is approximately 13,000 sq. ft; with the fire station being 7,818 square feet. The amount that we are proposing represents the fire station side only. If approved, the station will house a full-time, 24-hour engine company, consisting of a fire engine and two to three full-time staff.

We have applied for funding from three different banks and have found that Roxboro Savings Bank has offered the Orange Rural Fire Department the best suited finance option. The Orange Rural Fire Department proposes to finance \$2,700,000.00. The financing options are 2.73 percent fixed rate for 25 years. Making our payment \$12,428.00/month. We chose to put down \$1.3 million. The bank loan rate is \$500.00 and there is no penalty for early payoff.

In our current year budget, we have a debt service line item, that covers the payments for this loan with no new tax increase.

Sincerely,

Steve Summey, President

Fire Service Agreement

This agreement , dated this _____day of October, 20_____, by and between Orange Rural Fire Department, Inc., a body corporate organized under the Laws of the State of North Carolina, the ("Fire Department"), and Orange County, a body politic, the ("Political Subdivision").

WHEREAS, Fire Department is a not for profit organization duly authorized for the purpose of providing firefighting services in an area within the jurisdiction of the Political Subdivision; and,

WHEREAS, the Orange Rural Fire District is a designated fire district with prescribed boundaries pursuant to NCGS § 153A-233; and,

WHEREAS, the parties wish to enter into an agreement setting forth the area and duties of the Fire Department.

NOW THEREFORE , the Fire Department and Political Subdivision do hereby agree as follow:

1. Political Subdivision recognizes that Fire Department provides firefighting services to the hereafter generally described area or areas: primary firefighting responsibilities (area of responsibility) is Orange Rural Fire District.
2. Political Subdivision shall not be liable or responsible for the conduct and activities of Fire Department.

IN WITNESS WHEREOF, the parties have had this agreement executed by duly authorized representatives thereof.

Orange Rural Fire Department

By _____

Name _____

Title _____

Orange County

By _____

Name _____

Title _____



ORANGE COUNTY
NORTH CAROLINA
FINANCE AND ADMINISTRATIVE SERVICES

405 Meadowlands Drive
Post Office Box 8181
Hillsborough, North Carolina 27278

Phone (919) 245-2151
Fax (919) 644-3324

Certificate of Approval

Section 147(f) Approval and Written Agreement

The undersigned Official of Orange County, NC (hereinafter referred to as "County") pursuant to section 147(f) of the Internal Revenue Code of 1986, as amended (the "code"), hereby approves the entering into by Orange Rural Fire Department of an Agreement in an aggregate principal amount not to exceed \$2,700,000.00 to finance a new fire/EMS station located in the Waterstone community at 350 College Park Road, Hillsborough, NC. This approval does not in any way constitute any financial involvement or obligation of the County.

Furthermore, this document acknowledges that for consideration, the receipt and sufficiency of which are hereby acknowledged, the Orange Rural Fire Department has provided firefighting and other services for the County for many years and Orange Rural Fire Department hereby agrees to meet the requirement to continue to provide firefighting and other services for the County.

Dated as of _____ - _____

Orange Rural Fire Department

Orange County, NC

Steve Summey, President

Signature of authorized representative

Name and Title

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2021

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

SUBJECT: Development Agreement between Orange County and Orange Rural Fire Department for a New Fire/EMS Station

DEPARTMENT: Emergency Services, and
Asset Management Services

ATTACHMENT(S):
Development Agreement

INFORMATION CONTACT:
Kirby Saunders, 919.245.6123
Steven Arndt, 919.245.2658
Angel Barnes, 919.245.2628

PURPOSE: To:

- 1) Approve a Development Agreement between Orange Rural Fire Department (ORFD) and Orange County; and
- 2) Authorize the County Manager to execute the Agreement upon final review by the County Attorney.

BACKGROUND: Over the past five years, Orange Rural Fire Department (ORFD) and Orange County Emergency Services (OCES) have worked together to perform studies within the County to determine which locations currently need or will need additional services due to the growing population and demand. The studies show there is a need for a Fire Station and Emergency Medical Services (EMS) station within the central part of Orange County.

ORFD and OCES worked together to develop an agreement that would allow ORFD and OCES to building a new Fire Station and EMS Station at 350 College Park Road, Hillsborough. This new station will be approximately 13,000 square feet to house both the Fire station and EMS station. The new station will support residents within central Orange County.

The Board approved funding in FY2017-18, FY2019-20 and FY2021-22 for a total appropriated amount of \$3,450,000 to fund the Orange County Emergency Services portion of this project.

FINANCIAL IMPACT: There is no financial impact as the Board has previously appropriated \$3,450,000 in overall budget funds within the Capital Investment Plan ("CIP"). This funding will accommodate the design, construction and furnishing phases of this project.

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 Responsibility Goal impact is applicable to this item:

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

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

RECOMMENDATION(S): The Manager recommends that the Board

- 1) Approve a Development Agreement between Orange Rural Fire Department (ORFD) and Orange County; and
- 2) Authorize the County Manager to execute the Agreement upon final review by the County Attorney.

**STATE OF NORTH CAROLINA
COUNTY OF ORANGE**

**DEVELOPMENT AGREEMENT REGARDING WATERSTONE – ORANGE RURAL
FIRE DEPARTMENT/EMERGENCY SERVICES CO-LOCATION PROPERTY**

BY AND BETWEEN

**THE ORANGE RURAL FIRE DEPARTMENT, NORTH CAROLINA
AND**

THE COUNTY OF ORANGE, NORTH CAROLINA

THIS DEVELOPMENT AGREEMENT (the "*Agreement*"), made and entered into this ____ day of _____, 2021, by and between the **ORANGE RURAL FIRE DEPARTMENT No.1 INC.**, a municipal corporation of the State of North Carolina, located at 206 South Churton Street, Hillsborough, North Carolina 27278, hereafter referred to as the "*ORFD*," and **THE COUNTY OF ORANGE**, a political subdivision of the State of North Carolina, located at 300 West Tryon Street, Hillsborough, North Carolina, 27278, ("*County*"), through the Orange County Emergency Services Department ("*OCES*"). Collectively, ORFD and the County may be referred to as "the *Parties*."

WITNESSETH:

WHEREAS, the County and ORFD desire to undertake the development of a shared facility in the Waterstone Development in Hillsborough, North Carolina to co-locate a fire station and emergency medical services operated by ORFD and the County; and

WHEREAS, ORFD owns approximately 2+/- acre parcel of land in Hillsborough, North Carolina, located at 350 College Park Drive and further identified by Orange County parcel identification Number 9873-24-1850 ("*Property*"), and more particularly described in Exhibit A, which ORFD acquired from the Town of Hillsborough ("*Town*") in May 2017; and

WHEREAS, ORFD has conducted a facilities needs studies and determined ORFD's current and future needs for facilities to house ORFD operations; and

WHEREAS, ORFD and the County have each determined that they may each derive benefits for the residents of Hillsborough and the County if they can cooperatively plan and develop a joint use facility (the "*Facility*") to house Orange Rural Fire Department and Orange County Emergency Medical Service Station, and any associated parking for the Facility collectively, referred to as "*Facility*" or "*Facilities*"; and

WHEREAS, the County and ORFD desire to establish terms pursuant to which they will cooperate with the planning, financing, and development of the Property for a joint use Facility;

and

WHEREAS, the Property is appropriately zoned for the use proposed for the project, except that, before the County and ORFD can construct and operate the Facility at the Site, certain zoning text amendments, administrative modifications, and/or binding interpretations must be made pursuant to the Town's Land Use Ordinance so that all local government permits for the project can be issued; and

WHEREAS, ORFD is authorized to enter into this contract pursuant to, *inter alia*, the North Carolina General Statutes ("*N.C.G.S.*") §69.25.6 and the County is authorized to enter into this contract pursuant to, *inter alia*, North Carolina General Statutes §153A-11, *et seq.*, and the Parties have each determined that it is in the best interests of the residents to do so; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ORFD and the County intending to be legally bound do hereby agree as follows:

ARTICLE I

Definitions

A. "Agreement" shall have the meaning set forth in the preamble.

"County" means Orange County, North Carolina.

"Common Area" means portions of the Facilities constructed on the Property (but not the land itself) that are necessary for the Parties to function as occupants of the space. Common areas include but are not limited to stairwells, emergency egress areas, building lobbies, restroom facilities, and equipment rooms housing electric, mechanical and other building systems.

"Condominium" means the designation of portions of the Property for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions, consistent with Chapter 47C on the North Carolina General Statutes.

"Condominium documents" means the declaration of covenants and restrictions governing the condominiums proposed for the Property, including the description and delegation of rights and obligations of ORFD, the County and any other potential condominium owner regarding access to and use of parking spaces, common areas and other common elements described in such documents. These documents also include the organizational and operating documents that will guide the condominium association regarding the operation, maintenance, and other business associated with the Property.

“Contracts” means the contract documents, including this Agreement, the design contract, the construction contract, the Environmental Indemnification Agreement, and any other contract or agreement executed by both Parties hereto directly related to the Project.

"Development" means the planning, design and construction by ORFD and the County of the Facilities on the Property.

"Development Permit" means a building permit, zoning permit, subdivision approval, special or conditional use permit, variance, or any other official action of Local Government having the effect of permitting the development of the Property.

"Development Standards" means the standards for development set forth in the Town's Land Use Ordinance.

"Facility" or “Facilities” shall have the meaning set forth in the recitals.

“Governing Body" means, with respect to ORFD, the ORFD Board of Directors, and with respect to the County, the Orange County Board of County Commissioners.

"Gross floor area" as used in this Agreement means the area of space within the building to be constructed on the Property occupied by each party to this Agreement, plus the proportional share of "common areas" attributable to each party (i.e., "common areas" shall be apportioned between the Parties in proportion to the amount of "gross floor area" each occupies in the building). The proportion of "gross floor area" occupied by each party shall be finally calculated upon completion of the construction plans for the building and parking lot to be constructed on the Property, and a written schedule following in the principle the Elements of Value, Exhibit B, signed by each party and attached to this Agreement.

"Land Development Regulations" means the Town's Land Use Ordinance ("LUO") those ordinances and/or regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances.

"Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the development of the Property, and includes laws governing permitted uses of the property, density, design, and improvements.

"Lender" shall have the meaning set forth in Section VI(C).

"Local Government" shall mean the Town of Hillsborough, North Carolina.

"N.C.G.S." means the North Carolina General Statutes.

"NCDEQ" means the North Carolina Department of Environmental Quality.

"NCDOT" means the North Carolina Department of Transportation

“Municipal Corporation” means Orange Rural Fire District, and as a fire protection district is a municipal corporation organized for a special purpose within the meaning of N.C. Gen. Stat. §69-25.4.

"Project" means the planning, design and construction of an approximately 15,525 gross square foot building, site improvements, and associated parking with anticipated capacity for approximately (20) twenty parking spaces on the Property with adequate capacity for the Project. It is anticipated that upon completion of the Project, the Parties may convert the Property to a condominium form of ownership to be governed by covenants adopted by mutual Agreement of the Parties.

"Public facilities" means the major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

"Shared Areas" are areas exclusive to a condominium owner that may be reasonably offered for use by other Parties according to a mutual agreement.

"ORFD" means the Orange Rural Fire Department.

"Upfit costs" means the cost of interior finishes of space in the building to be constructed on the Property such as, but not necessarily limited to, floor finishes and carpets, wall treatments, electric outlets and fixtures, plumbing fixtures, and furnishings.

ARTICLE II Description of Development Agreement

- A. ***Legal Description; Property Owners.*** A map and the legal description of the Property are contained in Exhibit A.
- B. ***Permitted Uses.*** The uses permitted on the Property, including population densities and building types, intensities, placement on the Site and design, are controlled by the applicable zoning designation to the Property under the Town's Land Use Ordinance ("*LUO*").
- C. ***Public Facilities.*** The following public facilities will service the development:
 1. ***Off-Site Infrastructure:*** The Property is served by public water and sanitary sewer (Town of Hillsborough). The Property is also served by public roads under NCDOT jurisdiction and Town jurisdiction, and by storm water services administered by the Town.
 2. ***On-Site Infrastructure:*** ORFD and the County shall cooperate with respect to the design of the Facilities, including the planning and development of any onsite infrastructure necessary for the construction, use and operation

of the Facilities at the Property in accordance with the terms of this Agreement.

- D. ***Development Standards.*** The Project shall be subject to the Town's policies and procedures regarding standards of development, as set forth in the Town's Land Use Ordinance.

ARTICLE III Parties' Responsibilities

- A. The Parties' agree to negotiate and enter into such other agreements as may be necessary or appropriate to facilitate the financing and construction of the Project. The Parties intend that upon substantial completion of construction, they shall convert the Property ownership to a condominium form of ownership to be governed by mutually agreed upon covenants.
- B. The design of the Facilities shall be mutually agreed upon by the Parties. The County and ORFD will bear the costs for the preparation of schematic design drawings in accordance with Article IV.A of this Agreement. The County's portion of costs for design of the Project shall not exceed fifty percent (50%) of total design costs up to two hundred fifty thousand dollars (\$250,000). ORFD will be responsible for contracting for the designer and related professional services providing preliminary information that inures to the design of the Project. ORFD shall submit invoices to the County evidencing Project design costs. Upon processing and approval of such invoices the County shall reimburse ORFD fifty percent (50%) of the design costs up to the limit established in this paragraph.
1. Upon completion of the design the Parties shall determine, agree to, and memorialize the sizing and elements of exclusive, shared, and common area spaces and parking spaces. Such agreement shall be executed by the Parties and the County shall not be obligated to further expenditures related to the Project until the execution of such agreement.
 2. Upon final determination of the sizing and elements of exclusive, shared, and common area spaces and parking spaces this Agreement will be amended to reflect the total Project cost. Upon approval of the amendment by the Parties' governing boards the Project may proceed to construction.
 3. Upon approval of the amendment the Parties shall, within a reasonable time, commence development of the Condominium documents based on the Parties' agreement as it relates to the sizing and elements of exclusive, shared, and common area spaces and parking areas.
- C. ORFD, as Owner of the Property, will be primarily responsible for procuring all necessary development approvals for the Project to permit the Fire Department and EMS Station and the required associated parking. The County will support ORFD's

efforts to secure the necessary permits.

- D. Provided the Town approves and issues all necessary development permits for the Project, the Parties will coordinate to complete construction drawings for the Project.
- E. ORFD, in accordance with applicable laws pertaining to public construction projects, will enter into contract(s) for development of the construction documents for the Project.
- F. Upon approval of the construction documents and issuance of the necessary permits (the "Building Permit(s)"), ORFD will at a time reasonably agreed between the Parties begin construction of the Project.
- G. The Parties will finance their respective shares of the Project costs according to Exhibit B, Elements of Value. ORFD will arrange for construction financing of its proportional share of the Project cost (based on Exhibit B), in such manner as determined by the ORFD Board. The County shall finance its proportionate share of the Project costs (based on Exhibit B) in such manner as may be determined by the County.
- H. ORFD will contract with all necessary design, engineering and construction firms for any environmental remediation work required by NCDEQ. Subject to the terms of the Environmental Indemnification Agreement the Parties shall share the cost of such remediation equally.
- I. ORFD will contract with professionals for the construction of the Project, using a legally permitted construction delivery method. Upon completion, the Facilities, including the Building and parking, shall be subject to a new condominium declaration with terms mutually agreed upon by ORFD and the County, pursuant to which ORFD will grant and the County will acquire at no additional cost to the County a fee simple condominium interest in the assigned parking areas and EMS Station and an undivided interest in the Common Areas. ORFD shall convey the fee simple condominium interest to the County within thirty (30) days of substantial completion of the Project. It is acknowledged by ORFD and the County that County's contributions to the Project constitute sufficient consideration for the conveyance of the condominium interest.
- J. ORFD will enter into a design contract for the design and a construction contract for the work.
- K. As contemplated by this agreement, upon completion of construction the building and parking areas shall be converted to condominium ownership, with the ORFD and the County each owning condominium interests in building space and associated parking spaces. As part of the condominium arrangement, the Parties will also have an undivided interest in the Common Areas designated on the final plans, and which Common Areas will be subject to the rules, rights and

responsibilities established in the condominium documents. The Parties agree that the conversion of spaces in the parking lot to condominium ownership will include in the condominium documents language establishing appropriate easements for ingress, egress and access to and between the public right of way and all parking spaces and establishing rules and regulations concerning use, management and maintenance of parking spaces. The Parties agree that an adequate number of on-site parking spaces to be owned and paid for by each Party shall be available for the use of their staff and visitors during operating hours. This number of spaces will be determined during the permitting and design of the project. Each party shall be responsible for managing their condominium units unless the Parties mutually agree otherwise in writing.

ARTICLE IV Allocation of Project Costs

The Parties shall share in the costs of the Project as follows:

- A. Pre-development costs, site improvement costs, building design and construction costs, and contingency costs shall be shared by the Parties in accordance with the Elements of Value, which is attached as Exhibit B to this Agreement. The Parties recognize and agree that some of these Values and the corresponding level of proportionality may not be finally established until after the majority of the design work is completed (and after this Agreement is executed). The Parties acknowledge that Exhibit B represents their general understanding of the cost sharing; however, the Parties agree to negotiate in good faith a fair and equitable share of all costs associated with this project as soon as possible after the Schematic Design work is completed. ORFD and the County shall share the cost of constructing the building on the Property in proportion to the amount of wholly controlled area they occupy in the building. It is anticipated these costs shall be allocated between the Parties as follows: Design fees, each party responsible for 50%; Site preparation, each party responsible for 50%; Construction, ORFD responsible for 58% and the County responsible for 42%.
- B. Site and Building Structure Construction Costs — Site, building shell, core facilities (main utility services, delivery areas) and common area upfit costs are shared in the same manner as Pre-Development costs. Dedicated area upfit costs are the sole responsibility of the respective condominium owners. Traditional core facilities that provide service to individual or a sub-set of condominium owners will bear that cost.
- C. The parties will each be responsible for their own legal expenses incurred in relation to the Project.
- D. ORFD shall serve as fiscal agent for the property. Upon receipt of invoices, ORFD

will notify County of pro rata share owed. County will remit payment to ORFD within 14 days.

ARTICLE V Term And Termination

This Agreement shall be effective upon execution and shall continue until completion of the Project unless earlier terminated as provided herein (the "Initial Term").

This Agreement shall terminate: (i) at any time, by mutual Agreement of the Parties; or (ii) by ORFD, upon the material breach by County of any provision contained herein which material breach remains uncured by County after ORFD provides thirty (30) days advance written notice of said material breach to County, or (iii) by County, upon the material breach by ORFD of any provision contained herein which material breach remains uncured by ORFD after County provides thirty (30) days advance written notice of said material breach to ORFD.

ARTICLE VI Conditions Precedent And Contingencies

The Parties understand and agree that there are a number of conditions precedent and contingencies that will impact the ability to enter into the Contracts for the Project. At a minimum, the Parties understand and agree that the following must be resolved to the County's and ORFD's satisfaction:

- A. ORFD obtaining all Permits, including zoning, conditional/special use permits, variances, subdivision plats, approvals, permits, easements and licenses for the Project and the Town grants all necessary Permits which allow for the County's proposed use of the Property.
- B. The County and ORFD secure all necessary approvals from their respective governing Boards or Managers as delegated by their respective Boards to proceed with the Project at mutually agreed, predefined points during the project (for example: sizing and elements of exclusive, shared, and common area spaces, schematic design, construction method, etc.)
- C. ORFD and the County are able to procure suitable financing for their respective components of the Project. The parties further contemplate that upon completion of construction, the parties shall divide the Facilities, as partners thereof, into condominium units to be owned by the County and ORFD, respectively, for

purposes of facilitate permanent financing of the Facilities. The parties acknowledge that these contemplated financing agreements and transactions may be altered by mutual Agreement of the Parties and are or may be subject to approval of the North Carolina Treasurer, Local Government Commission.

- D. The mutual negotiation and execution of an Environmental Indemnification Agreement whereby ORFD will indemnify the County for any and all liability, loss, damage, cost and expense (including reasonable attorneys' fees and expenses) resulting from any "Hazardous Substance" (as defined below) existing on or under the Property or originating on the Property and migrating off-site in violation of applicable Environmental Laws, but only to the extent that the Hazardous Substance existed at the Property prior to the date of this Agreement. ORFD shall not be liable with regard to any Hazardous Substances disposed of, placed, or otherwise existing on or under the Property because of the actions of the County. The County will likewise, and to the extent permitted by law, indemnify ORFD for any and all liability, loss, damage, cost and expense (including reasonable attorneys' fees and expenses) resulting from any Hazardous Substances existing on or under the Property or originating on the Property and migrating off-site in violation of applicable Environmental Laws that are introduced or placed on the Property, or caused to migrate off the property, because of the actions of the County. Save and except any liability resulting from remediation required by NCDEQ which shall solely rest with ORFD, neither Party shall be liable to the other for liabilities, losses, damages, costs or expenses resulting from the actions of third Parties after the date on which the County acquires a legal interest in the Property.
- E. "Hazardous Substances" shall mean: (a) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws, or any of them; (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (c) natural gas, synthetic gas and any mixtures thereof; (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable; (e) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids; (f) radon; (g) any other hazardous or radioactive substance, material, pollutant, contaminant or waste; and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation. As used herein, the term "Environmental Laws" shall mean all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

as amended (42 U.S.C. § 9601 *et. seq.*), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 5101 *et. seq.*), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136 *et. seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 *et seq.*), the Clean Air Act, as amended (42 U.S.C. § 7401 *et. seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et. seq.*), the Safe Drinking Water Act, as amended (42 U.S.C. § 300f *et. seq.*), any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes. "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances.

- F. The negotiation and completion of agreements and documents guiding the selection of designers and contractors, the timelines for the completion of various aspects of the design work, the methods and scheduling input, and other specific design and construction coordination necessary to ensure the successful completion of the Project.
- G. The negotiation and execution of this Agreement (wherein ORFD and the County's property interests in the Project shall convert to condominium interests post-construction) under which the Parties under the Agreement shall have the right to construct the improvements on the Property subject to the Parties' obligation to subject the Property and all improvements constructed thereon to a condominium.
- H. Confirmation that adequate utilities services are available within a reasonable distance from the Property for connection and suitable for the proposed uses to be included within the Building.
- I. ORFD complying with all necessary requirements for contracting with North Carolina local governments, including, but not limited to, compliance with all requirements for the Project.
- J. All governmental and other third-party consents and approvals shall be obtained; there shall be no significant pending or threatened litigation materially adversely affecting the Property.
- K. The Parties understand and agree that the provision of sufficient way-finding and other signage is necessary for patrons to quickly and conveniently locate the Facility. The Parties understand and agree that way-finding signage should be contemplated in the design of the Project and signage for the Project is subject to regulation by the Town.
- L. The Parties under this Agreement (prior to completion of construction) and as condominium unit owners (following the completion of construction) will agree to contribute pro-rata to the common area maintenance and insurance provided by ORFD or by the condominium owners association formed by the Parties, for the Project including a reasonable pro-rata contribution for maintenance of the

sidewalks and other shared amenities of the Property. Because the Parties are exempt from paying ad valorem taxes, the typical procedure for apportioning each tenants a share of those taxes against common areas is not applicable.

- M. ORFD secures environmental regulatory approval from NC DEQ prior to the commencement of construction or provides reasonable security to cover ORFD's environmental responsibilities until regulatory approval is obtained.
- N. Consistent with the scope of each Party's responsibility hereunder, all necessary and appropriate construction and crane easements will be secured by ORFD and County from all adjacent landowners.

ARTICLE VII Representations and Warranties

ORFD and the County each represent to the other to the best of their respective knowledge:

- A. ORFD and the County have all requisite power and authority to execute this Agreement, and any other instruments required to be delivered by ORFD or the County hereunder.
- B. ORFD's and the County's entry into this Agreement will not violate any private restriction or Agreement or to the best of ORFD's or the County's knowledge without investigation or inquiry any applicable statute, ordinance, governmental restriction or regulation.
- C. During the Term, ORFD will not execute or create any lease, contract, option, easement, covenant, condition, restriction, lien or encumbrance with respect to the Property or any portion thereof without the written consent of County unless the same is terminable upon no more than sixty (60) days written notice or otherwise may be cleared on or before any Closing that may be contemplated in any Contract that may be entered into between ORFD and the County.
- D. There is no pending or threatened action, litigation, bankruptcy, condemnation, or other proceeding of any kind pending against ORFD or the County which materially adversely affects the Property.
- E. No broker, finder or other intermediary is involved in the transaction contemplated by this Agreement, and that no brokerage fee or commission is due and payable by ORFD or the County upon any conveyance of the Property.
- F. ORFD has not received written notice of any violations of any laws, ordinances or similar rules and regulations relating and/or applicable to the ownership, use and operation of the Property as it is now operated, and/or other licenses or permits, which remain uncured.

- G. No assessments or special assessments for public improvements or otherwise have been levied or are not affecting the Property.
- H. To the best of ORFD's present knowledge, the Property is not within an area determined to be flood-prone under the Federal Flood Protection Act of 1973.

ARTICLE VIII
Remedies and Dispute Resolution

- A. **Concerning Remedies.** The remedies provided for in this Agreement are exclusive and cumulative. The exercise of a particular remedy does not preclude the exercise of any or all other available remedies herein except as provided herein. No delay in the exercise of a remedy shall constitute a waiver of that remedy. Nothing in this Agreement is intended to relieve a party from its common law duty to mitigate damages.
- B. **Disputes.** The Parties shall attempt in good faith to resolve any dispute, controversy or claim arising out of this Agreement between them by negotiations by those persons of ORFD and the County who have authority to act and who will promptly meet for negotiations to attempt to settle the dispute.

ARTICLE IX

Miscellaneous

- A. **Assignment.** The rights under this Agreement may be transferred and assigned only upon the written consent of the non-assigning Party.
- B. **Fees and Expenses.** Except as may be specifically provided in this Agreement, each Party will be responsible for his or its own legal fees and expenses incurred in connection with the transactions contemplated by this Agreement.
- C. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any dispute regarding this Agreement shall be filed in a court of competent jurisdiction located in Orange County, NC.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same document. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.
- E. **Amendment.** This Agreement shall not be amended except by a written

instrument executed by both the County and ORFD.

- F. No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed to create a contractual relationship with, or a cause of action in favor of, any third party against ORFD or the County.
- G. Entire Agreement, Amendment; Construction. This Agreement, together with the Exhibits attached hereto and all other agreements referred to herein or relating to the subject matter hereof, contains the entire Agreement between the Parties as to the subject matter referenced herein, and supersedes all prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise) between the Parties with respect to the subject matter hereof. No amendment may be made to this Agreement except with the prior written consent of all Parties hereto. The section titles and headings herein are for convenience of reference only and do not define, modify or limit any of the terms and provisions hereof. Article, Section and Exhibit references herein are to Articles, Sections and Exhibits of this Agreement unless otherwise noted. The use of words "include" or "including" in this Agreement shall be by way of example rather than by limitation. The use of the words "or," "either" or "any" shall not be exclusive.
- H. Representations and Warranties of the Parties. Each of the Parties, and each person executing this Agreement on behalf thereof, represent and warrant, as applicable, that (1) such party or person has the full power and authority to enter into this Agreement and the agreements or instruments referred to herein, to execute them on behalf of the party indicated on the signature page thereof, and to perform the obligations hereunder and thereunder, (2) such party is acting on its own behalf and on behalf of its members, successors and assigns, (3) this Agreement and the other agreements referenced herein are the valid and binding obligations of such party, enforceable against it in accordance with their terms, (4) entering into this Agreement and the other agreements referenced herein does not conflict with any other agreements entered into by either party, and (5) the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part.
- I. Exhibit List. The following exhibits are hereby incorporated by reference:
- EXHIBIT A: Map Denoting Site, Legal Description of Site,
Legal and Equitable Owners
- EXHIBIT B: Element of Values

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Orange Rural Fire Department

(*Seal*)

BY: _____
Jeff Cabe, Fire Chief

ATTEST:

COUNTY OF ORANGE

(*County Seal*)

BY: _____
Bonnie Hammersley, County Manager

ATTEST:

_____, County Clerk

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

Chief Finance Officer/Treasurer

_____ County, North Carolina

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the Orange Rural Fire Department, Fire Chief, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said ORFD, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the ____ day of _____, 2021.

(S E A L)

Notary Public
My Commission Expires: _____

_____ County, North Carolina

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Manager of the County of Orange, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said County, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the ____ day of _____, 2021.

(S E A L)

Notary Public
My Commission Expires: _____

EXHIBIT A (to the Development Agreement)

**MAP DENOTING SITE,
LEGAL DESCRIPTION OF SITE AND LEGAL OWNER**

[See attached PDF document]

EXHIBIT B (to the Development Agreement)
ELEMENT OF VALUES

[See attached PDF document]

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2021

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

SUBJECT: Amendments to the Orange County Code of Ordinances, Section 14-1- Fire, to Adopt All Optional Operational Permits as Identified in the NC Fire Prevention Code, Section 105

DEPARTMENT: Emergency Services, Fire
Marshal Division

ATTACHMENT(S):
2018 North Carolina Fire Prevention Code,
Section 105
Resolution of Amendment
Ordinance Amendment

INFORMATION CONTACT:
Elizabeth Farnan, 919-245-6153

PURPOSE: To approve a resolution amending the Orange County Code of Ordinances, Section 14-1- Fire, to adopt all Optional Operational Permits as identified in the NC Fire Prevention Code, Section 105.

BACKGROUND: The Orange County Fire Marshal's Division is seeking approval to amend the Orange County Code of Ordinances, Section 14-1- Fire, to include all of the optional Operational Permits as identified in the NC Fire Prevention Code, Section 105. The fire code official is authorized to issue permits for operations in Section 105.6 of the NC Fire Code. Operational permits are listed as optional and mandatory. Operational permits listed as optional must be adopted by local ordinance to be legally issued by the fire marshal's division.

It would be beneficial for Orange County to adopt the optional permits for the benefits provided for fire safety practices. Adoption would also mirror the Town of Hillsborough's adoption of these codes and provide consistency in permitting between the Town and County since the Orange County Fire Marshal's Division is now providing fire permitting for the Town of Hillsborough.

FINANCIAL IMPACT: There is a financial impact to potential permit holders who seek to obtain permits as indicated in the County's existing adopted fee schedule. Orange County is impacted financially by the receipt of revenue collected for issuance of referenced permits.

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

The fair treatment and meaningful involvement of people of all races, cultures, incomes and educational levels with respect to the development and enforcement of environmental laws, regulations, policies, and decisions. Fair treatment means that no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.

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

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve the attached resolution adopting the amendments to the Orange County Code of Ordinances, Section 14-1-Fire, to include Optional Operational Permits as identified in the NC Fire Prevention Code, Section 105.

Section 105 Permits

105.6 Required Operational Permits

The [fire code official](#) is authorized to issue operational [permits](#) for the operations set forth in Sections [105.6.1](#) through [105.6.48](#).

105.6.1 Aerosol Products (Optional Permit)

An operational [permit](#) is required to manufacture, store or handle an aggregate quantity of Level 2 or [Level 3 aerosol products](#) in excess of 500 pounds (227 kg) net weight.

105.6.2 Amusement Buildings (Mandatory Permit)

An operational [permit](#) is required to operate a [special amusement building](#).

105.6.3 Aviation Facilities (Optional Permit)

An operational [permit](#) is required to use a [Group H](#) or [Group S](#) occupancy for aircraft servicing or repair and aircraft fuel-servicing vehicles. Additional [permits](#) required by other sections of this code include, but are not limited to, [hot work](#), [hazardous materials](#) and flammable or combustible finishes.

105.6.4 Carbon Dioxide Systems Used in Beverage Dispensing Applications (Optional Permit)

An operational [permit](#) is required for carbon dioxide [systems](#) used in beverage [dispensing](#) applications having more than 100 pounds of carbon dioxide.

105.6.5 Carnivals and Fairs (Mandatory Permit)

An operational [permit](#) is required to conduct a carnival or fair.

105.6.6 Cellulose Nitrate Film (Optional Permit)

An operational [permit](#) is required to store, handle or use cellulose nitrate film in a Group A occupancy.

105.6.7 Combustible Dust-Producing Operations (Mandatory Permit)

An operational [permit](#) is required to operate a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, [magnesium](#), spices or sugar, or other operations producing [combustible dusts](#) as defined in [Chapter 2](#).

105.6.8 Combustible Fibers (Optional Permit)

An operational [permit](#) is required for the storage and [handling](#) of [combustible fibers](#) in quantities greater than 100 cubic feet (2.8 m³).

Exception: A [permit](#) is not required for agricultural storage.

105.6.9 Compressed Gases (Optional Permit)

An operational [permit](#) is required for the storage, use or [handling](#) at [normal temperature and pressure](#) (NTP) of [compressed gases](#) in excess of the amounts listed in [Table 105.6.9](#).

Exception: Vehicles equipped for and using [compressed gas](#) as a fuel for propelling the vehicle.

[TABLE 105.6.9 PERMIT AMOUNTS FOR COMPRESSED GASES](#)

TYPE OF GAS	AMOUNT (cubic feet at NTP)
Corrosive	200
Flammable (except cryogenic fluids and liquefied petroleum gases)	200
Highly toxic	Any Amount
Inert and simple asphyxiant ^a	6,000
Oxidizing (including oxygen)	504
Pyrophoric	Any Amount
Toxic	Any Amount

For SI: 1 cubic foot = 0.02832 m³.

a. For carbon dioxide used in beverage [dispensing](#) applications, see [Section 105.6.4](#).

105.6.10 Covered and Open Mall Buildings (Mandatory Permit)

An operational [permit](#) is required for:

1. The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the [mall](#).
2. The display of [liquid](#)- or gas-fired equipment in the [mall](#).
3. The use of open-flame or flame-producing equipment in the [mall](#).

105.6.11 Cryogenic Fluids (Optional Permit)

An operational [permit](#) is required to produce, store, transport on [site](#), use, handle or dispense [cryogenic fluids](#) in excess of the amounts listed in [Table 105.6.11](#).

Exception: [Permits](#) are not required for vehicles equipped for and using [cryogenic fluids](#) as a fuel for propelling the vehicle or for refrigerating the lading.

TABLE 105.6.11 PERMIT AMOUNTS FOR CRYOGENIC FLUIDS

	INSIDE	OUTSIDE
TYPE OF CRYOGENIC FLUID	BUILDING	BUILDING
	(gallons)	(gallons)
Flammable	More than 1	60
Inert	60	500
Oxidizing (includes oxygen)	10	50
Physical or health hazard not indicated above	Any Amount	Any Amount

For SI: 1 gallon = 3.785 L.

105.6.12 Cutting and Welding (Optional Permit)

An operational [permit](#) is required to conduct cutting or welding operations within the [jurisdiction](#).

105.6.13 Dry Cleaning (Optional Permit)

An operational [permit](#) is required to engage in the business of [dry cleaning](#) or to change to a more hazardous cleaning solvent used in [existing dry cleaning](#) equipment.

105.6.14 Exhibits and Trade Shows (Mandatory Permit)

An operational [permit](#) is required to operate exhibits and trade shows.

105.6.15 Explosives (Mandatory Permit)

An operational [permit](#) is required for the manufacture, storage, [handling](#), sale or use of any quantity of [explosives](#), [explosive materials](#), [fireworks](#) or [pyrotechnic special effects](#) within the scope of [Chapter 56](#).

Exceptions:

1. [Fireworks](#) allowed by North Carolina N.C.G.S. 14-414.
2. Storage in Group [R-3](#) occupancies of smokeless [propellant](#), black powder and [small arms primers](#) for personal use, not for resale and in accordance with [Section 5606](#).

105.6.16 Fire Hydrants and Valves (Optional Permit)

An operational [permit](#) is required to use or operate fire hydrants or valves intended for fire suppression purposes that are installed on water [systems](#) and accessible to a [fire apparatus access road](#) that is open to or generally used by the public.

Exception: A [permit](#) is not required for authorized employees of the water company that supplies the [system](#) or the fire department to use or operate fire hydrants or valves.

105.6.17 Flammable and Combustible Liquids

An operational [permit](#) is required:

1. **Optional [permit](#).** To use or operate a pipeline for the transportation within [facilities](#) of flammable or [combustible liquids](#). This requirement shall not apply to the off-[site](#) transportation in pipelines regulated by the Department of Transportation (DOTn) nor does it apply to piping [systems](#).
2. **Optional [permit](#).** To store, handle or use Class I [liquids](#) in excess of 5 gallons (19 L) in a building or in excess of 10 gallons (37.9 L) outside of a building, except that a [permit](#) is not required for the following:

1. The storage or use of Class I [liquids](#) in the fuel [tank](#) of a motor vehicle, aircraft, motorboat, mobile power plant or mobile heating plant, unless such storage, in the opinion of the [fire code official](#), would cause an unsafe condition.
2. The storage or use of paints, oils, varnishes or similar flammable mixtures where such [liquids](#) are stored for maintenance, painting or similar purposes for a period of not more than 30 days.
3. **(Optional permit)**. To store, handle or use Class II or Class IIIA [liquids](#) in excess of 25 gallons (95 L) in a building or in excess of 60 gallons (227 L) outside a building, except for fuel oil used in connection with oil-burning equipment.
4. **(Optional permit)**. To store, handle or use Class IIIB [liquids](#) in [tanks](#) or portable [tanks](#) for fueling motor vehicles at motor fuel-[dispensing facilities](#) or where connected to fuel-burning equipment.

Exception: Fuel oil and used motor oil used for space heating or water heating.

5. **(Optional permit)**. To remove Class I or II [liquids](#) from an underground storage [tank](#) used for fueling motor vehicles by any means other than the [approved](#), stationary on-[site](#) pumps normally used for [dispensing](#) purposes.
6. **(Mandatory permit)**. To operate [tank vehicles](#), equipment, [tanks](#), plants, terminals, wells, fuel-[dispensing](#) stations, [refineries](#), distilleries and similar [facilities](#) where flammable and [combustible liquids](#) are produced, processed, transported, stored, dispensed or used.
7. **(Mandatory permit)**. To place temporarily out of service (for more than 90 days) an underground, protected above-ground or above-ground flammable or [combustible liquid tank](#).
8. **(Mandatory permit)**. To change the type of contents stored in a flammable or [combustible liquid tank](#) to a material that poses a greater hazard than that for which the [tank](#) was designed and constructed.
9. **(Mandatory permit)**. To manufacture, process, blend or refine flammable or [combustible liquids](#).
10. **(Mandatory permit)**. To engage in the [dispensing](#) of [liquid](#) fuels into the fuel [tanks](#) of motor vehicles at commercial, industrial, governmental or manufacturing establishments.
11. **(Mandatory permit)**. To utilize a [site](#) for the [dispensing](#) of [liquid](#) fuels from [tank vehicles](#) into the fuel [tanks](#) of motor vehicles, marine craft and other special equipment at commercial, industrial, governmental or manufacturing establishments.

105.6.18 Floor Finishing (Optional Permit)

An operational [permit](#) is required for floor finishing or surfacing operations exceeding

350 square feet (33 m²) using Class I or Class II [liquids](#).

105.6.19 Fruit and Crop Ripening (Optional Permit)

An operational [permit](#) is required to operate a fruit- or crop-ripening [facility](#) or conduct a fruit-ripening process using ethylene gas.

105.6.20 Fumigation and Insecticidal Fogging (Mandatory Permit)

An operational [permit](#) is required to operate a business of [fumigation](#) or [insecticidal fogging](#), and to maintain a room, vault or chamber in which a [toxic](#) or flammable [fumigant](#) is used.

105.6.21 Hazardous Materials (Optional Permit)

An operational [permit](#) is required to store, transport on [site](#), dispense, use or handle [hazardous materials](#) in excess of the amounts listed in [Table 105.6.21](#).

TABLE 105.6.21 PERMIT AMOUNTS FOR HAZARDOUS MATERIALS

TYPE OF MATERIAL	AMOUNT
Combustible liquids	See Section 105.6.17
Corrosive materials	
Gases	See Section 105.6.9
Liquids	55 gallons
Solids	1000 pounds
Explosive materials	See Section 105.6.15
Flammable materials	
Gases	See Section 105.6.9
Liquids	See Section 105.6.17
Solids	100 pounds
Highly toxic materials	
Gases	See Section 105.6.9
Liquids	Any Amount
Solids	Any Amount
Oxidizing materials	
Gases	See Section 105.6.9
Liquids	
Class 4	Any Amount
Class 3	1 gallon ^a

Class 2	10 gallons
Class 1	55 gallons
Solids	Any Amount
Class 4	Any Amount
Class 3	10 pounds ^b
Class 2	100 pounds
Class 1	500 pounds
Organic peroxides	
Liquids	
Class I	Any Amount
Class II	Any Amount
Class III	1 gallon
Class IV	2 gallons
Class V	No Permit Required
Solids	
Class I	Any Amount
Class II	Any Amount
Class III	10 pounds
Class IV	20 pounds
Class V	No Permit Required
Pyrophoric materials	
Gases	Any Amount
Liquids	Any Amount
Solids	Any Amount
Toxic materials	
Gases	See Section 105.6.9
Liquids	10 gallons
Solids	100 pounds
Unstable (reactive) materials	
Liquids	
Class 4	Any Amount
Class 3	Any Amount
Class 2	5 gallons
Class 1	10 gallons
Solids	
Class 4	Any Amount
Class 3	Any Amount
Class 2	50 pounds
Class 1	100 pounds

(continued)

TABLE 105.6.21—continued PERMIT AMOUNTS FOR HAZARDOUS MATERIALS

TYPE OF MATERIAL	AMOUNT
<u>Water-reactive materials</u>	
<u>Liquids</u>	
Class 3	Any Amount
Class 2	5 gallons
Class 1	55 gallons
<u>Solids</u>	
Class 3	Any Amount
Class 2	50 pounds
Class 1	500 pounds

For SI: 1 gallon = 3.785 L, 1 pound = 0.454 kg.

- a. 20 gallons where [Table 5003.1.1\(1\)](#) Note k applies and hazard identification signs in accordance with [Section 5003.5](#) are provided for quantities of 20 gallons or less.
- b. 200 pounds where [Table 5003.1.1\(1\)](#) Note k applies and hazard identification signs in accordance with [Section 5003.5](#) are provided for quantities of 200 pounds or less.

105.6.22 HPM Facilities (Optional Permit)

An operational [permit](#) is required to store, handle or use [hazardous production materials](#).

105.6.23 High-Piled Storage (Optional Permit)

An operational [permit](#) is required to use a building or portion thereof as a [high-piled storage area](#) exceeding 500 square feet (46 m²).

105.6.24 Hot Work Operations (Optional Permit)

An operational [permit](#) is required for [hot work](#) including:

1. Public exhibitions and demonstrations where [hot work](#) is conducted.
2. Use of portable [hot work equipment](#) inside a structure.
Exception: Work that is conducted under a construction [permit](#).
3. Fixed-site [hot work equipment](#), such as welding booths.
4. [Hot work](#) conducted within a [wildfire risk area](#).

5. Application of roof coverings with the use of an open-flame device.
6. Where *approved*, the [fire code official](#) shall issue a [permit](#) to carry out a [hot work program](#). This program allows *approved* personnel to regulate their [facility's hot work](#) operations. The *approved* personnel shall be trained in the fire safety aspects denoted in this chapter and shall be responsible for issuing [permits](#) requiring compliance with the requirements found in [Chapter 35](#). These [permits](#) shall be issued only to their employees or [hot work](#) operations under their supervision.

105.6.25 Industrial Ovens (Optional Permit)

An operational [permit](#) is required for operation of industrial ovens regulated by [Chapter 30](#).

105.6.26 Lumber Yards and Woodworking Plants (Optional Permit)

An operational [permit](#) is required for the storage or processing of lumber exceeding 100,000 board feet (8,333 ft³) (236 m³).

105.6.27 Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings (Mandatory Permit)

An operational [permit](#) is required to display, operate or demonstrate [liquid-](#) or gas-fueled vehicles or equipment in assembly buildings.

105.6.28 LP-gas

A [permit](#) may be required and issued by the North Carolina Department of Agriculture and Consumer Services for LP-gas equipment used for storage, [handling](#), transporting, and utilizing [liquefied petroleum gas](#) for fuel purposes.

105.6.29 Magnesium (Optional Permit)

An operational [permit](#) is required to melt, cast, heat treat or grind more than 10 pounds (4.54 kg) of [magnesium](#).

105.6.30 Miscellaneous Combustible Storage (Optional Permit)

An operational [permit](#) is required to store in any building or upon any premises in excess of 2,500 cubic feet (71 m³) gross volume of combustible empty packing cases,

boxes, barrels or similar [containers](#), rubber tires, rubber, cork or similar combustible material.

105.6.31 Motor Fuel-Dispensing Facilities (Optional Permit)

An operational [permit](#) is required for the operation of automotive, marine and fleet motor fuel-[dispensing facilities](#).

105.6.32 Open Burning (Optional Permit)

An operational [permit](#) is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the [permit](#) shall be adhered to.

Exception: [Recreational fires](#).

105.6.33 Open Flames and Torches (Optional Permit)

An operational [permit](#) is required to remove paint with a torch; or to use a torch or open-flame device in a [wildfire risk area](#).

105.6.34 Open Flames and Candles (Optional Permit)

An operational [permit](#) is required to use open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.

105.6.35 Organic Coatings (Optional Permit)

An operational [permit](#) is required for any [organic-coating](#) manufacturing operation producing more than 1 gallon (4 L) of an [organic coating](#) in one day.

105.6.36 Places of Assembly (Optional Permit)

An operational [permit](#) is required to operate a place of assembly.

105.6.37 Private Fire Hydrants (Mandatory Permit)

An operational [permit](#) is required for the removal from service, use or operation of private fire hydrants.

Exception: A [permit](#) is not required for private industry with trained maintenance personnel, private fire brigade or fire departments to maintain, test and use private hydrants.

105.6.38 Pyrotechnic Special Effects Material (Mandatory Permit)

An operational [permit](#) is required for use and [handling](#) of [pyrotechnic special effects](#) material.

105.6.39 Pyroxylin Plastics (Optional Permit)

An operational [permit](#) is required for storage or [handling](#) of more than 25 pounds (11 kg) of cellulose nitrate (pyroxylin) plastics, and for the assembly or manufacture of articles involving pyroxylin plastics.

105.6.40 Refrigeration Equipment (Optional Permit)

An operational [permit](#) is required to operate a mechanical refrigeration unit or [system](#) regulated by [Chapter 6](#).

105.6.41 Repair Garages (Optional Permit)

An operational [permit](#) is required for operation of [repair garages](#).

105.6.42 Rooftop Heliports (Optional Permit)

An operational [permit](#) is required for the operation of a rooftop [heliport](#).

105.6.43 Spraying or Dipping (Mandatory Permit)

An operational [permit](#) is required to conduct a spraying or dipping operation utilizing flammable or [combustible liquids](#), or the application of combustible powders regulated by [Chapter 24](#).

105.6.44 Storage of Scrap Tires and Tire Byproducts (Optional Permit)

An operational [permit](#) is required to establish, conduct or maintain storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet (71 m³) of total volume of scrap

tires, and for [indoor](#) storage of tires and tire byproducts.

105.6.45 Temporary Membrane Structures and Tents (Mandatory Permit)

An operational [permit](#) is required to operate an air-supported temporary [membrane structure](#), or a [temporary stage canopy](#) having an area in excess of 400 square feet (37 m²), or a [tent](#) having an area in excess of 800 square feet (74 m²).

Exceptions:

1. [Tents](#) used exclusively for recreational camping purposes.
2. [Tents](#) open on all sides, which comply with all of the following:
 1. Individual [tents](#) having a maximum size of 1800 square feet (167 m²).
 2. The aggregate area of multiple [tents](#) placed side by side without a fire break clearance of not less than 12 feet (3658 mm) shall not exceed 1800 square feet (167 m²) total.
 3. A minimum clearance of 12 feet (3658 mm) to structures and other [tents](#) shall be provided.
 3. Funeral [tents](#) and curtains or extensions attached thereto, when used for funeral services.

105.6.46 Tire-Rebuilding Plants (Optional Permit)

An operational [permit](#) is required for the operation and maintenance of a tire-rebuilding plant.

105.6.47 Waste Handling (Optional Permit)

An operational [permit](#) is required for the operation of wrecking [yards](#), junk [yards](#) and waste material-[handling facilities](#).

105.6.48 Wood Products (Optional Permit)

An operational [permit](#) is required to store chips, hogged material, lumber or plywood in excess of 200 cubic feet (6 m³).

105.6.49 Temporary Sleeping Units for Disaster Relief Workers (Mandatory Permit)

An operational [permit](#) is required for operation of long-term temporary [sleeping units](#) for disaster relief workers.

The delayed effective date of this Rule is January 1, 2021.

The Statutory authority for Rule-making is G. S. 143-136; 143-138.

105.7 Required Construction Permits

The [fire code official](#) is authorized to issue construction [permits](#) for work as set forth in Sections [105.7.1](#) through [105.7.18](#). See the *North Carolina Administrative Code and Policies* and applicable North Carolina General Statutes for general information concerning construction [permits](#).

105.7.1 Automatic Fire-Extinguishing Systems

A construction [permit](#) is required for installation of or modification to an [automatic fire-extinguishing system](#). Maintenance performed in accordance with this code is not considered to be a modification and does not require a [permit](#).

105.7.2 Battery Systems

A [permit](#) is required to install [stationary storage battery systems](#) having a [liquid](#) capacity of more than 50 gallons (189 L).

105.7.3 Compressed Gases

Where the compressed gases in use or storage exceed the amounts listed in [Table 105.6.9](#), a construction [permit](#) is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a [compressed gas system](#).

Exception: Routine maintenance.

105.7.4 Cryogenic Fluids

A construction [permit](#) is required for installation of or [alteration](#) to outdoor stationary [cryogenic fluid](#) storage [systems](#) where the [system](#) capacity exceeds the

amounts listed in [Table 105.6.11](#). Maintenance performed in accordance with this code is not considered to be an [alteration](#) and does not require a construction [permit](#).

105.7.5 Emergency Responder Radio Coverage System

A construction [permit](#) is required for installation of or modification to emergency responder radio coverage [systems](#) and related equipment. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction [permit](#).

105.7.6 Fire Alarm and Detection Systems and Related Equipment

A construction [permit](#) is required for installation of or modification to [fire alarm](#) and detection [systems](#) and related equipment. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction [permit](#).

105.7.7 Fire Pumps and Related Equipment

A construction [permit](#) is required for installation of or modification to fire pumps and related fuel [tanks](#), jockey pumps, controllers and generators. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction [permit](#).

105.7.8 Flammable and Combustible Liquids

A construction [permit](#) is required:

1. To install, repair or modify a pipeline for the transportation of flammable or [combustible liquids](#).
2. To install, construct or alter [tank vehicles](#), equipment, [tanks](#), plants, terminals, wells, fuel-[dispensing](#) stations, [refineries](#), distilleries and similar [facilities](#) where flammable and [combustible liquids](#) are produced, processed, transported, stored, dispensed or used. Maintenance performed in accordance with this code is not considered an installation, construction or [alteration](#) and does not require a [permit](#).
3. To install, alter, remove, abandon or otherwise dispose of a flammable or [combustible liquid tank](#).

105.7.9 Gates and Barricades Across Fire Apparatus Access Roads

A construction [permit](#) is required for the installation of or modification to a gate or [barricade](#) across a [fire apparatus access road](#).

105.7.10 Hazardous Materials

A construction [permit](#) is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a storage [facility](#) or other area regulated by [Chapter 50](#) where the [hazardous materials](#) in use or storage exceed the amounts listed in [Table 105.6.21](#).

Exceptions: Routine maintenance.

105.7.11 Industrial Ovens

A construction [permit](#) is required for installation of industrial ovens covered by [Chapter 30](#).

Exception: Routine maintenance.

105.7.12 LP-gas

A construction [permit](#) for installation of or modification to an LP-gas [system](#) may be required and approved by the North Carolina Department of Agriculture and Consumer Services. Maintenance performed in accordance with this code is not considered to be a modification and does not require a [permit](#).

105.7.13 Private Fire Hydrants

A construction [permit](#) is required for the installation or modification of private fire hydrants. Maintenance performed in accordance with this code is not considered to be a modification and does not require a [permit](#).

105.7.14 Smoke Control or Smoke Exhaust Systems

Construction [permits](#) are required for installation of or [alteration](#) to smoke control or smoke exhaust [systems](#). Maintenance performed in accordance with this code is not considered to be an [alteration](#) and does not require a [permit](#).

105.7.15 Solar Photovoltaic Power Systems

A construction [permit](#) is required to install or modify solar photovoltaic power [systems](#). Maintenance performed in accordance with this code is not considered to be a modification and does not require a [permit](#).

105.7.16 Spraying or Dipping

A construction [permit](#) is required to install or modify a [spray room](#), [dip tank](#) or booth. Maintenance performed in accordance with this code is not considered to be a modification and does not require a [permit](#).

105.7.17 Standpipe Systems

A construction [permit](#) is required for the installation, modification or removal from service of a standpipe [system](#). Maintenance performed in accordance with this code is not considered to be a modification and does not require a [permit](#).

105.7.18 Temporary Membrane Structures and Tents

A construction [permit](#) is required to erect an air-supported temporary [membrane structure](#), or a [temporary stage canopy](#) having an area in excess of 400 square feet (37 m²), or a [tent](#) having an area in excess of 800 square feet (74 m²).

Exceptions:

1. [Tents](#) used exclusively for recreational camping purposes.
2. Funeral [tents](#) and curtains, or extensions attached thereto, when used for funeral services.
3. [Tents](#) open on all sides, which comply with all of the following:
 1. Individual [tents](#) shall have a maximum size of 1800 square feet (167 m²).
 2. The aggregate area of multiple [tents](#) placed side by side without a fire break clearance of not less than 12 feet (3658 mm) shall not exceed 1800 square feet (167 m²) total.
 3. A minimum clearance of 12 feet (3658 mm) to structures and other [tents](#) shall be provided.

RES-2021-062

RESOLUTION OF AMENDMENT**A RESOLUTION AMENDING CHAPTER 14 OF THE ORANGE COUNTY CODE OF ORDINANCES**

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

WHEREAS, the fire code official is authorized to issue permits for operations in Section 105.6 of the North Carolina Fire Code; and

WHEREAS, operations permits are listed as optional and mandatory and any operations permits listed as optional must be adopted by local ordinance to be legally issued by the fire marshal's division; and

WHEREAS, the Orange County Fire Marshal recommends Orange County to adopt the optional permits for the benefits provided for fire safety practices.

NOW THEREFORE BE IT RESOLVED AND ORDAINED, the Code of Ordinances, Orange County, North Carolina, Chapter 14, Section 1 is hereby amended by adopting the optional operational permits, which amendment reads as shown in the attached revised ordinance.

This Amendment is effective upon adoption.

Adopted by the Orange County Board of Commissioners this 19th day of October, 2021.

By:

Attest:

Renee Price, Chair
Orange County Board of Commissioners

Laura Jensen, Clerk to the Board

[SEAL]

Sec. 14-1. - Fire prevention.

- (a) The Board of County Commissioners hereby adopts and incorporates appendices B, C, D, F, and H **and all optional Operational Permits in Section 105** of the North Carolina State Fire Prevention Code into this chapter.
- (b) Amendments to appendices B, C, D, F, and H **and all optional Operational Permits in Section 105** of the North Carolina State Fire Prevention Code, which are adopted and published by the State Building Code Council, shall be effective in Orange County at the time such amendments are made effective by the State Building Code Council. Should such appendices **and permits** be repealed or deleted by the State Building Code Council or the North Carolina General Assembly such appendices **and permits** shall be repealed in Orange County.
- (c) Copies of the North Carolina Administrative Code and the North Carolina State Fire Prevention Code, their appendices and amendments, shall be maintained in the office of the Orange County Fire Marshal.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2021

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

SUBJECT: Renewal of the Expiring Three-Year Interlocal Agreement between Orange County and the Town of Chapel Hill to Continue the Joint Funding for the "LAUNCH, Inc." Small Business Incubator

DEPARTMENT: Economic Development

ATTACHMENT(S):

New Three-Year Interlocal Agreement between Orange County and the Town of Chapel Hill

INFORMATION CONTACT:

Steve Brantley, Director, Orange County Economic Development, (919) 245-2326

PURPOSE: To renew the current three-year Interlocal Agreement between Orange County and the Town of Chapel Hill that financially supports the LAUNCH, Inc. entrepreneurial small business incubator.

BACKGROUND: The award-winning LAUNCH innovation center located at 306 West Franklin Street in Chapel Hill has been promoting the growth of small businesses in Orange County since its creation in 2012. The County's cost to participate in the 50/50 co-funding Agreement with the Town of Chapel Hill is paid directly from Orange County's Article 46 funds that support core economic development initiatives. LAUNCH also receives financial and mentoring support from the University of North Carolina.

The attached proposed Interlocal Agreement between the Town and County replaces the current three-year Agreement that expires on December 31, 2021, and continues the joint economic development sponsorship that has been shared equally between Orange County and the Town of Chapel Hill since 2012. Orange County's current \$18,375 quarterly financial commitment (or \$73,500 annually) under the expiring three-year Interlocal Agreement has been paid from the County's Article 46 economic development category specifically designated to nurture entrepreneurial development. This expenditure was included in the County Manager's FY2021-22 budget as one of the existing economic development initiatives funded from Article 46. The County's current annual payment of \$73,500 over the previous three years is proposed to remain unchanged for the new proposed three-year renewal. The Town of Chapel Hill contributes the same level of funding as the County, with UNC Chapel Hill also providing significant financial support.

Early History

As part of the Board of County Commissioners' strategic planning in 2011 to utilize Article 46 funding to support key economic development priorities, the importance of growing and retaining

entrepreneurial start-up talent in Orange County was included. The Board sought to reverse the historic trend where promising, growth-oriented tech start-up companies originating out of the University of North Carolina and Orange County were eventually relocating to adjacent counties. Durham's renowned "American Underground" incubator and co-working venture at the American Tobacco campus has historically been a significant competitor to draw local start-up talent away from Orange County.

In response, Orange County contracted with UNC Chapel Hill's Department of City & Regional Planning department head, Dr. Emil Malizia, in 2011 & 2012. Dr. Malizia conducted a regional real estate assessment of average office lease costs, ideal space needs and working environments that start-up companies seek throughout their developmental life span. A key recommendation from the consultant report highlighted a severe shortage of competitively priced incubator facilities in Orange County, and suggested the development of an innovation center to better retain entrepreneurial talent coming out of the University and from the local community. Following passage of the successful Article 46 referendum in November 2011, the County gained a new revenue source that enabled it to join with the Town of Chapel Hill to establish the "LAUNCH Chapel Hill" incubator.

A series of interlocal agreements were subsequently approved between Orange County and the Town of Chapel Hill. On June 25, 2018, Orange County, the Town of Chapel Hill, the Chapel Hill Downtown Corporation and the University of North Carolina at Chapel Hill agreed to continue all parties' mutual support of the LAUNCH incubator. Also in 2018, operational efficiencies were identified by the Town of Chapel Hill and UNC, leading to a recommendation that the LAUNCH structure among key stakeholders should ideally be shifted into a non-profit agency. This organizational change was approved by both the County, UNC and the Town, when the Orange County Board of Commissioners in February 2019 reviewed and approved the proposed nonprofit's new Bylaws and the County's joint participation as an executive board member on the "LAUNCH, Inc." executive board. "LAUNCH CHAPEL HILL", was subsequently transitioned into a nonprofit in November 2019 and renamed "LAUNCH, Inc.

Notable Achievements & Positive Economic Impact on the Local Economy:

Velvet Nelson, who has served since December 2019 as Director of the agency, provided the following statistics to illustrate the incubator's notable economic contribution to the local community for the period 2012 to 2020:

- 153 companies have been accelerated since 2012
- 98 of those companies are still active
 - 94% remained in business after 1 year; 64% remained in business after 2 years
 - 31 companies began with UNC students as primary founders, and 7 remain in business
- 802 total employees in 2020
- 202 jobs based in Orange County
- 25 companies call Orange County home
- \$714,000 in total venture funding was raised in 2020, compared to \$940,000 raised in 2019
- \$69 million in total revenues earned in 2020, compared to \$43 million raised in 2019
- 35 start-up firms participated in the accelerator program in 2020
 - (47% minority-owned, 53% women-owned)
- 12,150 square feet of total leased office space
- \$184,500 paid in rent
- \$99,000 in annual spending in downtown Chapel Hill
- 88 engaged mentors in 2020

- 177 Zoom calls and 15 events completed in 2020
- LAUNCH directly contributed to the University of North Carolina at Chapel Hill being recognized on November 4, 2015 as ranking among the top five best performing university business accelerators in North America, based on a 2015 benchmark study by the incubator consultant firm UBI Global, which is a renowned leader in performance analysis of business incubators around the world.

History of interlocal agreements between Orange County and the Town of Chapel Hill to jointly support LAUNCH

Orange County and Town of Chapel Hill have provided joint financial support of the LAUNCH small business innovation center for the past 9½ years via previous Interlocal Agreements, as follows:

- (1) First Interlocal Agreement between the Town and County (3½ year initial term of 50/50 co-sharing of lease payments for 4,000 square feet, for the period July 1, 2012 to December 31, 2015)**
 - The initial 3½ year (42 month) Interlocal Agreement between the County & Town to co-fund LAUNCH was split 50/50 in a mutual cost sharing. The County paid its portion from Article 46 funds (¼ cent sales tax proceeds for economic benefit) dedicated to providing entrepreneurial support, at a level of \$10,000 per quarter for 42 months, or a total cost to the County of \$140,000 over the full 3½ year initial term. The Town of Chapel Hill provided an equal amount of financial support. This first Interlocal Agreement expired on December 31, 2015.
- (2) Second Interlocal Agreement between the Town and County (a 3-year renewal of financial support, at the same annual cost that was set during the first Interlocal Agreement)**
 - On November 17, 2015, the BOCC approved a new three-year (36-month) Interlocal Agreement starting on January 1, 2016 and expiring on December 31, 2018. The County's financial contribution remained the same at \$10,000 per quarter, or a total cost of \$120,000 to the County over the initial three-year term. The County's payment was funded from Article 46. The Town also provided an equal level of financial support.
- (3) Amendment made to the Second Interlocal Agreement to permit LAUNCH to add 3,700 square feet for additional co-working space in the incubator's existing facility.**
 - The second Interlocal Agreement was amended in June 2016 to permit an on-site expansion of the LAUNCH office, which required Orange County and the Town to contribute an additional \$8,375.00 per quarter (\$33,500.00 annual increase) for up to three (3) years. The amended annual cost to the County then increased to \$18,375 per quarter, or a total of \$73,500 per year. The Town also provided an equal level of financial support. The amended Interlocal Agreement expired on December 31, 2018.
- (4) Third Interlocal Agreement between the Town and County (a three-year renewal of financial support, at the same annual cost that was set during the second Interlocal Agreement)**
 - The third Interlocal Agreement was amended on February 25, 2019 to set a new three-year term. The County and Town continued to provide an equal 50/50 co-share of financial support (each local government paying \$18,375 per quarter, or a total of \$73,500 per year). The amended Interlocal Agreement expires on December 31, 2021.

FINANCIAL IMPACT: The proposed new Interlocal Agreement requires Orange County to contribute \$18,375 per quarter (or \$73,500 annually) for up to three (3) years, or a total of up to \$220,500 over the full 3 years. County funding is provided exclusively by Article 46's annual retail sales tax collections that support a variety of economic development activities to include the LAUNCH small business incubator. The annual payment amount proposed in the new Interlocal Agreement is already included in the County's fiscal year 2021-2022 budget to mirror the current Interlocal Agreement's identical annual contribution (\$18,375 per quarter, or a total of \$73,500 per year) under the existing Interlocal Agreement that expires on December 31, 2021. Therefore, there is no new budget impact.

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

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

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

ENVIRONMENTAL IMPACT: There is no Orange County Environmental Responsibility Goal impact associated with the proposed renewal of the LAUNCH incubator and new interlocal agreement.

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

- 1) Continue the County's contractual relationship with the Town of Chapel Hill by approving the new Interlocal Agreement renewing the County's joint funding arrangement of the "LAUNCH, Inc." small business incubator for an additional three (3) years at the same annual financial commitment level that has been in effect for the past three (3) years, and
- 2) Authorize the Manager to sign the Agreement.

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (“Agreement”) is hereby made and entered into this the _____ day of _____, 2021, by and between ORANGE COUNTY, hereinafter referred to as (“County”), and the TOWN OF CHAPEL HILL, hereinafter referred to as (“Town”) pursuant to N.C. Gen. Statute 160A-460 et seq., 160A-17.1 and other applicable laws.

WITNESSETH:

WHEREAS, County and Town desire to continue with a partnership originally initiated through a 2012 interlocal agreement, and renewed in new 2016 and 2019 agreements between the Parties, whereby local startup businesses in the “LAUNCH, Inc.” incubator have more opportunities to remain in Orange County and Chapel Hill.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto agree as follows:

1. County Grant. County shall grant to the Town a sum of two hundred twenty thousand five hundred dollars (\$220,500.00). This grant shall be payable in twelve (12) quarterly installments of eighteen thousand three hundred seventy-five dollars (\$18,375.00). Town acknowledges and agrees the full amount, which shall not exceed two hundred twenty thousand five hundred (\$220,500.00), shall be expended by the Town for the sole purpose of establishing and maintaining a small business incubator space located at 306 W. Franklin Street, Chapel Hill, North Carolina 27516 (the nonprofit LAUNCH, Inc.). County and Town agree this grant is the full extent of the County’s contribution. Town shall be responsible for conducting any statutorily required public hearing prior to the expenditure of any grant funds.

2. Town Obligation. Town shall be responsible for receiving the grant from Orange County, and together with matched Town resources, remit them to Launch, Inc. for operation and rent to support a Small Business Accelerator to assist in the growth of businesses in Orange County.

3. Term. The term of this Agreement shall commence the 1st day of January 2022 and shall continue for a period of thirty-six (36) months, expiring on 12/31/24. Any such renewal, or any other modification, shall be accomplished through a mutually agreed upon written amendment to this Agreement and may be approved and executed by the managers of the County and Town.

4. Reporting. Town shall on or before July 1 annually during the term of this Agreement provide a report to the Orange County Manager detailing the expenditure of the grant funds described in Section 1 above. Upon request by County, Town shall provide County with any audit or underlying documents necessary to verify the contents of the annual report. In the event such report or documents are not provided County may suspend grant installments until such time as the report or documents are provided.

5. Force Majeure/Emergency Non-Appropriation. In the event Town or County should be delayed in, or prevented from, performing or carrying out any of the agreements, covenants, or obligations made by, and imposed upon, said Party by this Agreement, by reason of or through any cause reasonably beyond its control and not attributable to its neglect, including but not limited to condemnation, order of any court granted in any bona fide adverse legal proceeding or action, explosion, fire or other act of God or public enemies, and/or emergency non-appropriation, then, in each such case or cases, the affected Party shall be relieved of performance under this Agreement.

6. Termination. The County and Town may terminate this Agreement upon mutual written agreement approved by the County's and Town's managers. Either County or Town may terminate this Agreement upon a material breach by the other. Material breach includes but is not limited to the failure by Town to expend grant funds as required by this Agreement. Effective the date of termination any termination of this Agreement relieves County of any further responsibilities or obligations established by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed as of the day and year first above recorded.

FOR ORANGE COUNTY

FOR TOWN OF CHAPEL HILL

By: _____

By: _____

Bonnie Hammersley
Orange County Manager

Maurice Jones
Chapel Hill Town Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Orange County Chief Financial Officer

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Town of Chapel Hill Finance Director

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2021

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

SUBJECT: Approval of a Lease for the Historic Norwood Law Office – 135 Court St., Hillsborough, to the Preservation Fund of Hillsborough, Inc.

DEPARTMENT: Asset Management Services
Environment, Agriculture, Parks
& Recreation (DEAPR)

ATTACHMENT(S):

- 1) Site Illustration
- 2) Lease Agreement
- 3) Resolution

INFORMATION CONTACT:

Alan Dorman, AMS Assistant Director,
919-245-2627
Peter Sandbeck, DEAPR, 919-245-2517

PURPOSE: To:

- 1) Approve a three-year lease agreement with the Preservation Fund of Hillsborough, Inc., for the historic Norwood Law Office, built c. 1830. The building consists of a single historic exhibit room of approximately 270 square feet, located at 135 Court Street; and
- 2) Authorize the Chair to sign the Resolution for Lease, and the Manager to sign the Lease Agreement upon final review by the County Attorney.

BACKGROUND: The Preservation Fund of Hillsborough, Inc. (Preservation Fund), a non-profit historic preservation organization, has partnered with Orange County since the 1990s to restore the Norwood Law Office and has furnished it as a historic museum room to depict a typical mid-19th century law office. The Preservation Fund raised all funds required for the major restoration of the structure in 1997 to ensure that Orange County's only surviving brick law office was preserved at no cost to the County. Since then the Preservation Fund has worked cooperatively with local historical groups to open the Norwood Law Office to the public for special events and during regular walking tours of the downtown area. The building does not have heating or air conditioning, nor does it have any restroom facilities. In 2018, the Preservation Fund provided the County with additional funding to pay for the restoration of the exterior brickwork. The purpose of this lease is to formalize this long-term partnership between the County and the Preservation Fund. The building will continue to be opened for tours and special events.

The Lease Agreement contemplates a three-year period beginning November 1, 2021 and ending October 31, 2024, with the option to renew for an additional three-year term. The Preservation Fund will be responsible for maintaining the required liability insurance and will perform additional interior restoration work as needed, under County supervision. The Lease Agreement includes language that addresses the possibility of future major redevelopment of the former jail property.

FINANCIAL IMPACT: The County would receive \$100 per year for the lease term. In addition, the County will benefit from having the required level of liability insurance coverage for the premises provided at no cost. The Preservation Fund will pay all costs associated with interior painting and other needed interior repairs.

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

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

RECOMMENDATION(S): The Manager recommends that the Board

- 1) Approve a three-year lease agreement with the Preservation Fund of Hillsborough, Inc., for the historic Norwood Law Office, consisting of a single historic exhibit room of approximately 270 square feet, located at 135 Court Street; and
- 2) Authorize the Chair to sign the Resolution for Lease, and the Manager to sign the Lease Agreement upon final review by the County Attorney.

Norwood Law Office

135 Court Street, Hillsborough

Ownership: Owned

Year Built: c. 1830

Year Added: 1925

Gross Square Footage: 270

Building Notes: Historic law office, consists of a single room, no heating or air conditioning, no bathroom. Restored by private funds in 1997. Brickwork restored 2018. New wood shingle roof and gutters installed in 2019.





Aerial view of property and building

**STATE OF NORTH CAROLINA
COUNTY OF ORANGE****LEASE**

THIS LEASE "Lease", made and entered into as of the 1st day of November, 2021, by and between Orange County, hereinafter referred to as "County," and The Preservation Fund of Hillsborough, Inc., hereinafter referred to as "Tenant;"

WITNESSETH:

THAT FOR and in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do hereby agree as follows:

1. Premises. County does hereby lease and let unto Tenant and Tenant does hereby accept as Tenant those certain premises designated as the Norwood-Jones Law Office, 135 Court Street, Hillsborough, Orange County, North Carolina ("Lease Premises," "Premises," or "Leased Premises"), situated on that parcel having PIN 9874068114 and as more particularly shown on EXHIBIT A appended hereto.

2. Acceptance of Premises. The Tenant represents that the Leased Premises, the sidewalks and structures adjoining the same, any subsurface conditions thereof, and the present uses and non-uses thereof have been examined by the Tenant. The Tenant accepts the same in the condition in which they now are without representation or warranty, express or implied, in fact or by law, by the County, the nature, condition or usability thereof, or the uses to which the Leased Premises may be put. Provided, County shall be responsible for ensuring that the exterior walls and roof, the lighting system (excluding such additions as may be required for Tenant's business operation) and the exterior grounds are in good repair on the date of commencement of the Lease term. County represents and warrants to Tenant that it holds unencumbered fee title to the Lease Premises. The County shall not be responsible for any latent defect or change of condition in such building, improvements, and personalty, and the rent hereunder shall in no case be withheld or diminished because any defect in such property, any change in the condition thereof, any damage occurring thereto or the existence with respect thereof of any violations of the laws or regulations of any governmental authority, except as hereinafter provided. In addition, Tenant acknowledges that the Lease Premises is a smoke free building and grounds and tobacco use inside of the building or on the grounds is prohibited. Tenant hereby acknowledges that the County may engage in construction activities at or near the leased site. The tenant agrees that it shall not be entitled to any damages as a result of the same, or any diminished use of the property as a result of such activities.

3. Term and Rental.

(a) This Lease shall commence on November 1, 2021, and shall continue for a term of thirty-six (36) months, ending on October 31, 2024, both dates inclusive, unless sooner terminated as herein provided. Upon mutual written agreement, this Lease may be renewed for up to one thirty-six (36) month term. Any renewal may be for the entire Leased Premises. Any such renewal shall be subject to a mutually agreed upon increase in rent.

(b) Tenant shall deliver to County a deposit in the amount of Two Hundred Fifty Dollars (\$250.00). Deposit shall be held as a security deposit against claims for damages. This money may be deposited for the exclusive use of Orange County and will be returned to Tenant at the end of the Lease within 30 days provided there has been no damage to the Leased Premises.

(c) The Tenant agrees to pay the County without demand at its office, or at such other place or places as County may from time to time designate in writing, the sum of One Hundred Dollars (\$100.00) per year for the three-year lease term, on or before the November 1st on each year of the lease term.

(d) The extension of time for the payment of any installment of rent, or the acceptance by the County of any money other than of the kind herein specified, shall not be a waiver of the right of the County to insist on having all other payments of rent made in the manner and at the time herein specified.

(e) If any installment of rent is not received by November 1st, Tenant shall pay as additional rent a past due payment fee of Fifty Dollars (\$50.00). This additional rent shall be due immediately without demand therefore and shall be added to and paid as a part of the installment payment of rent with respect to which it is incurred.

4. Holdover. If the Tenant shall remain in possession of the Leased Premises after the expiration of the original or renewal period as set out above, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, rent shall be the rent in effect during the last month of the term immediately preceding.

5. Insurance. The County shall keep in force insurance to provide for property damage to the building for replacement cost purposes.

The Tenant shall maintain fire and casualty insurance covering the Tenant's fixtures, equipment, and other property located in the demised premises.

Tenant shall keep the Leased Premises insured, at its sole cost and expense, against claims for personal injury or property damage under a policy of public liability insurance, with limits of at least \$1,000,000 for bodily injury and \$100,000 for property damage. Such policies shall name the County as additional named insured under the policy.

The Tenant shall provide the County certificates of such insurance at or prior to the commencement of the term of this Lease, and thereafter within ten (10) days prior to the expiration of such policies. Such policies shall provide that the same may not be canceled without at least ten (10) days prior written notice to County.

6. Rental Adjustment. In addition to the base rental, the Tenant shall assume and pay any additional fire insurance premium, hazard insurance premium, or other extended coverage insurance premium required because of any operation or use of said premises over and above the insurance premium required to be paid by County in the absence of said operation or use.

7. Signs. The County will coordinate with the Town of Hillsborough to provide and maintain a main building identification sign in front of the building. The Tenant reserves the right to install special signage it deems appropriate to properly direct the public to the services offered at the Leased Premises. Any special Tenant sign will be at the sole cost of the tenant but in the same styling, to be approved by the County's Cultural Resources Coordinator, provided, however, that the County shall not unreasonably withhold approval of such signs as Tenant may desire. Signage must also be approved by the Town of Hillsborough. Upon the

termination of this Lease the Tenant shall remove all special signs and repair any damage to the Leased Premises caused by the erection, maintenance, or removal of such special signs.

8. Repairs. The County shall be responsible for repairs and maintenance of the roof and outside walls and other external structural members, including the foundation of the Leased Premises. The County shall be responsible for maintenance of the electrical, plumbing, and the heating plant/air-conditioning systems in such condition as existed at the commencement of this Lease, which County warrants to be in good working condition as of the date of this Lease. The County shall be responsible for the removal of snow (in a timely manner) from the walkways. In addition, County shall mow the grass on the Leased Premises. The Tenant shall not cause or permit any waste, damage or injury to the Leased Premises. The Tenant, at its sole expense, shall keep the Leased Premises clean and in good condition (reasonable wear and tear excepted), and shall make all repairs, replacements and renewals, whether ordinary or extraordinary, seen or unseen, including all structural repairs, necessary to maintain the interiors of the Leased Premises. All repairs, replacements and renewals shall be at least equal in quality of materials and workmanship to that originally existing in the Leased Premises. Such repair and maintenance the Tenant shall be responsible for include wall and ceilings (including the painting thereof); maintenance of floors, and the cleaning of all buildings. The County shall in no event be required to make any repair, alteration or improvement to the interior of the Leased Premises, excepting obligations which are the responsibility of the County as noted above or which are made necessary because of fire and other unavoidable casualties covered by the County' fire and extended coverage insurance, and excepting reasonable wear and tear. The Tenant shall be responsible for grounds care, if any is required, except for mowing and snow/ice removal on walkways. The Tenant shall promptly notify Orange County Asset Management Services for notice of any needed repairs. The Tenant shall repair and maintain those things that are the responsibility of the County if repair and maintenance is necessary because of the fault, act, or negligence of the Tenant, its agents, subtenants, employees, or business invitees. Any equipment replaced by the Tenant shall belong to the Tenant, save equipment replaced in connection with Tenant's obligation to maintain the Leased Premises in the same condition as exists at the commencement of this Lease, and all proceeds from the disposition thereof may be retained by the Tenant. The Tenant shall indemnify the County against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands including reasonable attorney fees, because of Tenant's failure to comply with the foregoing.

9. Improvements. No substantial alteration, addition, or improvement to the Leased Premises shall be made by the Tenant without the written consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any alteration, addition, or improvement made by the Tenant after such consent shall have been given and any fixtures permanently installed as part thereof, shall, at the County's option, become the property of the County upon expiration of or other sooner termination of this Lease; provided however, that the County shall have the right to require the Tenant to remove such fixtures at the Tenant's cost upon such termination. This clause shall not preclude Tenant from decorating the interior of the Leased Premises from time to time in Tenant's discretion.

10. Liens for Improvements by Tenant. The Tenant shall not permit any mechanic's lien to be filed against the fee of the property because of work, labor, services, or materials supplied or claimed to have been supplied, whether prior or after the commencement of the term hereof, to the Tenant or anyone holding the Leased Premises, through or under the Tenant. If any such mechanic's lien shall at any time be filed against the Leased Premises, the Tenant shall, within 30 days after notice of the filing thereof, cause such lien to be discharged of

record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If the Tenant shall fail to cause such lien to be discharged within such 30 day period, then, in addition to any other right or remedy of the County, the County may, but shall not be obligated to, discharge such lien either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event the County shall be entitled, if the County so elects, to compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor and to pay the amount of the judgment for and in favor of the lienor, with interest, costs and all other allowances. Any amount paid by the County for any such purposes, shall be repaid by the Tenant to the County on demand, with interest thereon at the rate of 6% per annum from the date of payment, and if unpaid may be treated as additional rent as provided for elsewhere in this Lease. Nothing in this Lease shall be construed in any way as constituting the consent or request of the County, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialmen for the performance of any labor or the furnishing of any materials for any property or as giving the Tenant the right, power of authority to contract for or permit the rendering of any service or the furnishing of any material that would give rise to the filing of any mechanic's lien against the fee of the Leased Premises.

11. Tenant's Warranty of Non-Disturbance. Tenant hereby expressly covenants and agrees that the Tenant shall be responsible for controlling the noise level emanating from the Tenant's use of the demised premises in such a way that other occupants of the building of which the demised premises are a part shall not be disturbed. Tenant shall be responsible for and pay for the installation of any special padding for other noise suppression devices that may be required for control of the level of sound emanating from the demised premises.

12. Tenant's Obligation to Comply with Applicable Laws and Compliance with Requirements of Insurance Policies. The Tenant shall, throughout the term of this Lease at its sole expense, promptly comply with all laws and regulations of all federal, state, and municipal governments and appropriate departments, commissions, boards and officers thereof, and the orders and regulations of the National Board of Fire Underwriters, or any other body now or hereafter exercising similar function, which may be applicable to the Leased Premises, the fixtures, and equipment therein, and the sidewalks and curbs adjoining the Leased Premises. The Tenant shall comply with the requirements of all policies of public liability, fire and all other types of insurance at any time in force with respect to the building and other improvements on the Leased Premises.

13. Utilities. Tenant shall be responsible for gas and electricity where separately metered, as well as telephone, pest control and water, used, rendered, or supplied upon the Leased Premises. The County shall be responsible for trash and recycling costs.

14. Condition of Premises. The Tenant shall, during the term of this Lease and any renewal or extension hereof, at its sole expense, cause the Leased Premises to be kept clean and in a manner satisfactory to the County.

15. Surrender in Same Good Order and Condition. The Tenant shall vacate the Leased Premises in the good order and repair in which such property now is, ordinary wear and tear excepted, and shall remove all its property therefrom so that the County can repossess the Leased Premises no later than Noon on the day upon which this Lease ends, whether upon notice or by holdover or otherwise. The County shall have the same rights to enforce this covenant by ejectment and for damages or otherwise as for the breach of any other condition or covenant of this Lease. Tenant may at any time prior to or upon the termination of this Lease

or any renewal or extension thereof remove from the Leased Premises all materials, equipment, and property of every other sort or nature installed by the Tenant thereon, provided that such property is removed without substantial injury to the Leased Premises. No injury shall be considered substantial if it is promptly corrected by restoration to the condition prior to the installation of such property, if so requested by the County. Any such property not removed shall become the property of the County.

16. Prohibition Against Unlawful or Extra-Hazardous Use and Enforcement Against Subtenants. The Tenant may use and occupy the Leased Premises for general office uses, educational programs, and special events and for no other purpose without the prior written consent of County. Tenant shall not use or occupy nor permit the Leased Premises or any part thereof to be used or occupied for any unlawful business, use or purpose, nor for any business, use, or purpose deemed extra-hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. The Tenant shall promptly, after the discovery of any such unlawful or extra-hazardous use, take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove any subtenants, occupants, or other persons guilty of such unlawful or extra-hazardous use. The Tenant shall indemnify the County against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including reasonable counsel fees, arising out of any violation of or default in these covenants.

17. County's Right to Cause Expiration or Termination upon Listed Defaults

(a) The occurrence of any of the following shall constitute an event of default:

1. Delinquency in the punctual payment of any rent or additional rent payable under this Lease when such rent shall become payable. Should such rent payment not be made when due then upon the expiration of five days after the due date, such rent payment shall be delinquent.

2. Delinquency by the Tenant in the performance of or compliance with any of the conditions contained in this Lease other than those referred to in the foregoing subparagraph 1, for a period of 30 days after written notice thereof from the County to the Tenant. In the event, Tenant is incapable of curing the default within such thirty (30) day period, the County may in its discretion extend the time for as long as the County deems necessary to cure such default. Provided, however, the Tenant shall promptly and diligently commence action to cure such default and provide County with evidence of Tenant's intent to cure the default. Any additional period beyond thirty (30) days granted to Tenant to cure any default shall not be extended to jeopardize the interest of the County in this Lease or to subject the County to any civil or criminal liabilities.

3. Filing by the Tenant in any court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Tenant's property, or an assignment by the Tenant for the benefit of creditors.

4. Filing against the Tenant in any court pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee of all or a portion of the Tenant's property, if within 180 days after the commencement of any such proceeding against the Tenant such petition shall not have been dismissed.

(b) Upon the expiration or termination of this Lease, the Tenant shall peacefully surrender the Leased Premises to the County, and the County, upon or at any time after such expiration or termination, County may, without further notice, reenter the Leased Premises and repossess it by force, summary proceedings, ejectment, or otherwise, and may dispossess the Tenant and remove the Tenant and all other persons and property from the Leased Premises and the right to receive all rental income therefrom.

(c) At any time after such expiration, the County may relet the Leased Premises or any part thereof, in the name of the County or otherwise, for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) as the County, in its uncontrolled discretion, may determine, and may collect and receive the rent thereof.

(d) No such expiration or termination of this Lease shall relieve the Tenant of its liability or obligations under this Lease, and such liability and obligations shall survive any such expiration or termination. In the event of any such expiration or termination, whether or not the Leased Premises or any part thereof shall have been relet, the Tenant shall pay to the County the rent and additional rent required to be paid by the Tenant up to the time of such expiration, and thereafter the Tenant, until the end of what would have been the term of this Lease in the absence of such expiration, shall be liable to the County for, and shall pay to the County, as and for liquidated and agreed current damages for the Tenant's default:

1. The equivalent of the amount of the rent and additional rent which would be payable under this Lease by the Tenant if this Lease were still in effect, less

2. The greater of:

(a) The fair rental value of the Leased Premises for the remaining term of the Lease, after deducting all the County's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage Commissions, legal expenses, reasonable attorney's fees, alteration costs, and expenses of preparation for such reletting.

(b) The net proceeds of any reletting effected pursuant to the provisions of paragraph d. of this article, after deducting the County's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney's fees, alteration costs, and expenses of preparation for such reletting.

(e) The Tenant shall pay such current damages (herein called "deficiency") to the County monthly on the days on which the rent and additional rent would have been payable under this Lease if this Lease were still in effect, and the County shall be entitled to recover from the Tenant each monthly deficiency as such deficiency shall arise. At any time after any such expiration, whether the County shall have collected any monthly deficiency, the County shall be entitled to recover from the Tenant, and the Tenant shall pay to the County, on demand, as and for liquidated and agreed final damages for the Tenant's default, an amount equal to the difference between the rent and additional rent reserved hereunder for the expired portion of the Lease of the Leased Premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Leased Premises for the period for which such

installment was payable shall be discontinued to the date of termination at the rate of four percent per annum.

(f) The terms "enter", "reenter", "entry", or "reentry" as used in this Lease are not restricted to their technical meaning.

18. Lien on Tenant's Improvements and Personal Property. The County shall have first lien paramount to all others on every right and interest of the Tenant in and to this Lease, and on any building or improvement on or hereafter placed on the Leased Premises, and on any furnishings, equipment, fixtures, or other personal property of any kind belonging to the Tenant, or the equity of the Tenant therein, on the Leased Premises. Such lien is granted for the purpose of covenanted to be paid by the Tenant, and for the purpose of securing the performance of all the Tenant's obligations under this Lease. Such liens shall be in addition to all rights of the County given under statutes of this state, which are now or shall hereinafter be in effect. The provisions of this paragraph shall not be applicable to liens existing at the commencement of this Lease.

Provided, that the County may, at its option, agree to subordinate this lien to liens arising about purchased of equipment or leasehold improvement financing by Tenant, which agreement County covenants not to unreasonably withhold.

19. County's Right to Receiver upon Tenant's Default. In addition to any other security for the performance of this Lease, the Tenant hereby assigns to the County all the rents and profits which might otherwise accrue to the Tenant from the use, enjoyment, and operation of the Leased Premises, such assignment to become effective, however, only after default by the Tenant in the performance of its obligations under this Lease. If the County, upon default of the Tenant, elects to file a suit in equity to enforce the Lease and protect the County's right hereunder, the County may upon notice to the Tenant, as ancillary to such suit, apply to any court having jurisdiction for the appointment of a receiver of the Leased Premises, the improvements and buildings located thereon, the personal property located therein, and thereupon the court may forthwith appoint a receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by such court as a matter of strict right to the County and without consideration of the adequacy of the value of the Tenant's interest in the Lease, or of the value of the property, or the commission of waste thereon, or the deterioration thereof. Nothing herein shall prevent the enforcement of the County's lien for rent in any court or by proceeding authorized to the laws of this state, or the institution by the County of a separate proceeding in equity for the appointment of a receiver as an ancillary remedy to protect the rights and interest of the County. Any and all remedies or proceedings are considered cumulative and not exclusive.

20. Waiver of County's Rights Only by Written Instrument. No failure by the County to insist upon the strict performance of any item or condition of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any claim, breach, or of any such term or condition. No term or condition of this Lease required to be performed by the Tenant, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the County. No waiver of any breach shall affect or alter any term or condition in this Lease, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

21. Performance of Tenant's Obligations - Unpaid Insurance Premiums

(a) If the Tenant shall at any time fail to pay any amount in accordance with the provisions of this Lease, or shall fail to take out, keep in force, or shall fail to perform any of its other obligations under this Lease, then the County may after notice and opportunity to cure in accordance with the provisions of Section 17(a)2, or without notice if any emergency exists, and without releasing the Tenant from any obligation of the Tenant contained in this Lease, may (but shall be under no obligation to) pay any amount payable by the Tenant hereunder, and perform any other act required to be performed by the Tenant hereunder. The County may enter upon the Leased Premises for such purposes and take any action necessary therefore.

(b) All sums so paid by the County and all costs and expenses incurred by the County in connection with the performance of any such act, together with interest thereon at the rate of 6% per annum from the respective dates of each such payment and such costs and expenses, shall constitute additional rent payable by the Tenant under this Lease and shall be paid by the Tenant to the County on demand.

(c) Notwithstanding anything in this Lease to the contrary, the County shall not be limited in any damages which the County may claim against the Tenant by reason of the Tenant's failure to provide and keep insurance in force to the amount of the insurance premiums not paid or incurred by the Tenant. The County shall also be entitled to recover as damages for such breach the uninsured amount of any loss, together with damages, costs, and expenses of any suit offered or incurred by reason of damage to the Leased Premises occurring during any period when the Tenant shall have failed to provide and keep such insurance in force.

22. Taxes. The County shall pay and be responsible for: any and all the ad valorem real property taxes and assessments with respect to the Premises. Tenant shall pay and be responsible for: any and all taxes and assessments on the equipment, inventory, or other business assets.

23. Right of Entry. The County or its agent shall within twenty-four (24) hours notice have the right to enter the Leased Premises at reasonable times during normal County business hours in order to examine it or to show it to prospective purchasers or lessees. The County shall be allowed to take all material into and upon the Leased Premises that may be required therefore without the same constituting an eviction of the Tenant in whole or in part. During the last month prior to the expiration of the term of this lease, the County may place upon the Leased Premises the usual notices "To Let" or "For Sale", which notices the Tenant shall permit to remain thereon without molestation. If during the last month of the term the Tenant shall have removed all or substantially all of the Tenant's property therefrom, the County may, with the Tenant's permission, immediately enter and later, renovate and redecorate, the Leased Premises without elimination of abatement of rent and without liability to the Tenant for any compensation, and such acts shall have no effect upon this Lease. If the Tenant or its employees shall not be personally present to permit entry at any time when an entry therein shall be immediately necessary, as herein provided, the County may enter the premises by such means as may be appropriate, including forcible entry, without rendering the County or such agents liable therefore (if during such entry the County or his agents shall accord reasonable care to the Tenant's property), and without in any manner affecting the obligations and covenants of this Lease. The County's right of reentry shall not be deemed to impose upon the County any obligation, responsibility or liability for the care, supervision or repair of the Leased Premises other than as herein provided. In the event that it becomes necessary for County to replace or repair any major component or any structural or other system in the Leased Premises, the County shall have full and unrestricted access to the building and the Leased Premises. The County reserves the right temporarily to interrupt, curtail, stop or

suspend air-conditioning and heating service, and all other utility or other services, because of accident or emergency or for repairs, alterations, additions, or improvements, or because of the County's inability to obtain, or difficulty or delay in obtaining, labor or materials necessary therefore or compliance with governmental restrictions in connection therewith, or because of any other cause beyond the County's reasonable control, provided that, except in cases of emergency, the County will use its best efforts to limit such stoppage to after-business hours, will notify the Tenant in advance, if possible, of any such stoppage, and, if ascertainable, its estimated duration, and will proceed diligently with the work necessary to resume such service as promptly as possible and in a manner and at times as will not materially interfere with or impair the Tenant's use of the Leased Premises. No diminution or abatement of fixed rent or other compensation shall be claimed by the Tenant, nor shall this Lease or any of the obligations of the Tenant hereunder be affected or reduced by reason of such interruption, stoppage, or curtailment, nor shall the same give rise to a claim in the Tenant's favor that such failure constitutes total or partial eviction from the Leased Premises, provided that if the Leased Premises shall be unreasonably untenable for a continuous period of more than four business days by reason of any such stoppage, the fixed rent payable by the Tenant shall abate until the Tenant shall be again able to use the Leased Premises.

24. Destruction by Fire or Other Casualty. In the event the premises or any substantial portion thereof are destroyed by fire or other casualty during the term of this Lease, it is understood and agreed that County shall have no obligation to rebuild and, at the election of County or Tenant, the Lease may be terminated.

25. Condemnation. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between the County and the Tenant as of the date of the surrender of possession. Such termination shall be without prejudice to the rights of either the County or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the County nor the Tenant shall have any rights in or to any award made to the other by the condemning authority.

26. Assignment of Lease. The Tenant shall not assign, mortgage, or encumber this Lease, nor sublet or permit the Leased Premises or any part thereof to be used by others, without the prior written consent of the County in each instance. Tenant may request an assignment authority from County. Such authority may only be granted in a written instrument approved by County. If this Lease is assigned, or if the Leased Premises or any part thereof, is sublet, or occupied by anybody other than the Tenant, the County may, after an event of default, as hereinabove defined, by the Tenant, collect rent for the assignee, subtenant, or occupant and apply the net amount collected to the rent herein reserved. No such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of this assignee, subtenant, or occupant as tenant, or a release or amendment of covenants in this Lease. The consent by the County to an assignment or subletting shall not be construed to relieve the Tenant from obtaining the consent in writing of the County to any further assignment or subletting.

27. Assignment of Interest in Rents. The County shall have the right, without selling its fee interest in the Leased Premises or assigning its interest in this Lease, to assign from time to time the whole of the net rent at any time payable hereunder to persons, firms, corporations, trusts or other entities designated by the County in a written notice to the Tenant,

and in any such case the Tenant shall pay the net rent, subject to the terms of this Lease, to the County's designee at the address mentioned in any such notice for the period covered by such assignment.

28. Exoneration from Liability. The County shall not be liable and Tenant shall indemnify and defend County for any personal injury to the Tenant or to its officers, agents and employees, or to any other occupant of or third party on any part of the Leased Premises, regardless of how such injury or damage may be caused, whether from action of the elements or acts of negligence of the occupants of adjacent properties, or any other persons; provided that nothing contained herein shall relieve the County of the consequences of its own negligence.

29. Reimbursement of Expenses. The Tenant shall defend and indemnify the County against all legal costs and charges, including reasonable attorney fees lawfully and reasonably incurred, in obtaining possession of the Leased Premises after default of the Tenant or after the Tenant's default in surrendering possession upon the expiration or earlier termination of the term of the Lease or enforcing any covenant of the Tenant herein contained. The Tenant further covenants that in case the County shall be made party to any litigation commenced against the Tenant, due to act or omission on the part of the Tenant alone, then the Tenant shall pay all expenses, costs, and reasonable attorney's fees incurred by or imposed on the County in connection with such litigation, and such expenses, costs, and attorney's fees shall be additional rent due on the last day after services of notice of such payment or payments, together with interest at a rate of 6% per annum from the date of payment, and shall be collected as any other rent specifically reserved herein. Provided that this claim shall not be applicable where the County shall be made a party by reason of any independent liability of the County caused by some act or omission on the part of the County or resulting from any act or omission on the part of both Tenant and County.

30. Smoke Free Facility. Tenant acknowledges that County buildings are smoke-free. Tenant shall ensure that employees, customers or invitees of the Tenant abide by the County's ordinances and Board of Health Rules which prohibit smoking.

31. Weapons Prohibited. Tenant acknowledges that by law weapons are prohibited in County facilities. Tenant will ensure that employees, customers, or invitees of the Tenant abide by the County's ordinance that prohibits weapons in the facility.

32. Notice by Registered or Certified Mail. Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The County hereby designates its address as:

Orange County
Attn: Director of Asset Management
131 West Margaret Lane; Suite 301
PO Box 8181
Hillsborough, NC 27278
919-245-2658

The Tenant hereby designates its address as:

The Preservation Fund of Hillsborough

Attn: Pat Revels
329 West King Street
Hillsborough, NC 27278
Phone number: 502-432-4662

33. Grammatical Usage. In construing this Lease feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

34. Use of the Premises for Historic Preservation and Educational Purposes. Tenant agrees to utilize the Premises for the purposes of carrying out its organizational mission to promote the preservation of historic structures, properties and other cultural resources in and around Hillsborough, NC, and will allow for regular public access to the Premises through guided tours and other historical interpretive programs.

35. Memorandum of Lease. County and Tenant shall execute a Memorandum of Lease for recordation. Such Memorandum of Lease shall comply with Article 8 of Chapter 47 of the North Carolina General Statutes.

36. Entire Agreement. This Lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, or discharge it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

[Signature Page to Follow]

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

COUNTY:

ATTEST:

BY: _____
Bonnie B. Hammersley, County Manager Laura Jensen, Clerk to the Board

TENANT:

WITNESS:

Pat Revels, President
The Preservation Fund of Hillsborough, Inc.

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that Laura Jensen personally appeared before me this date and acknowledged that she is the Clerk to the Board of Commissioners of Orange County, and that by authority duly given and as the act of Orange County, the foregoing instrument was signed in its name by Bonnie B. Hammersley, sealed with its official seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the _____ day of _____, 2021

Notary Public

My Commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, _____, a Notary Public, do hereby certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement.

WITNESS my hand and official seal this the _____ day of _____, 2021.

Notary Public

My commission expires: _____

**ORANGE COUNTY BOARD OF COMMISSIONERS
RESOLUTION LEASING PROPERTY UP TO TEN YEARS**

Whereas, Orange County owns the historic Norwood Law Office, located at 135 Court Street, Hillsborough, NC 27278, comprising approximately 270 unconditioned square feet (the “Premises”); and

Whereas, The Norwood Law Office, built c. 1830, was purchased by Orange County in 1925 at the time it was preparing to develop a large new jail, built in 1926; and

Whereas, Orange County has utilized the Norwood Law Office for a variety purposes since 1925, including as the first office of the Agricultural Extension Agent; and

Whereas, The Historic Preservation Fund of Hillsborough, Inc. desires to lease the Norwood Law Office, Hillsborough, Orange County, North Carolina, for the purpose of maintaining the interior historic exhibit room for the public benefit; and

Whereas, The Historic Preservation Fund of Hillsborough, Inc. raised private funds to pay for the cost of critical structural repairs and the full restoration of the Norwood Law Office in 1997, and

Whereas, The Historic Preservation Fund of Hillsborough, Inc., will pay an annual rent of \$100 over the course of an initial 3 year term with automatic renewal for one three (3) year term; and

Whereas, North Carolina General Statute 160A-272 authorizes the lease of county-owned properties for terms of up to ten years upon resolution of the Board of Commissioners at a regular meeting after thirty days’ public notice; and

Whereas, in consideration of the annual rent and the need to continue to preserve the historic Norwood Law Office, the Board of Orange County Commissioners desires to lease the building to The Historic Preservation Fund of Hillsborough, Inc., the required notice has been published and the Board of Commissioners is convened at a regular meeting;

NOW THEREFORE BE IT RESOLVED that the Board of Orange County Commissioners hereby approves the lease of the County property described above to The Historic Preservation Fund of Hillsborough, Inc., for a term of three years commencing November 1, 2021, with the option to renew for up to one three (3) year term, approves the signed lease, and directs the execution, registration, and filing of all necessary instruments accordingly.

This the 19th Day of October, 2021.

Renee Price, Chair
Orange County Board of Commissioners

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2021

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

SUBJECT: Approval of the Management Services Agreement for the Piedmont Food Processing Center

DEPARTMENT: County Manager (Food Council)

ATTACHMENT(S):
PFPC Management Services Agreement

INFORMATION CONTACT:
Ashley Heger, 919-245-2146

PURPOSE: To approve a management services agreement between Piedmont Food Processing Center (PFPC) which establishes a legal agreement under which the County can continue working with and supporting PFPC to provide shared kitchen incubator services.

BACKGROUND: In 2011, Orange County was one of four county government partners that helped to establish the Piedmont Food and Agriculture Processing Center. The Center has changed names, staff and leadership, and scope of services in the past 10 years. Piedmont Food Processing Center (PFPC) currently operates shared kitchen spaces and provides food business incubator services inside an Orange County facility. The proposed management services agreement defines responsibilities for building usage and maintenance, financial reporting, and all other relevant needs related to the County's building and the services provided by PFPC. The agreement term is five (5) years with the possibility of extending or discontinuing the agreement if any conditions are breached.

FINANCIAL IMPACT: The County is responsible for building and property maintenance as well as capital equipment as defined in the agreement. The County's Asset Management Services Department will manage all relevant building and equipment needs using the same processes for all other County assets. Other financial impacts are defined in the agreement and includes the following language: "PFPC shall receive no monetary compensation for services provided pursuant to this Agreement. Full compensation and consideration to PFPC for its services shall consist of PFPC's access to and use of the Facility and Capital Equipment." (From Page 6, Section 2.5, Compensation and Revenues)

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve and authorize the Chair to sign the attached Management Services Agreement for the Piedmont Food Processing Center.

MANAGEMENT AGREEMENT
BETWEEN
ORANGE COUNTY, NORTH CAROLINA
AND
PIEDMONT FOOD PROCESSING CENTER, INC.

Dated as of _____

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this "Agreement") dated as of the _____ by and between Orange County, North Carolina, P.O. Box 8181, Hillsborough, NC 27278, a political subdivision of the State of North Carolina ("the County"), and Piedmont Food Processing Center, Inc. 500 Valley Forge Road, Hillsborough NC 27278 ("PFPC").

BACKGROUND

The County is the owner of a food processing facility ("Facility") intended to serve as an economic development incubator for food businesses.

PFPC is engaged in the business of providing management services, including operations services and consultation for regional food startup businesses.

The County desires to engage PFPC, and PFPC desires to accept such engagement, to provide management services for the Facility on the terms and conditions set forth herein.

The County and PFPC intend to work in mutual accord in order to ensure provision of high quality management services, thereby enhancing the use and enjoyment of the Facility.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

For purposes of this Agreement, the following terms have the meanings referred to in this Section 1:

"ADA" - the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213 as amended by the Civil Rights Act of 1991 (42 U.S.C. Section 1981(a)) and the ADA Amendment Act of 2008, as it now exists and as it may be amended in the future by statute or judicial interpretation.

"Capital Equipment" - any and all furniture, fixtures, machinery or equipment, either additional or replacement, having a per item original cost of \$2,500 or more and an expected useful life or more than one year.

"Capital Improvements" - any and all building additions, alterations, renovations, repairs or improvements that have an initial dollar cost of not less than \$2,500 per project.

"County" - as defined in the first paragraph of this Agreement.

"Contract Administrator" - the designated administrative official of County appointed by County to act on matters pertaining to this Agreement.

"Facility" - as defined in the first paragraph of the Background section of this Agreement.

"Facility Policy Manual" - the policy manual provided by PFPC to the County containing certain operating and employment policies customarily utilized by PFPC in connection with the management of a publicly owned facility.

"Fiscal Year" - a one year period beginning January 1 and ending December 31.

"Laws" - all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions.

"Losses" – any and all losses, liabilities, claims, damages and expenses (including reasonable attorneys fees and costs).

"Management Term" - as defined in Section 3.1 hereof.

"Operating Expenses" - any and all expenses and expenditures incurred by PFPC in providing food processing, food storage, and operational support to startup food processing businesses and maintaining the facility, including, but not limited to: employee compensation and related expenses, employee benefits, parking and other fringe benefits, supplies, material and parts costs, costs of any interns and independent contractors, advertising, marketing and public relations costs and commissions, janitorial and cleaning expenses, information technology costs, dues, subscriptions and membership costs related to operating the Facility, the costs of procuring, administering and maintaining the insurance referred to in Section 7 below (including, without limitation, the amount of any premium or deductible under any such policy), amounts expended to procure and maintain permits and licenses, charges, taxes, excises, penalties and fees, professional fees, printing and stationery costs. Operating Expenses shall not include expenses or expenditures in connection with Capital Improvements and Capital Equipment purchases.

"Operating Revenues" - any and all revenues of any kind or nature derived from operating and managing the Facility, including, but not limited to: license, lease and rentals, facility user fees, and food service and concession revenues.

"Renewal Term" - the additional period for which this Agreement may be renewed at the option of the County in accordance with Section 3.1 hereof beyond the Management Term.

"PFPC" - as defined in the first paragraph of this Agreement.

2. PFPC Scope of Services and Revenues

2.1 Engagement.

(a) General Scope. The County hereby engages PFPC to provide management services by operating commercial kitchen space at the Facility in order to enable local food and agricultural entrepreneurship. At the Facility, PFPC will also manage, maintain and provide spaces for dry, refrigerated and frozen storage, and office space available for rent to food enterprises engaged with PFPC.

(b) Manager of the Facility. Subject to the terms of this agreement, PFPC shall be the sole and exclusive manager to manage, operate and promote the Facility during the Management Term and the Renewal Term, if any. In such capacity, PFPC shall have authority over the day-to-day operation of the Facility and all activities therein; provided that PFPC shall follow all policies and guidelines of the County hereafter established or modified by the County that the County notifies PFPC in writing are applicable to the Facility.

(c) Approval of the County. To the extent that the approval of the County is required under the terms of this Agreement, the written approval of the Contract Administrator shall constitute the approval of the County, except to the extent the approval of another party is expressly required by the terms of this Agreement.

(d) Standards for Measurement of PFPC's Performance. The County is entering into this Agreement in part based upon PFPC's expertise and experience in managing and promoting PFPC and that PFPC will utilize all of its good-faith commercially reasonable efforts to manage the Facility in a first-class, high-quality, fiscally responsible manner and in the County's best interest. It is the intention of the parties hereto that PFPC will use its good faith commercially reasonable efforts to improve the quality of operations and programming at the Facility.

2.2 Scope of Services -- Generally.

PFPC shall take all reasonable precautions to prevent damage to the Facility, from fire or other causes, to prevent bodily and other personal injury, and to prevent loss from theft or other causes. Such precautions shall include taking any action required by the County's or PFPC's insurance carriers. PFPC shall, upon daily opening and closing the Facility, inspect the Facility with reasonable care to ensure dangerous or unsafe conditions are addressed and to the extent possible remediated.

2.3 Specific Services.

Without limiting the generality of the foregoing, and subject to the provisions hereof, PFPC shall provide, and shall have the authority to provide without (except as otherwise

expressly provided herein) any prior approval by the County, all of the following management services for the Facility:

- (a) Administer relationships with all food enterprises engaged with PFPC in any manner whatsoever;
- (b) Negotiate, execute in its own name, deliver and administer any and all licenses, occupancy agreements, rental agreements, advertising agreements, supplier agreements, service contracts (including, without limitation, contracts for cleaning, waste disposal, general maintenance and inspection of all systems, equipment, and other safety equipment, staffing and personnel needs, and other services which are necessary or appropriate and all other contracts and agreements in connection with the management, promotion and operation of the Facility;
- (c) The County shall be responsible for: (1) general maintenance and inspection of the fire control system located at the Facility; (2) the timely removal of snow from the walkways and ADA parking area; (3) undertaking all Capital Improvements and Capital Equipment as provided in Section 4;
- (d) Establish and adjust leases and user fees. In determining such fees and rate schedules, PFPC shall evaluate comparable charges for similar services at similar and/or competing facilities;
- (e) After consultation with the County, institute or defend, with counsel agreed to by both parties, such legal actions or proceedings as PFPC shall deem necessary or appropriate in connection with the operation of the Facility, including, without limitation, to collect charges, rent, user fees, or other revenues due or to cancel, terminate or sue for damages under, any license, or service agreement for the breach thereof or default thereunder by any licensee or user of the Facility;
- (f) Provide day-to-day administrative services in support of its management activities pursuant to annual plans described herein, including, but not limited to, the acquisition of services, equipment, supplies and facilities; internal budgeting and accounting; maintenance and property management, personnel management; record-keeping; collections and billing; and similar services;
- (g) PFPC may occasionally use the County's language translation services at no charge provided that such services are available;
- (h) Engage in such advertising and promotional activities as PFPC deems necessary or appropriate to develop the potential of the Facility and the cultivation of broad community support. PFPC shall work with the Orange County Economic Development Department, Chamber of Commerce, alliance of business groups and government groups as designated by County through the Contract Administrator to market the Facility. In connection with its activities under this Agreement, including without limitation advertising relating to the Facility,

PFPC shall be permitted to use the terms "Orange County Piedmont Food Processing Center" and logos for such names in its advertising, subject to the approval of the County;

(i) In consultation with the County, evaluate and adjust the operational structure of the Facility as needed;

(j) As set forth herein, submit all financial and other reports detailing PFPC's activities regarding the Facility to the County in a timely manner;

(k) The County will provide to the Facility such recycling facilities and services as it provides to other County buildings for use by PFPC for recyclable materials generated at the Facility. PFPC agrees to operate the Facility in conformance with the County's recycling policies and procedures as communicated by the Contract Administrator.

2.4 Right of Entry Reserved.

Representatives of the County designated in writing by the Contract Administrator shall have the right at appropriate times, to enter all portions of the Facility to inspect same, to observe the performance of PFPC of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the County may be obligated or have the right to do under this Agreement or otherwise. Nothing contained in this Section is intended or shall be construed to limit any other rights of the County under this Agreement. The County shall not unreasonably interfere with the activities of PFPC hereunder, and the County's actions shall be conducted such that disruption of PFPC's work shall be kept to a minimum. Nothing in this Section shall impose or be construed to impose upon the County any independent obligation to inspect, construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

2.5 Compensation and Revenues.

(a) PFPC shall receive no monetary compensation for services provided pursuant to this Agreement. Full compensation and consideration to PFPC for its services shall consist of PFPC's access to and use of the Facility and Capital Equipment. PFPC acknowledges the receipt and sufficiency of such consideration.

(b) **Operating Revenues.** PFPC shall provide annual financial reports, or more frequently as requested by the County, that demonstrate that all revenue and resources generated by the Facility is reinvested in the operations, maintenance, improvement, and expansion of services to the local food system. PFPC shall endeavor to provide a third party annual financial audit as revenues allow.

3. Term and Renewal.

3.1 Management Term and Renewal Term.

(a) The "Management Term" of this Agreement shall commence on the date the County signs this agreement with PFPC and continue for a period of five (5) years unless earlier terminated pursuant to the provisions of this Agreement. The County shall have the right, in its sole discretion without penalty or cause, to terminate the Management Term effective as of the first anniversary of the date on which the Management Term began by giving not less than one hundred and twenty (120) days prior written notice of such termination to PFPC.

(b) The County may extend the term hereof on the same terms and conditions for additional periods as agreed by County and PFPC (each a "Renewal Term") commencing immediately after the Management Term or any Renewal Term, as applicable, by giving not less than one hundred and twenty (120) days prior written notice of such extension to PFPC. For each Renewal Term, the County shall have the right, in its sole discretion, to terminate the Renewal Term on the anniversary of the date on which the Renewal Term began by giving not less than sixty (60) days prior written notice of such termination to PFPC hereof.

3.2 New Contract.

(a) the County intends, upon termination or expiration of the Management Term or Renewal Term, to continue to provide management at the Facility through a private provider and (ii) this Agreement has not been terminated upon a default by PFPC, then the County may during the final year of the Management Term (unless the County exercises its option to renew under Section 3.2) or Renewal Term, as the case may be, negotiate and discuss in good faith a new contract or arrangement with PFPC for the provision of such services following the completion of such term. The obligation to negotiate with PFPC is not intended to guarantee any contract rights for a future contract with PFPC or any specific terms of a new contract. The County may contract with PFPC or extend a contract with PFPC in its sole and absolute discretion.

4.0 **Capital Improvements; Capital Equipment.**

- (a) The obligation to pay for, and authority to perform, direct and supervise Capital Improvements and Capital Equipment purchases shall remain with the County and will not be considered Operating Expenses. The County shall retain the sole discretion to determine whether and to what level to fund Capital Improvements and Capital Equipment purchases to the Facility. If PFPC is able to fund Capital Improvements or Capital Equipment using the organization's own resources, the County will need to approve these actions prior to any installations or improvements.
- (b) The County shall maintain, repair, and replace as necessary the following items at the facility (see section 4.0 of the user's agreement): Roof and gutters, Exterior walls, Exterior doors and hardware, Electronic access control systems, Fire controls and life safety systems, Heating, ventilation, and air-conditioning

systems, Foundation, Paved parking area and front entrance to the building, Dumpster corral

- (c) PFPC shall maintain and repair at its own expense the following items: Refrigeration and freezer systems, Exhaust systems related to kitchen operation, Interior flooring and finishes, Interior plumbing and drainage systems. Kitchen equipment, including any equipment associated with the prepping, cooking, and storage of food. Including but not limited to steam generators, steam kettles, gas ranges, blast freezers, bottle fillers, slicers, food processors, dehydrators, bottle filters, etc...
- (d) The repair of county-maintained equipment due to negligence of PFPC staff or affiliates will be the responsibility of PFPC.
- (e) PFPC will make no substantial alteration, addition or improvement to the facility without the prior written consent of the County.
- (f) PFPC shall not remove or alter any vegetation on the facility's exterior without the prior written consent of the County.

5 Funds for Emergency Repairs.

PFPC shall have the right to act, with the written consent of the County, in situations which PFPC and the County determine to be an emergency with respect to the safety, welfare and protection of the Facility's users or the general public. PFPC shall contact the Contract Administrator or other responsible party at the County for prior approval and determination. If the emergency requires immediate action and prior notice cannot reasonably be given, PFPC shall inform the Contract Administrator immediately following such action.

6. Records, Audits and Reports.

6.1 Records and Audits.

(a) PFPC shall keep full and accurate accounting records relating to its activities at the Facility in accordance with generally accepted United States accounting principles. PFPC shall maintain a system of bookkeeping adequate for its operations hereunder and sufficient to allow the County to determine PFPC's financial stability, PFPC's compliance with this Agreement, and the Facility's complete financial status and performance at any time. PFPC shall adjust its accounting procedures upon request by the County to conform with any applicable requirements of state or federal law or with the reasonable recommendations of the County's Chief Financial Officer. PFPC shall give the County's authorized representatives access to all books and accounting records at any reasonable time. PFPC shall keep and preserve all books and accounting records for at least three (3) years following each Fiscal Year Operating Revenues and Operating Expenses for such period. In addition, on or before ninety (90) days following each Fiscal Year for which PFPC is managing the Facility hereunder, PFPC shall furnish to the County a balance sheet, a statement of profit or loss, and a statement of cash flows for the Facility for the preceding Fiscal Year, prepared in accordance with generally accepted United States accounting principles to be audited by the County's independent auditor or other independent auditor chosen by the County. The audit shall contain an opinion expressed by the

independent auditor of the accuracy of financial records kept by PFPC. The audit shall also provide a certification of Operating Revenues and Operating Expenses as defined in this Agreement for such Fiscal Year. The costs of such audit shall be borne by the County.

7. Indemnification and Insurance.

7.1 Indemnification.

(a) PFPC shall indemnify, defend and hold harmless the County, its elected and appointed officials, officers, agents and employees from and against any and all Losses arising from any material default or breach by PFPC of its obligations specified herein or other Losses incurred by or threatened against County arising from or in connection with a third party law suit alleging wrongdoing by PFPC in connection with PFPC's management of the Facility; provided, however, that the foregoing indemnification provision shall not extend to Losses to the extent such Losses (i) arise from any breach or default by the County of its obligations under Section 7.1(b) below, or (ii) arise out of a failure by the County to secure and maintain insurance as required in this Section 7.

(b) The County shall, to the extent permitted by North Carolina law and, with respect to personal injury liability and property damage liability, to the extent covered by liability insurance maintained by the County from time to time, indemnify, defend and hold harmless PFPC, its partners, officers, agents and employees from and against any and all Losses arising from (i) any material default or breach by the County of its obligations specified herein, (ii) any structural defect with respect to the Facility or the premises occupied by the Facility prior to, as of or after the commencement of the Management Term hereunder, or (iii) any act or omission carried out by PFPC at the specific written direction or written instruction of the County and where PFPC follows such written direction, its agents or employees; provided, however, that the foregoing indemnification shall not extend to Losses to the extent such Losses arise from any default or breach by PFPC of its obligations specified herein.

(c) The provisions set forth in subparagraphs (a) and (b) above shall survive termination of this Agreement; provided, however, that a claim for indemnification pursuant to Section 7.1 shall be valid only if the party entitled to such indemnification provides written notice thereof to the other party prior to three (3) years following the date of termination or expiration of this Agreement.

(d) The terms of all insurance policies referred to in Section 7, including without limitation (i) the property insurance policies of the County, and (ii) the policies of any independent contractors retained by the County or hired by PFPC shall preclude subrogation claims against PFPC, its partners, the County and their respective officers, directors, employees and agents. PFPC and the County hereby release each other from and against any and all loss or damage to property arising out of or incident to any peril required to be insured against herein. The effect of such release is not limited to the amount of insurance actually carried or required to be carried, to the actual proceeds received after a loss or to any deductibles applicable thereto. Each party shall have the insurance company include an endorsement acknowledging this

waiver, if necessary. Either party's failure to carry the required insurance shall not invalidate this waiver.

7.2 Liability Insurance.

(a) PFPC shall secure and deliver to the Contract Administrator prior to the commencement of the Management Term and shall keep in force at all times during any period in which PFPC has operations at the Facility, a commercial liability occurrence insurance policy, including public liability and property damage, covering the premises and the operations hereunder, in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and One Million Dollars (\$1,000,000.00) for property damage, including products and completed operations and independent contractors.

(b) PFPC shall also maintain Property Damage Insurance with a single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.

(c) PFPC shall also maintain Umbrella liability insurance from these limits up to no less than a limit of Five Million Dollars (\$5,000,000). PFPC shall be the named insured under all such policies. The County shall be an additional insured under the foregoing insurance policies, as its interests may appear, and said policies shall contain a provision covering the parties' indemnification liabilities to each other.

(d) Certificates of insurance naming County and evidencing all the policies required of PFPC hereunder along with copies of the paid receipts therefor shall be delivered to the Contract Administrator prior to the commencement of this Agreement. Notwithstanding the provisions of this Section 7.2, the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to Orange County, North Carolina, Attention: [Contract Administrator], P.O. Box 8181, Hillsborough, NC 27278, sent by certified mail, return receipt requested."

(e) With respect to policies procured by it, PFPC shall deliver to the Contract Administrator satisfactory evidence of such renewal of such policies prior to a policy's expiration date except for any policy expiring on the termination or expiration date of this Agreement or thereafter.

(f) Except as provided in Sections 7.5 and 7.6, all insurance procured by PFPC in accordance with the requirements of this Agreement shall be primary over any insurance carried by the County and shall not require contribution by the County.

7.3 Worker's Compensation Insurance.

Unless explicitly exempted under law, PFPC shall at all times maintain worker's compensation insurance (including occupational disease hazards) with an authorized insurance company or through the North Carolina State Compensation Insurance Fund or through an authorized self-insurance plan approved by the State of North Carolina insuring its employees at the Facility in amounts equal to or greater than required under law.

7.4 Fidelity Insurance.

PFPC shall maintain during the term of this Agreement Fidelity Insurance covering all of PFPC's personnel under this Agreement in the amount of Five Hundred Thousand Dollars (\$500,000.00) for each loss, to reimburse the County for losses experienced due to the dishonest acts of PFPC's employees.

7.5 Property Insurance.

PFPC shall maintain sufficient property damage or loss insurance to cover personal property owned by PFPC at the Facility and shall maintain such insurance beginning as of the date hereof and continuing throughout all periods in which PFPC has any operations at the Facility. The County shall maintain property insurance covering the premises of the Facility. Certificates evidencing the existence of the policies shall be delivered to PFPC and to the Contract Administrator prior to the commencement of the Management Term. Notwithstanding the provisions of this Section 7.5, the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. With respect to policies procured by it, the Contract Administrator on behalf of the County shall deliver to PFPC satisfactory evidence of such renewal of such policies at least twenty (20) days after a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.

7.6 Certain Other Insurance.

(a) If any of the Pre-existing Agreements consist of agreements with independent contractors to provide services in respect of the Facility, the County shall use its best efforts to cause such contractors to name PFPC as an additional insured under any insurance maintained by such contractors pursuant to the terms of such Pre-existing Agreements and in such event to deliver to PFPC promptly after request therefor a certified copy of such policy and a certificate evidencing the existence thereof. In addition, if PFPC enters into any agreements during the Management Term and any Renewal Term with any independent contractors for the provision of services hereunder, PFPC shall have the right to require such contractors to name PFPC as an additional insured under any insurance required by PFPC thereunder and to deliver to PFPC prior to the performance of such services a certified copy of such policy, plus a certificate evidencing the existence thereof, which policy contains the same type of endorsements and provisions as provided in Sections 7.2(c) and 7.2(d). If PFPC does require such contractors to name PFPC as an additional insured under any insurance required by PFPC, it shall also require such contractors to name the County as an additional insured and such policies shall contain the same type of endorsements and provisions as provided in Sections 7.2(c) and 7.2(d).

(b) PFPC shall, within ninety (90) days of the date of this Agreement and at least yearly thereafter, review the insurance carried by the County and PFPC covering the Facility or any of PFPC's or the County's operations at the Facility, or required of third parties using the Facility, with regard to PFPC's experiences at other similar facilities, and shall within fifteen (15) days of such review advise the County in writing of the results of its review and of any changes, additions or increases to the insurance requirements hereunder or applicable to third parties which are advisable under best facility management practices.

(c) The parties hereto shall each immediately notify the other, along with any applicable insurance carrier(s), in writing of any occurrence or discovery which could result in an insurance claim hereunder.

(d) PFPC shall require reasonable liability insurance from all third-party users of the Facility and shall enforce the provisions contained in all third party contracts entered into in connection with the Facility, including the insurance requirement contained in all County approved event license, concessionaire, subcontractor and other similar agreements. Such liability insurance shall name PFPC and Orange County as additional insureds.

8. Ownership of Assets.

8.1 Ownership.

The ownership of buildings and real estate, technical and office equipment and facilities, furniture, displays, fixtures, and similar tangible property located at the Facility shall remain with the County. Ownership of and title to all intellectual property rights of whatsoever value, related to the Facility in any way shall remain the sole property of the County, with the exception of any inventions, original works of authorship, developments, improvements, trade secrets, or proprietary software developed by PFPC prior to the date of this Agreement or after the date of this Agreement ("PFPC Inventions"). PFPC Inventions are not assigned to the County pursuant to this Agreement. Ownership of equipment, furnishings, materials or fixtures not considered to be real property and other personal property purchased by PFPC with County funds for use at and for the Facility shall vest in the County automatically and immediately upon purchase or acquisition; however, those purchased by PFPC with its own funds shall vest in PFPC automatically and immediately upon purchase or acquisition. The assets of the County as described herein shall not, by PFPC or anyone other than the County, contracting with PFPC, be pledged, liened, encumbered or otherwise alienated or assigned other than in the ordinary course of business of the Facility. All Capital Equipment attached in or to the Facility is owned by the County and ownership of all Capital Equipment that may be purchased, regardless of funding source, and installed in the Facility during the term of this Agreement shall vest in the County automatically.

8.2 County Obligations.

Except as herein otherwise set forth, throughout the term of this Agreement, the County will maintain full beneficial use and ownership of the Facility and will pay, keep, observe and

perform all payments, terms, covenants, conditions and obligations under any bonds, debentures or other security agreements or contracts relating to the Facility to which the County may be bound, and PFPC shall reasonably cooperate with the County in this regard.

9. Assignment; Affiliates.

9.1 Assignment.

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall be given or not within the sole and absolute discretion of the party from whom consent is sought. The party being asked to consent shall not delay in its response to the request for consent.

10. Laws and Permits.

10.1 Permits, Licenses, Taxes and Liens.

PFPC shall procure any permits and licenses required for the business to be conducted by it hereunder. The County shall cooperate with PFPC in applying for such permits and licenses, but the County itself shall not necessarily be a licensee or permittee unless required by the applicable license or permit or unless required by the County for other reasons. PFPC shall deliver copies of all such permits and licenses to the Contract Administrator. PFPC shall pay promptly all taxes, excises, license fees and permit fees of whatever nature arising from its operation, promotion and management of the Facility. PFPC shall use reasonable efforts to prevent mechanic's or materialman's or any other lien from becoming attached to the premises or improvements at the Facility, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman, so long as the work, labor or material was provided at PFPC's direction and the County has supplied funds for the payment of charges therefor in accordance with this Agreement.

10.2 Governmental Compliance.

PFPC, its officers, agents and employees shall comply with all Laws applicable to PFPC's management of the Facility hereunder. With respect to the ADA, PFPC will comply with Title III of the ADA and the provision of such auxiliary aids or alternate services as may be required by the ADA. Nothing in this Section 10.2 or elsewhere in this Agreement shall, however, require PFPC to undertake any of the foregoing compliance activity, nor shall PFPC have any liability under this Agreement therefor, if (a) such activity requires any Capital Improvements, unless the County provides funds for such Capital Improvements pursuant to Section 4.0 hereof, or (b) any Pre-existing Agreement fails to require any licensee, lessee, tenant, or user of any portion of the Facilities to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, or user at the Facilities. Furthermore, PFPC shall have the right to require any licensee, lessee, tenant, or user of any portion of the Facility to comply, and to be financially responsible for compliance, with Title III

of the ADA in connection with any activities of such licensee, lessee, tenant, or user at the Facility.

10.3 No Discrimination in Employment.

In connection with the performance of work under this Agreement, PFPC shall not refuse to hire, discharge, refuse to promote or demote, or discriminate in matters of compensation or use of the Facility against, any Person otherwise qualified, solely because of age (as defined in the Orange County Civil Rights Ordinance), race, ethnicity, color, national origin, religion, creed, sex, sexual orientation, gender, gender identity, gender expression, marital status, familial status, source of income, disability, political affiliation, veteran status, disabled veteran status.

11. **Termination.**

11.1 Termination Upon Default.

Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder such party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than thirty (30) days after written notice thereof from the other party. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the thirty (30) day period, the defaulting party shall not be considered in default if it shall within such thirty (30) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default.

11.2 Termination Other than Upon Default.

(a) Either party may terminate this Agreement upon sixty (60) days written notice to the other party unless otherwise set forth herein.

(b) Either party may terminate this Agreement under the circumstances specified in Section 11.6(c).

11.3 Surrender of Premises.

Upon termination of this Agreement (termination shall, for all purposes in this Agreement, include termination pursuant to the terms of this Section 11.3 and any expiration of the term hereof), PFPC shall surrender and vacate the Facility upon the effective date of such termination. The Facility and all equipment and furnishings shall be returned to the County in good repair, reasonable wear and tear excepted, to the extent funds were made available therefor by the County. All reports, records, including financial records, and documents maintained by PFPC at the Facility relating to this Agreement other than materials containing PFPC's Confidential Information shall be immediately surrendered to the County by PFPC upon

termination. The term "Confidential Information" means any and all non-public information or material concerning any aspect of PFPC's Prior Inventions.

11.3 No Agency, Partnership or Joint Venture.

PFPC is an independent contractor, hereunder, and is not intended to be or to act as the agent of the County for purposes of the law of agency. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the County and PFPC. None of the officers, agents or employees of PFPC shall be or be deemed to be employees or agents of the County for any purpose whatsoever.

11.4 Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreement and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof, unless in writing executed by the parties after the date hereof and referring to this Agreement.

11.5 Written Amendments.

This Agreement shall not be altered, modified or amended in whole or in part, except in writing executed by each of the parties hereto.

11.6 Force Majeure.

(a) No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, inability to obtain materials or supplies due to a Force Majeure, epidemics, landslides, earthquakes, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment, terrorist acts, and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

(b) Neither party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the provision of any component necessary therefor shall be specifically prohibited or rationed by any Law.

(c) In the event of damage to or destruction of the Facility by reason of fire, storm or other casualty or occurrence of any nature or any regulatory action or requirements that, in either

case, is expected to render the Facility materially unusable, either party may terminate this Agreement upon written notice to the other.

11.7 Binding Upon Successors and Assigns; No Third-Party Beneficiaries; Subordination.

(a) This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

(b) This Agreement shall not be construed as giving any Person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns and for the benefit of no other Person.

(c) This Agreement shall, at all times, be and remain subordinate to any deed of trust or other security interest which uses the Facility and the land upon which the Facility is located as security for funds borrowed by the County for the purchase or any addition to or expansion of the Facility, and the land upon which the Facility is located; or borrowed for any other public purpose of the County, now or in the future. PFPC agrees to execute any acknowledgement of this subordination reasonably requested by a County lender.

11.8 Notices.

Any notice, consent or other communication given pursuant to this Agreement must be in writing and will be effective either (a) when delivered personally to the party for whom intended, provided a delivery receipt is secured by the deliverer, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

To the County:

 _____ County Manager
 P.O. Box 8181
 Hillsborough, NC 27278

With a copy (which shall not constitute notice) to the then-County Attorney.

To PFPC:

Piedmont Food Processing Center
500 Valley Forge Rd
Hillsborough NC 27278
Attention: Executive Director
Telecopy: _____

With a copy (which shall not constitute notice) to:

Attention: _____

Telecopy: _____

11.9 Section Headings and Defined Terms.

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The terms defined herein and in any agreement executed in connection herewith include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns shall include the feminine and neuter. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith.

11.10 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

11.11 Severability.

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

11.12 Non-Waiver.

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

11.13 Consent and Signatures.

Wherever the consent or approval of a party is required under the terms of this Agreement, the party whose consent or approval is required shall not unreasonably withhold, condition or delay such consent or approval. Each party hereto consents to the use of electronic 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

11.14 Certain Representations and Warranties.

(a) The County represents and warrants to PFPC the following: (i) all required approvals have been obtained, and the County has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by the County and constitutes a valid and binding obligation of the County, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(b) PFPC represents and warrants to the County the following: (i) all required approvals have been obtained, and PFPC has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by PFPC and constitutes a valid and binding obligation of PFPC, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

11.15 Governing Law; Consent to Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the internal laws of the State of North Carolina, without giving effect to otherwise applicable principles of conflicts of law. The parties hereby expressly agree that this Agreement is made and is to be performed solely in Orange County, North Carolina, and hereby consent to the subject matter and personal jurisdiction of the North Carolina state courts sitting in Orange County, North Carolina and to venue in Orange County, North Carolina.

SIGNATURES ARE ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

Orange County, North Carolina

By: _____
Renee Price, Chair
Orange County Board of Commissioners

ATTEST:

Laura Jensen, Clerk to the Board of
Commissioners

Piedmont Food Processing Center

By: _____
Name: _____
Title: Executive Director, Piedmont Food Processing Center

This instrument has been pre-audited
in the manner required by the Local
Government Budget and Fiscal Control
Act.

Finance Director

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2021

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

SUBJECT: Change in BOCC Meeting Schedule for 2021

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):

INFORMATION CONTACT:

Laura Jensen, Clerk to the Board, 919-
245-2130

PURPOSE: To consider changes to the Board of Commissioners' meeting calendar for 2021.

BACKGROUND: Pursuant to North Carolina General Statute 153A-40, the Board of County Commissioners must fix the time and place of its meetings or provide a notice of any change in the Meeting Schedule.

Due to current public health concerns, it is proposed that the Board of Commissioners conduct virtual business meetings during the months of November and December 2021. Members of the Board of Commissioners would participate in the business meetings remotely. As in prior meetings, members of the public would be able to view and listen to the meeting via online streaming video or on Spectrum Cable TV. The meetings would be streamed in real-time on the County's website for public viewing/listening, real-time broadcast on Spectrum Cable, and video-recorded for future television broadcast and reference on the County's website.

It is also proposed that the virtual Business meeting scheduled for November 2, 2021 be rescheduled to November 4, 2021.

Additionally, it is proposed that the November 11, 2021 work session scheduled to take place at the Southern Human Services Center be relocated to the Whitted Building at 300 W. Tryon St. in Hillsborough. The work session would be conducted in-person and attendees would be required to wear masks and to remain socially distanced from others.

November 2021 Meetings

November 4	BOCC Virtual Business Meeting – 7:00 pm
November 11	BOCC Work Session at the Whitted Building – 7:00 pm
November 16	BOCC Virtual Business Meeting – 7:00 pm

December 2021 Meetings

December 6 BOCC Virtual Business Meeting – 7:00 pm
 December 14 BOCC Virtual Business Meeting – 7:00 pm

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

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

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

RECOMMENDATION(S): The Manager recommends the Board amend its meeting calendar for 2021 and conduct all Business meetings scheduled for November and December 2021 virtually, reschedule the November 2, 2021 virtual Business meeting to November 4, 2021, and to relocate the November 11, 2021 work session to the Whitted Building.

November 2021 Meetings

November 4 BOCC Virtual Business Meeting – 7:00 pm
 November 11 BOCC Work Session at the Whitted Building – 7:00 pm
 November 16 BOCC Virtual Business Meeting – 7:00 pm

December 2021 Meetings

December 6 BOCC Virtual Business Meeting – 7:00 pm
 December 14 BOCC Virtual Business Meeting – 7:00 pm

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2021

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

SUBJECT: Approval of Board of Commissioners Meeting Calendar for Year 2022

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):

Draft 2022 List of Meetings

INFORMATION CONTACT:

Laura Jensen, Clerk to the Board, 919-245-2130

PURPOSE: To consider approval of the meeting schedule for the Board of Commissioners for calendar year 2022.

BACKGROUND: In accordance with North Carolina General Statute 143-318.12, a schedule of regular meetings shall be filed with the Clerk to the Board of County Commissioners. The schedule must show the date, time, and place of each 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 the proposed meeting schedule for calendar year 2022.

DRAFT
ORANGE COUNTY BOARD OF COMMISSIONERS
MEETING CALENDAR FOR YEAR 2022

NOTE: All meetings will begin at 7:00 pm unless otherwise indicated

January 18	BOCC Business Meeting	Virtual (viewable on website)
January 21	BOCC Retreat <i>(note: meeting to be from 9:00am-4:00pm)</i>	Bonnie B. Davis Environmental and Agricultural Center
January 25	Assembly of Governments	Virtual (viewable on website)
February 1	BOCC Business Meeting	Virtual (viewable on website)
February 2-4	NCCCMA Winter Seminar	Winston-Salem, NC
February 8	BOCC Work Session	Whitted Building – Hillsborough
February 12-16	NACO Legislative Conference	Washington, D.C.
February 17	BOCC Business Meeting	Virtual (viewable on website)
February 22	BOCC Joint Meeting with School Boards	Virtual (viewable on website)
March 1	BOCC Business Meeting	Whitted Building – Hillsborough
March 8	BOCC Work Session	Southern Human Services Center – Chapel Hill
March 15	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
March 21	Legislative Breakfast Meeting (8:30am)	Whitted Building – Hillsborough
April 5	BOCC Business Meeting	Whitted Building – Hillsborough
April 12	Budget Work Session – CIP	Southern Human Services Center – Chapel Hill
April 14	BOCC Work Session	Whitted Building – Hillsborough
April 26	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
April 28	BOCC Joint Meeting with School Boards	Whitted Building – Hillsborough
May 3	BOCC Business Meeting	Whitted Building – Hillsborough
May 10	BOCC Budget Public Hearing / Work Session	Whitted Building – Hillsborough
May 12	BOCC Budget Work Session	Southern Human Services Center – Chapel Hill
May 17	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
May 19	BOCC Budget Work Session	Whitted Building – Hillsborough
May 26	BOCC Budget Work Session	Whitted Building – Hillsborough
June 2	BOCC Budget Public Hearing	Southern Human Services Center – Chapel Hill
June 7	BOCC Business Meeting	Whitted Building – Hillsborough

June 9	BOCC Budget Work Session	Whitted Building – Hillsborough
June 13	Manager, Clerk, & Attorney Evaluations Closed Session	Whitted Building – Hillsborough
June 21	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
June 23-25	NCCCMA Summer Seminar	Location to be determined
July 21-24	NACo Conference	Adams County, Colorado
August 11-13	NCACC Conference	Concord, NC
September 6	BOCC Business Meeting	Whitted Building – Hillsborough
September 13	BOCC Work Session	Southern Human Services Center – Chapel Hill
September 20	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
September 29	Joint Meeting with School Boards	Whitted Building – Hillsborough
October 3	BOCC Business Meeting	Whitted Building – Hillsborough
October 18	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
October 25	Joint Meeting with Fire Departments / Work Session	Whitted Building – Hillsborough
November 1	BOCC Business Meeting	Whitted Building – Hillsborough
November 10	BOCC Work Session	Southern Human Services Center – Chapel Hill
November 15	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
December 5	BOCC Business Meeting (Organizational Meeting)	Whitted Building – Hillsborough
December 13	BOCC Business Meeting	Southern Human Services Center – Chapel Hill

Southern Human Services Center, 2501 Homestead Rd., Chapel Hill
Whitted Building, 300 West Tryon Street, Hillsborough, N.C.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2021

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

SUBJECT: Proclamation Commemorating the 200th Anniversary of the Burwell School

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):
Proclamation

INFORMATION CONTACT:
Renee A. Price, Chair
Laura Jensen, Clerk to the Board, 919-
245-2130

PURPOSE: To approve a proclamation commemorating the 200th anniversary of the Burwell School.

BACKGROUND: The Burwell School Historic Site in Hillsborough, North Carolina was built around 1821 and expanded in 1848. The site became the home of Reverend Robert and Margaret Anna Burwell and their family beginning in 1835. Anna Burwell founded and operated the Burwell School for Girls, an academy for privileged white girls, from 1837 to 1857. African Americans, both enslaved and free, provided much of the labor for the maintenance of the school and grounds, and provided personal services to family members and students.

The Historic Hillsborough Commission obtained the Burwell School property in 1965 and then restored and opened the existing buildings to the public. The mission of the Commission is to maintain and preserve the Burwell School Historic Site, to interpret the history of 19th and 20th century Hillsborough, and to celebrate and promote the culture and heritage of Hillsborough and Orange County. Members of the Historic Hillsborough Commission are appointed by the North Carolina Governor, and they, along with community volunteers, donate time and effort to the operation and upkeep of the site. The bicentennial of the site will be celebrated on October 24, 2021, and the proclamation designates that day as “Burwell School Historic Site Day” in Orange County.

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

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

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

RECOMMENDATION(S): The Manager recommends the Board approve and authorize the Chair to sign the proclamation commemorating the 200th anniversary of the Burwell School.

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

PROCLAMATION COMMEMORATING THE 200TH ANNIVERSARY OF THE BURWELL SCHOOL PRESENTED TO THE HISTORIC HILLSBOROUGH COMMISSION

WHEREAS, the Burwell School Historic Site, located at the northern edge of the Historic District of Hillsborough, North Carolina, includes an early 19th-century structure, circa 1821 and expanded in 1848, surrounded by outbuildings and gardens on two acres; and

WHEREAS, the property was the home of the Reverend Robert and Margaret Anna Burwell and their family beginning in 1835, and, at this site, Anna Burwell founded and operated the Burwell School for Girls, an academy for privileged white girls, from 1837 to 1857 – offering lessons in English, French, Mathematics, Art and more – educating more than 200 girls who came from near and far to study here; and

WHEREAS, African Americans, both enslaved and free, provided much of the labor for the maintenance of the school and grounds, and provided personal services to family members and students; and

WHEREAS, Elizabeth “Lizzie” Hobbs Keckly, once enslaved by the Burwell family and also the half-sister to Reverend Burwell, purchased her freedom in 1855 and became the accomplished dressmaker and confidante to Mary Todd Lincoln while she was First Lady; and

WHEREAS, the Historic Hillsborough Commission, a non-profit organization established by the North Carolina General Assembly in 1963, obtained the Burwell School property in 1965, restored the existing buildings and opened them to the public as a historic site; and

WHEREAS, Mary Claire Engstrom, a local leader in preservation, was instrumental in the establishment of the Commission and served as its chair during the restoration of the Burwell School; and

WHEREAS, the mission of the Commission is to maintain and preserve the Burwell School Historic Site, to interpret the history of 19th and 20th century Hillsborough, and to celebrate and promote the culture and heritage of Hillsborough and Orange County; and

WHEREAS, members of the Commission are appointed by the North Carolina Governor, and they, along with community volunteers, donate time and effort to the operation and upkeep of the site; and

WHEREAS, in 2018, the Commission honored the bicentennial of the birth of Elizabeth Keckly with a series of programs and events, and an exhibit about Keckly is in the South Parlor of the school; and

WHEREAS, in 2019, the Commission published a landmark report recognizing and acknowledging the contributions of the people of color, free and enslaved, who worked and lived at the site during the operation of the Burwell School;

NOW THEREFORE, the Board of County Commissioners of Orange County does hereby proclaim Sunday, October 24th, 2021 as **Burwell School Historic Site Day** in Orange County in celebration of the Bicentennial of the Site, and in appreciation of the Historic Hillsborough Commission for its work in preservation and in elucidating an inclusive history of Hillsborough and Orange County.

This the 19th day of October, 2021.

SEAL

Renée A. Price, Chair
 Orange County Board of Commissioners

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2021

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

SUBJECT: Resolution Acknowledging the Results from the 2020 Census Indicating Orange County Remains in Lawful Compliance With Applicable Requirements for Board of County Commissioners' Nominating Districts

DEPARTMENT: County Attorney, Planning, &
County Manager

ATTACHMENT(S):

- 1) June 27, 2006 Approved Resolution and Election Map/Plan
 - 2) Population Deviations for the Approved 2006 Map/Plan
 - 3) Current Electoral Districts along with Population Numbers Based on the 2010 Census
 - 4) Current Electoral Districts along with Population Numbers Based on the 2020 Census
 - 5) Resolution Acknowledging the Results from the 2020 Census Indicating Orange County Remains in Lawful Compliance With Applicable Requirements for Board of County Commissioners' Nominating Districts
-

INFORMATION CONTACT:

John Roberts, County Attorney, 245-2318
Brian Carson, GIS Technician III, 245-2595
Greg Wilder, County Manager's Office, 245-2300

PURPOSE: To approve a Resolution Acknowledging the Results from the 2020 Census Indicating Orange County Remains in Lawful Compliance With Applicable Requirements for Board of County Commissioners' Nominating Districts.

(NOTE: This agenda item only relates to the population changes, reflected in the 2020 Census, within the Orange County Board of Commissioners' electoral districts as currently configured. This agenda item does NOT pertain to any consideration regarding changing the process or method of election for members of the Board of Commissioners.)

BACKGROUND: At the Board of Commissioners' January 24, 2005 regular meeting, representatives of a group of Orange County residents addressed the Board and submitted a 1200-signature petition to the Board regarding the method by which the members of the Board of Commissioners were elected in Orange County. The representatives requested that the

Board review the current method of election for the members of the Board, which entailed all five members of the Board being nominated and elected to staggered four-year terms on an at-large basis.

The Board pursued a series of discussions and meetings over the next sixteen months including public hearings, Board discussions on possible draft district maps/plans for potentially either a five or seven-member Board, and decisions on specific map/plan issues.

The public hearings and discussions led to the development of a map/plan (identified in 2006 as "Proposal D") for a seven-member board that met all statutory requirements. The County Attorney prepared a draft resolution calling for a November 2006 referendum in concert with "Proposal D", and the Board approved that resolution and the election plan/map at the June 27, 2006 regular meeting. The approved resolution and election map/plan are provided at Attachment 1. The population deviations for the approved 2006 map/plan are provided at Attachment 2.

In the November 2006 referendum, the voters subsequently approved the election plan/map with more than two-thirds supporting the initiative. The election plan/map was implemented with the May 2008 primary election and all seven members of the Board have since been qualified and elected under the plan.

PRIOR REVIEW OF DISTRICT ELECTIONS MAP BASED ON 2010 CENSUS

The final numbers for the 2010 Census published in 2011 provided new population numbers for Orange County as a whole as well as for the two current electoral districts. North Carolina General Statute 153A-22 states, "*If a county is divided into electoral districts for the purpose of nominating or electing persons to the board of commissioners, the board of commissioners may find as a fact whether there is substantial inequality of population among the districts.*" Population growth or decline in districts can lead to significant deviations in the numbers of residents between districts, thereby compromising the integrity of the districts and the election plan as a whole. Therefore a board of commissioners may, but is not required to, review the impact of the new Census numbers to determine if there is substantial inequality.

Attachment 3 is a map showing the current electoral districts along with the population numbers based on the 2010 census. In the 2006 adopted plan (Attachments 1 and 2), Orange County met its goal of keeping the population deviations within five percent of the exact population totals for each district, less than a total of ten percent deviation (referred to nationally as the Ten Percent Rule). Attachment 3 showed that Districts 1 and 2 were still within the Ten Percent Rule deviation criteria based on the 2010 Census data. Since the Districts were, combined, within the ten percent deviation allowed by law there can be no finding of substantial inequality. Without a violation of the Ten Percent Rule, it is highly unlikely that any group or individual could make any rational argument that there is substantial inequality between the districts. It is even more unlikely that any judicial challenge to a decision not to redistrict could survive a summary judgment in the County's favor.

REVIEW OF DISTRICT ELECTIONS MAP BASED ON 2020 CENSUS

The 2020 Census information for Orange County was published on August 12, 2021. Attachment 4 is a map showing the current electoral districts along with the population numbers based on the 2020 Census. Attachment 4 shows that Districts 1 and 2 are once again within the

Ten Percent Rule deviation criteria based on the 2020 Census data. Since the Districts are, combined, within the ten percent deviation allowed by law, there can be no finding of substantial inequality.

Similar to a 2011 resolution adopted by the Board of Commissioners relating to the districts and the 2010 Census, Attachment 5 is a resolution for Board consideration acknowledging there is no substantial inequality revealed by the 2020 Census results. Although it is not legally necessary, it may be prudent for the Board to approve the resolution. As noted above, North Carolina General Statute 153A-22 states a local government “may” review the census numbers to determine if substantial inequality exists. Alternatively, should the Board wish to adjust the district lines, it must have those lines drawn and adopted by November 17, 2021 in order to be effective for the 2022 election.

FINANCIAL IMPACT: There is no financial impact associated with consideration of the Resolution Acknowledging the Results from the 2020 Census Indicating Orange County Remains in Lawful Compliance With Applicable Requirements for Board of County Commissioners’ Nominating Districts.

RECOMMENDATION(S): The Manager recommends, and the County Attorney concurs, that the Board approve the Resolution Acknowledging the Results from the 2020 Census Indicating Orange County Remains in Lawful Compliance With Applicable Requirements for Board of County Commissioners’ Nominating Districts (provided at Attachment 5) and authorize the Chair to sign the resolution.

RES-2006-063
6-27-06
9b

NORTH CAROLINA

ORANGE COUNTY

RESOLUTION CALLING A SPECIAL
REFERENDUM ON THE QUESTION OF
AN ALTERATION IN THE STRUCTURE
OF AND MODE OF ELECTING THE ORANGE
COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Board of Commissioners has, from time to time, considered changing the structure and mode of electing the members of the Board; and

WHEREAS, on January 24, 2005 the Board received a petition from citizens of the County, requesting the Board to alter the method and manner by which Orange County Commissioners are elected to include electoral districts; and

WHEREAS, in response to the January 24, 2005 petition, Orange County staff presented a report to the Board on May 5, 2005, which report addressed:

1. the legal framework for structure of boards of county commissioners;
2. the various methods of at-large election, district election, and combination of at-large/district election utilized for boards of commissioners in the 99 other North Carolina counties;
3. a history of past discussions by the Orange County Board of Commissioners in regard to Board representation and election; and
4. some limited boundaries and statistical information showing the population distribution as it may relate to the consideration/formulation of district representation for Orange County.

WHEREAS, the Board considered the staff report, conducted public hearings and has continued to work on the concept of altering the structure of the Board and on specific alteration

proposals since May 5, 2005, culminating in this Resolution calling for a special referendum on the structure of and the mode of electing members of the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, by the Orange County Board of Commissioners, pursuant to N.C. Gen. Stat. §§ 153A-58, 60, 61, 62, 63, 64

I. there is hereby called a special referendum conducted in Orange County on November 7, 2006 on the question of whether there will be an alteration in the structure of and mode of electing the Orange County Board of Commissioners.

II. The proposition that will be printed on the ballot is as follows:

"Shall the structure of the Board of Commissioners of Orange County be altered as follows:

1. change the board from five members to seven members;
2. change from the qualified voters of the entire County nominating all candidates for and electing all members of the board to a structure in which there is one three member district (District 1), one two member district (District 2) and two members at large; members shall reside in and represent the districts according to the apportionment plan adopted; the qualified voters of each district shall nominate candidates who reside in the district for seats apportioned to that district, and the qualified voters of the entire county shall nominate candidates for seats apportioned to the county at large; and the qualified voters of the entire county shall elect all the members of the board.

District 1 consists of that portion of Chapel Hill Township that is south of a line that begins at the boundary between Bingham Township and Chapel Hill Township, then goes east along the boundary of the Chapel Hill-Carrboro and Orange County school administrative units to Eubanks Road; east along Eubanks Road to MLK, Jr. Boulevard (State Highway 86);

north along MLK, Jr. Boulevard to Interstate 40; east along Interstate 40 and ending at the boundary between Orange County and Durham County. District 2 consists of the rest of Orange County.

3. The transition process is:

1) The first election for which this election system will apply will be in 2008. The three commissioners elected in 2006 will serve the remainder of their unexpired terms. Two of the three seats in District 1, one of the two seats in District 2 and one of the two At Large seats will become available in 2008.

2) Four commissioners will be elected in the 2008 election. The two commissioners whose terms expire in 2008, along with other qualified candidates, may choose to run for two of the three District 1 seats, for one of the two District 2 seats or for one of the two At Large seats. The qualified voters of District 1 will nominate candidates for the District 1 seats. The qualified voters of District 2 will nominate a candidate for the District 2 seat. The qualified voters of the entire County will nominate a candidate for the At Large seat. The qualified voters of the entire County will elect the members of the District 1 seats, the member of the District 2 seat, and the member of the At Large seat, all for four year terms.

3) Three commissioners will be elected in the 2010 election. The three commissioners whose terms expire in 2010, along with other qualified candidates, may choose to run for one of the three District 1 seats, for one of the two District 2 seats or for one of the two At Large seats. The qualified voters of District 1 will nominate a candidate for the District 1 seat. The qualified voters of District 2 will nominate a candidate for the District 2 seat. The qualified voters of the entire County will nominate a candidate for the At Large seat. The

qualified voters of the entire County will elect the member of the District 1 seat, the member of the District 2 seat, and the member of the At Large seat, all for four year terms.

YES.

NO.”

III. This Resolution shall be published, shall be filed and indexed in the ordinance book of the County and shall be available for public inspection in the office of the Clerk to the Board of Commissioners, all as provided by law.

IV. A map showing electoral District 1 and electoral District 2 is attached hereto and thereby made a part of this Resolution.

V. As provided by law, if a majority of the votes cast in the November 7, 2006 special referendum are in favor of the plan submitted to the voters, the plan shall be put in effect. If a majority of the votes cast in the November 7, 2006 special referendum are against the plan submitted to the voters, this Resolution and the plan submitted to the voters are void.

This the 27 day of June, 2006.

Upon motion of Commissioner Quartz, seconded by Commissioner Halkins the foregoing resolution was adopted this the 27 day of June, 2006.

Ayes Cary, Foushee, Gordon, Halkins + Quartz

Noes _____

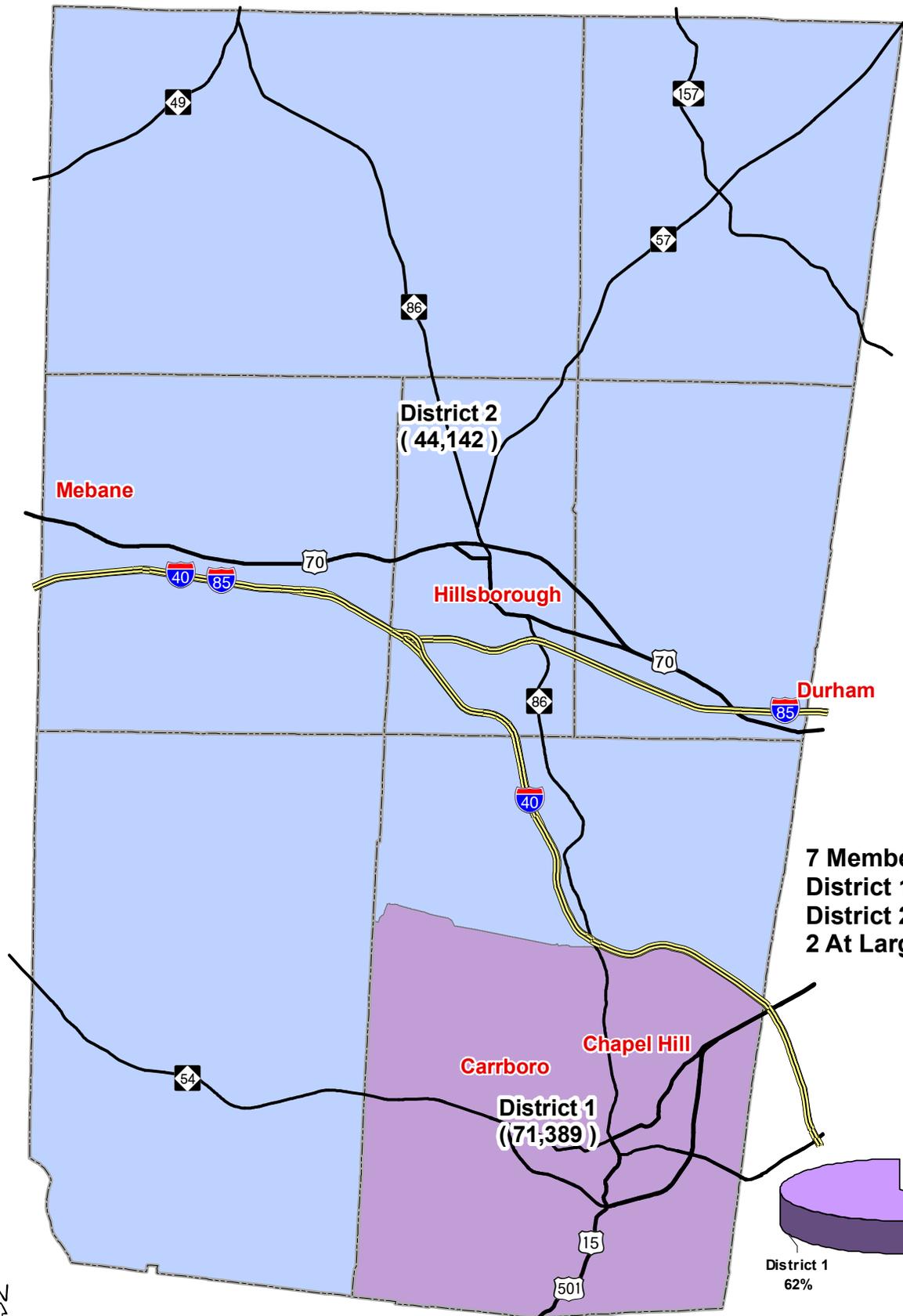
I, Donna S. Baker, Clerk to the Board of Commissioners for the County of Orange, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a meeting held on June 27, 2006 as relates in any way to the adoption of the foregoing and that said proceedings are recorded in the minutes of said Board.

WITNESS my hand and the seal of said County, this 7 day of July, 2006.

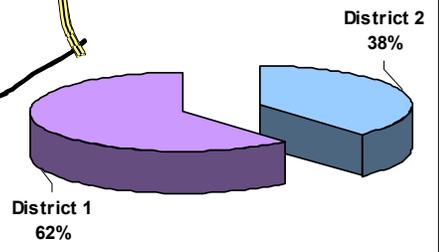


Glenn B. Baker

Clerk to the Board of Commissioners



7 Member Plan
District 1 = 3 Members
District 2 = 2 Members
2 At Large



Orange County Planning and Inspections Department
GIS Map Prepared by Brian Carson July 07, 2006

Orange County Electoral Districts Map



2006 Orange County Electoral Districts Map
Population Deviation Statistics

The population numbers are from the 2000 Census.

115,531 = County Population
7 members
2 Districts

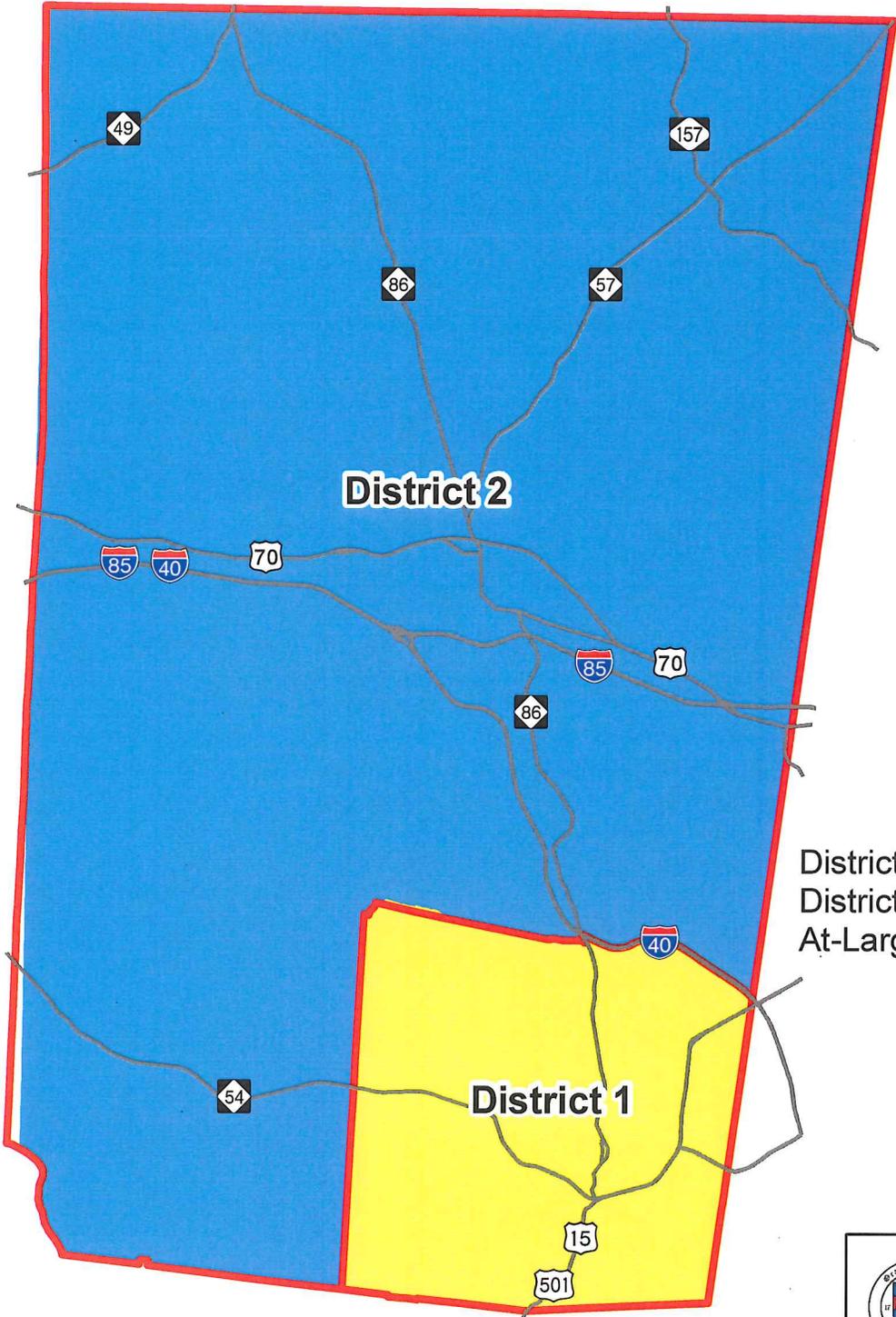
$115,531 / 5 = 23,106$

District 1 (3 members in district) = 69,318 (“ideal population”)
5% deviation +/- 3,466
Range = 65,852 to 72,784

District 2 (2 members in district) = 46,213 (“ideal population”)
5% deviation +/- 2,311
Range = 43,902 to 48,524

Deviation

D1 = 2.99 % (71,389)
D2 = 4.48 % (44,142)



District 1: 3 Commissioners
 District 2: 2 Commissioners
 At-Large: 2 Commissioners

- Voting District 1
- Voting District 2
- Current BOCC Voting Districts

Orange County Planning and Inspections Department
 GIS Map Prepared by Brian Carson. 5/26/2011

	Actual Population	Ideal Population	5% Deviation	Actual Difference	Actual % Deviation
Census 2010 County Population	133,801				
District 1 Population (3 Members)	82,412	80,280	+/- 4,014	+ 2,132	+ 2.66 %
District 2 Population (2 Members)	51,389	53,520	+/- 2,676	- 2,131	- 3.98 %

People per Commissioner: $133,801/5=26,760$

One person, one vote applies to people being elected from a district not to a person who is elected at-large. This is why the total population is divided by 5 and not 7.

Census 2020 BOCC District Review

Caswell County

Person County

Alamance County

Durham County

Chatham County

 Current BOCC Districts

Current BOCC Districts
(Census Blocks 2020)

 District 1

 District 2

 N

1 in = 3.5 miles

 Miles

0 3.5

ORANGE COUNTY
NORTH CAROLINA

Planning and Inspections Department (BC)
8/16/2021

	Actual Population	Ideal Population	5% Deviation	Actual Difference	Actual % Deviation
Census 2020 Population	148,696				
District 1 Population (3 Commissioners)	89,499	89,217	+/- 4,461	282	0.32
District 2 Population (2 Commissioners)	59,197	59,478	+/- 2,974	-281	-0.47

People per Commissioner: $148,696 / 5 = 29,739$

One person, one vote applies to people being elected from a district not to a person who is elected at-large. This is why the total population is divided by 5 and not 7.

ORANGE COUNTY BOARD OF COMMISSIONERS

RESOLUTION ACKNOWLEDGING THE RESULTS ON THE 2020 CENSUS INDICATING ORANGE COUNTY REMAINS IN LAWFUL COMPLIANCE WITH APPLICABLE REQUIREMENTS FOR NOMINATING DISTRICTS

WHEREAS, in 2005 and 2006 following a petition by Orange County residents to change the manner of nominating Orange County Commissioners Orange County began the process of creating nominating districts for Orange County Commissioner elections; and

WHEREAS, North Carolina General Statute 153A-22 states in pertinent part that in a county where commissioners are nominated or elected by district the Board of Commissioners “may find as a fact whether there is substantial inequality of population among the districts”; and

WHEREAS, due to the COVID-19 Pandemic the 2020 Census was delayed and the State of North Carolina enacted Session Law 2021-56 giving counties until November 17, 2021 to review and act on the 2020 Census Data; and

WHEREAS, State and Federal law require redistricting after each census when there is a finding of substantial inequality; and

WHEREAS, upon receipt of the 2020 Census data Orange County staff examined the results of the Census for Orange County in its entirety and also for both nominating districts and determined there is less than one half of one percent discrepancy of population in each district; and

WHEREAS, upon a determination that the population discrepancy between and among the commissioner nominating districts of Orange County is less than one half of one percent in each district as a matter of law there is no substantial inequality.

NOW, THEREFORE, BE IT RESOLVED, the Orange County Board of County Commissioners, pursuant to North Carolina General Statute 153A-22 and Session Law 2021-56, finds as a fact that the discrepancy in District 1 is zero point three two percent (0.32%) and the discrepancy in District 2 is zero point four seven percent (0.47%), that this discrepancy is de minimis, statistically insignificant, and therefore there is, as a matter of law, no substantial inequality between or among the commissioner nominating districts of Orange County.

This the 19th day of October, 2021.

Renee Price, Chair
Orange County Board of Commissioners

Attest:

Laura Jensen,
Clerk to the Board of Commissioners

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
10/5/21	Review and consider request by Commissioner Hamilton that the Board consider establishing a subcommittee to work with staff to review the current allocation plan for the Article 46 sales tax proceeds since the initial 10-year time period has expired and that the County consider a new allocation plan for the funds	5/2022	Gary Donaldson Bonnie Hammersley	Proposed for discussion at BOCC January 2022 Retreat; Staff to evaluate needs and provide information for Board consideration
10/5/21	Review and consider request by Commissioner Bedford that the County Manager review and determine the space/facility needs for the County's three community centers, particularly an expansion to the Rogers Road Community Center as well as next steps	5/2022	Steve Arndt	To be reviewed as part of 2022-23 budget discussions
10/5/21	Review and consider request by Commissioner Bedford that the County Manager propose the next steps, and possible processes to consider, to move the County forward in developing a County Climate Plan	12/2021	Steve Arndt	Staff to consider next steps
10/5/21	Review and consider request by Commissioner Bedford (echoed by Commissioner Richards) that the Orange County Climate Council be evaluated after its two years of activities, similar to the review of the Council by three BOCC members as part of the Council's one-year anniversary, and that the Council be restructured based on the new assessment	11/2021	Chair Price	Potential review by Board subcommittee to be proposed
10/5/21	Move forward with the three designated members of the BOCC to plan the January 2022 Board Retreat	10/2021	Laura Jensen	Efforts to move forward
10/5/21	Gather and provide additional information to the Board on the Proposed Performance Agreement Provision Requiring that Non-profit Organizations Receiving County Funds Provide the Opportunity for Public Comment at Regular Meetings and schedule additional discussion at a 2022 Board work session	2/2022	John Roberts Bonnie Hammersley	County Attorney's Office to develop additional information in preparation for additional discussion at February 2022 Board work session

DRAFT

Date Prepared: 10/06/21

Date Revised: 10/12/21

Meeting Date	Task	Target Date	Person(s) Responsible	Status
10/5/21	Schedule the Orange County Partnership to End Homelessness - 2021 Data Update Report for the Board's October 19, 2021 Business Meeting	10/2021	Rachel Waltz Corey Root	DONE Item on the Board's October 19, 2021 Business Meeting agenda

INFORMATION ITEM

MEMORANDUM

To: Orange County Board of Commissioners

From: Todd McGee, Community Relations Director, and Tom Altieri,
Comprehensive Planning Supervisor

Date: Oct. 12, 2021

Re: Report on 2020 Census results in Orange County

Last year marked the undertaking of the 2020 decennial Census by the United States Census Bureau; the first census conducted during a deadly global pandemic presented challenges at the federal and local levels. Deadlines and processes were continually changed. Despite the difficulties, the Census was completed in the fall, and apportionment data was delivered to the President on April 26, 2021.

Orange County appointed a Census Complete Count Committee, led by then Vice-Chair Renee Price. The committee (roster attached) included representatives from all municipalities, schools, Durham Tech, the University of North Carolina and many civic groups. The committee met several times throughout 2019, creating marketing materials in many languages to spread the word about the importance of completing the Census survey. Unfortunately, most of the committee's plans, including a series of 13 *Be Counted Sites*, were thwarted by the COVID-19 pandemic. These sites were located throughout the County and made available public computers for residents to use in order to complete the online Census survey.

When the pandemic shut everything down in mid-March, one of the biggest problems identified with the census was the off-campus student population at the University of North Carolina at Chapel Hill. The committee worked very closely with the University to educate students living off-campus on the importance of completing the survey.

The efforts of the committee, both as a group and individual members, helped Orange County experience one of the highest self-reporting rates in North Carolina. Thanks are extended to committee members for dedicating their time and efforts into ensuring all Orange County residents were counted in the 2020 Census.

Comprehensive Planning

In 2002, the release of the 2000 Census prompted the first major update to the County's original 1981 Land Use Plan, which had guided the County's planning for over 25-years. The Census data was compiled into a 100-page document (aka County Profile Element) that guided completion of the 2030 Comprehensive Plan, which was adopted by the BOCC in November 2008.

As the 2010 Census concluded, the County Planning Department developed a webpage as a central source for County population and demographic data. In

addition to Census data, information from the American Community Survey, which includes five-year estimates, was also added. The website has proven to be a helpful approach to conveying key demographic information to the public. Following is the link to the Planning Department's Census webpage:

<http://www.co.orange.nc.us/1467/Population-Demographics-Population-Proje>

The Planning Department also uses Census data to estimate population projections in Orange County. Attachment 1 includes population estimates through the year 2060 using a linear projection methodology. While there are a variety of projection methodologies, the linear methodology is widely used, relatively simple, and has historically been reasonably accurate at projecting Orange County's population when compared to actual, later-released Census data.

For comparison, using 2010 Census data and the linear methodology, Orange County's population was estimated to be 153,777 in the year 2020 compared to the actual 2020 Census total of 148,696, a difference of 5,081 persons. Historical County projections using 2000 and 2010 Census data are also provided on the aforementioned website.

Big picture

The 2020 Census shows the resident population of the United States on April 1, 2020, was 331,449,281. The resident population increased by 22,703,743 or 7.4% from 308,745,538 in 2010.

Between 2010 and 2020, North Carolina's population grew by 903,905 individuals, an increase of 9.5%, faster than the national growth rate. North Carolina had the sixth largest increase among the states and was the 15th fastest-growing state.

Orange County grew from 133,801 to 148,696 for an increase of 11.1%. As indicated in Attachment 1, all of Orange County's incorporated areas grew in population between 2010 and 2020. Incorporated areas include the Towns of Carrboro, Chapel Hill, and Hillsborough, as well the part of the City of Mebane that is within Orange County. Unincorporated Orange County grew from 51,942 to 55,516 for an increase of 6.9% during the same period.

Response rates

North Carolina's self-response rate was 63.9%, which was less than in 2010 (64.8%) and trailed the national average of 67.0%. For the first time, the Census allowed households to respond via the Internet. The number of people who responded on the Internet was 49.6% in N.C. and 53.5% in the nation.

Orange County ranked third in the state in self-response rates at 72.8%, trailing only Union County (74.7) and Wake County (73.1). In Orange County, 66.8% of households responded via the Internet.

Where are the kids?

North Carolina's child population grew by 2,654, an increase of 0.1%, while the adult population grew by 901,251, an increase of 12.4%. Nationally, the child population shrank by 1.1 million (-1.4%) and the adult population grew by 23.8 million (+10.1%).

The child population grew 4.3% in Orange County (16th in state). Only 26 counties in the state saw an increase in the number of children.

Congressional update

North Carolina was one of six states to gain a seat in the House of Representatives, along with Texas (which picked up two seats), Colorado, Florida, Montana and Oregon. Initial projections had Texas gaining three seats and Florida two.

The ideal size for each of North Carolina's 14 congressional districts will be 745,671, with minor deviations in size allowed. Using current maps, District 1 (Rep. G.K. Butterfield) is the only district that may have a 2020 population below the ideal population size of the new districts. This means that District 1 will need to expand while the other districts may need to shrink to accommodate the extra seat; District 2 in Wake and District 12 in Mecklenburg have the largest projected populations and would need to shrink the most.

The 4th District, which includes all of Orange County, will need to shrink by a considerable margin to fall within the new range.

Orange County becoming older, less white

Orange County's retirement-age population grew by more than 50 percent from 2010 while the percentage of children decreased. The percentage of population identifying as White only decreased by 6.4 percent while the shares of Asian and Hispanic populations grew by more than 200 and 400 percent, respectively. For the first time, the Census included people who identified with two or more races, with 2.6 percent of respondents choosing this option.

Category	2020	2010
Population	148,696	133,801
Under 5	4.4%	5.2%
Under 18	19.2%	20.9%
65 and over	14.6%	9.6%
Female	52.3%	52.2%
White	76.9%	83.3%
Black	11.8%	12.8%
Indian/Alaskan	0.6%	0.2%
Asian	8.1%	2.5%
Hawaiian/PI	0.1%	0.0%
Two or more	2.6%	n/a
Hispanic/Latino	8.6%	1.7%
High school grad+	92.7%	79.8%

Complete Count Committee Members

Chair

Renee Price, Orange County Vice Chair

Members

- Barbara Foushee, Carrboro Board of Alderman
- Karen Stegman, Chapel Hill Town Council
- Matt Hughes, Hillsborough Board of Commissioners
- Todd McGee, Director, Orange County Community Relations
- Melissa Blackburn, Orange County Community Relations
- Janice Tyler, Director, Orange County Department on Aging
- Lucinda Munger, Director, Orange County Library
- Steve Brantley, Director, Orange County Economic Development
- Libbie Hough, Communications Manager, Orange County Library
- Tom Altieri, Orange County Planning Department
- Corey Root, Director, Orange County Partnership to End Homelessness
- Quintana Stewart, Director, Orange County Health Department
- Lindsey Shewmaker, Human Services Manager, Orange County Department of Social Services
- Catherine Lazorko, Communications Manager, Town of Chapel Hill
- Dwight Bassett, Economic Development Officer, Town of Chapel Hill
- Phillip Fleischmann, Director of Parks and Recreation, Town of Chapel Hill
- Judy Johnson, Interim Planning Director, Town of Chapel Hill
- Susan Brown, Director of Chapel Hill Public Library
- Sarah Vinas, Assistant Director for Office of Housing and Community
- Faith Brodie, Director of Chapel Hill Public Housing
- Rachel Heggens, Communications Manager, Carrboro
- Patricia McGuire, Planning Director, Carrboro
- Annette Stone, Economic Development Director, Carrboro
- Rebecca Buzzard, Affordable Housing, Carrboro
- Catherine Wright, Public Information Officer, Hillsborough
- Margaret Hauth, Planning Director, Hillsborough
- Anna Richards, Chapel Hill-Carrboro NAACP President
- Patricia Clayton, Northern Orange County NAACP representative
- Meagan Clawar, Program Manager, Refugee and Community Partnership
- Eliazar Posada, El Centro
- Dr. Krishna Mondal, President, League of Women Voters, Orange-Durham-Chatham Counties of North Carolina
- Aaron Nelson, President and CEO, Chapel Hill Chamber

- Kim Tesoro, Chief Executive Officer, Hillsborough Chamber
- Kristen Smith Young, Director of Community Relations, UNC
- Aaron Bachenheimer, Executive Director, Off-Campus Student Life and Community Partnerships, UNC
- Jeffrey Nash, Chapel Hill-Carrboro Schools

Partners

- Eric Edelheit, Partnership Specialist, U.S. Census Bureau
- Stacey Carless, Executive Director, NC Counts Coalition
- Durrell Johnson, Communications & Outreach Dir., NC Counts Coalition

Linear Population Projections based on 2000-2020 Census:

TOWNSHIP Municipality	POPULATION					Average Increment	POPULATION PROJECTIONS			
	1980	1990	2000	2010	2020		2030	2040	2050	2060
BINGHAM	3,954	5,184	6,181	6,527	6,972	396	7,368	7,764	8,160	8,556
CEDAR GROVE	3,166	3,691	4,930	5,222	5,251	161	5,412	5,573	5,734	5,895
CHAPEL HILL	50,572	61,973	76,578	87,971	96,006	9,714	105,720	115,434	125,148	134,862
Town of Carrboro	7,517	12,134	16,782	19,582	21,295	2,257	23,552	25,809	28,066	30,323
Town of Chapel Hill	32,038	37,596	44,102	54,397	59,054	7,476	66,530	74,006	81,482	88,958
Unincorporated	11,017	12,243	15,694	13,992	15,657	-19	15,638	15,619	15,600	15,581
CHEEKS	4,821	5,422	7,064	9,313	11,050	1,993	13,043	15,036	17,029	19,022
City of Mebane	379	485	675	1,793	3,171	1,248	4,419	5,667	6,915	8,163
Unincorporated	4,442	4,937	6,389	7,520	7,879	745	8,624	9,369	10,114	10,859
ENO	4,450	5,262	6,092	7,501	8,437	1,173	9,610	10,783	11,956	13,129
HILLSBOROUGH	8,599	10,136	11,639	13,809	17,373	2,867	20,240	23,107	25,974	28,841
Town of Hillsborough	3,019	4,263	5,446	6,087	9,660	2,107	11,767	13,874	15,981	18,088
Unincorporated	5,580	5,873	6,193	7,722	7,713	760	8,473	9,233	9,993	10,753
LITTLE RIVER	1,493	2,183	3,047	3,458	3,607	280	3,887	4,167	4,447	4,727
TOTAL COUNTY	77,055	93,851	115,531	133,801	148,696	16,584	165,280	181,864	198,448	215,032
Total Incorporated	42,953	54,478	67,005	81,859	93,180	13,088	106,268	119,356	132,444	145,532
Total Unincorporated	34,102	39,373	48,526	51,942	55,516	3,496	59,012	62,508	66,004	69,500

NOTE: Durham City comprises two small areas of Orange County, one each in Eno and Chapel Hill Townships. The total population of both areas is 144 people. These people were included in their respective township totals.

Linear methodology:

Formula: $P_{t+n} = P_t + bn$

where P_t = population in base year t ;

P_{t+n} = projected population size at a future year, n units of time beyond base year t ;

b = average increment of change in population size per unit of time; and

n = the number of time periods beyond base year t

The average increments were obtained by subtracting 2000 from 2010 and 2010 from 2020 and dividing the sum of by 2.

Example: $((2000-2010)+(2010-2020))/2$. The projections were done by adding the average increment (row 9) to the 2020 data (row 7) and multiplying the result by the difference in the projection year and the most recent year of data (row 7), then dividing that result by 10 (10 year projection increments). Example: $6,972 + (396 * (2030-2020)/10) = 6,923$

Methodology taken from URBAN LAND USE PLANNING (p.125) found in Planning library.

Note: The 2000 population numbers for the Town of Chapel Hill, Chapel Hill Twp and Orange County have been corrected by the U.S. Census Bureau. This worksheet reflects those changes.

FINANCE and ADMINISTRATIVE SERVICES

Gary Donaldson, CTP, Chief Financial Officer / gdonaldson@orangecountync.gov / 200 S. Cameron Street, Hillsborough, NC 27278 / 919.245.2453

DATE: October 19, 2021
TO: Board of County Commissioners
FROM: Gary Donaldson, CFO
RE: 2016 School Bond Referendum Projects

Attached is an update regarding the 2016 School bond referendum projects summary as of June 30, 2021. As noted the Chapel Hill-Carrboro City Schools 2016 bond authorization of \$72.1 million is completely spent.

Orange County Schools has \$11.3 million of authorized but unissued debt with a projected debt issuance of spring 2022.

Please let me know if you need additional information.

cc: Bonnie Hammersley, County Manager

Attachments

Chapel Hill High School/Lincoln Center Projects (Major Facility Renovations project in CIP)

Project	Original Budget	Revised Budget	Actuals*	Balance Remaining	Notes
Chapel Hill High School	68,000,000	68,000,000	73,340,493	(5,340,493)	Bond Funds
CHHS - Major Renovations - this amount not included in Combined Bond Project Totals Below	600,900	598,478	598,478	-	Older Facilities Funding
Total	68,600,900	68,598,478	73,938,971	(5,340,493)	
Available Funds (Capital Reserve Funds):					
Lincoln Center Conversion	1,436,000	1,436,000	796,868	639,132	Bond Funds
Major Facility Renovations	1,724,900	1,733,892	-	1,733,892	All in a Contingency account
Total	3,160,900	3,169,892	796,868	2,373,024	
Grand Total - Major Facility Renovations	71,761,800	71,768,370	74,735,839	(2,967,469)	

*Actuals as of Munis Report through 6/30/21

Total Projected Expenditures and Revenues (To be completed by CHCCS):

	Total Exps (est. by CHCCS)
Combined Bond Projects:	
Chapel Hill High School Project	\$74,965,546
Lincoln Center Project (includes \$750K in Preliminary Planning Exps)	1,546,868
Total	76,512,414

	Total Revs (est. by CHCCS)
Bond Funds - Chapel Hill High School	68,000,000
Bond Funds Used - Lincoln Center	796,868
Apply Unused Bond Funds from Lincoln Center towards the CHHS Project	639,132
Advanced Preliminary Planning Funds - Bond Funds	750,000
Final Tranche of 2016 Bond Funds in FY 2021-22	1,922,000
Total 2016 Bond Funds	72,108,000
Estimated Sales Tax Reimbursements	1,200,000
Additional Incentives and Reimbursements	488,062
Use of Available Contingency Funds - Major Facility Renovations Project (53053)	1,733,892
	75,529,954
Surplus/(Deficit)	(982,460)
Deficit to be Covered with available School Capital Outlay Fund Balance - CHCCS	998,654
Surplus/(Deficit)	16,194

Footnote below

Footnote

NCDOT reimbursement	\$148,062
CH DOT reimbursement	\$200,000
Duke Energy Incentives	\$140,000
Total	\$488,062

Orange County Schools 2016 Bond Projects

Project	Original Budget	Revised Budget	Actuals*	Balance Remaining	Notes
Roofing Projects	4,056,993	3,772,743	1,876,868	1,895,875	Bond Funds
Property Acquisition	3,100,000	3,100,000	3,104,353	(4,353)	Bond Funds
Cedar Ridge High School Addition	14,500,000	14,500,000	13,394,917	1,105,083	Bond Funds
School Safety/Security	2,500,000	2,500,000	1,346,195	1,153,805	Bond Funds
Mechanical Systems	10,871,007	10,871,007	10,871,007	-	Bond Funds
Classroom/Building Improvements	1,000,000	1,284,250	865,549	418,701	Bond Funds
Total	36,028,000	36,028,000	31,458,889	4,569,111	

Available Funds:

Preliminary Planning Funds - approved in FY 2015-16 CIP	478,000	478,000	478,000	-	Bond Funds Provided in - Advance of Bond Referendum
Repurposed Funds from Other OCS Capital Projects in FY 2017-18 to Mechanical Systems Project	-	1,463,407	535,190	928,217	Repurposed Funds
Total	478,000	1,941,407	1,013,190	928,217	
Grand Total - Major Facility Renovations	36,506,000	37,969,407	32,472,079	5,497,328	

*Actuals as of Munis Report through 6/30/21

Total Projected Expenditures and Revenues (To be completed by OCS):

Total Exps (est. by OCS)	
Bond Projects:	
Roofing Projects	3,772,743
Property Acquisition	3,104,353
Cedar Ridge High School Addition	14,500,000
School Safety/Security	2,500,000
Mechanical Systems	10,871,007
Classroom/Building Improvements	1,284,250
Final Tranche for Approved Bond Projects	11,386,000
Total	47,418,353
Total Revs (est. by OCS)	
Bond Funds - Roofing Projects	3,772,743
Bond Funds - Property Acquisition	3,100,000
Bond Funds - Cedar Ridge High School Addition	14,500,000
Bond Funds - School Safety/Security	2,500,000
Bond Funds - Mechanical Systems (includes Repurposed Funds from FY 17-18)	10,871,007
Bond Funds - Classroom/Building Improvements	1,284,250
Advanced Preliminary Planning Funds in FY 15-16 CIP - Bond Funds	478,000
Final Tranche of 2016 Bond Funds in FY 2021-22	11,386,000
Total 2016 Bond Funds	47,892,000
Estimated Sales Tax Reimbursements	-
	47,892,000
Surplus/(Deficit)	473,647