



**Orange County
Board of Commissioners**

Agenda

Business Meeting

December 4, 2023

7:00 p.m.

Donna S. Baker Meeting Room

Whitted Building

300 West Tryon Street

Hillsborough, NC 27278

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

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

Board Organization

- a. Election of Board of Commissioners' Chair and Vice-Chair
- b. Designation of Voting Delegate for all NCACC and NACo Meetings for Calendar Year December 1, 2023-2024

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. Presentation from the Orange County Consumer and Family Advisory Committee

5. Public Hearings

6. Regular Agenda

- a. Orange County Public Schools Capital Needs Assessment Update

7. Reports

8. Consent Agenda

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

- a. Minutes
- b. Motor Vehicle Property Tax Releases/Refunds
- c. Property Tax Releases/Refunds
- d. Late Applications for Property Tax Exemption/Exclusion
- e. Orange County Waterstone EMS Station Memorandum of Understanding
- f. End Point Protection – Managed Detection Response CrowdStrike Contract Renewal
- g. Schools Adequate Public Facilities Ordinance (SAPFO) – Approval of Membership and Capacity Numbers
- h. Approval of a Professional Services Contract with BGE, Inc. for the Lake Orange Perimeter Survey
- i. Changes in BOCC Meeting Schedule for 2024
- j. Boards and Commissions – Appointments

9. County Manager’s Report

10. County Attorney’s Report

11. *Appointments

12. Information Items

- November 14, 2023 BOCC Meeting Follow-up Actions List
- Tax Collector’s Report – Numerical Analysis
- Tax Collector’s Report – Measure of Enforced Collections
- Tax Assessor's Report – Releases/Refunds under \$100
- Memorandum – Equity and Inclusion Update
- Memorandum – Update on Waste and Recycling Center Consolidation

13. Closed Session

14. Adjournment



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

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

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 4, 2023

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

SUBJECT: Presentation from the Orange County Consumer and Family Advisory Committee

DEPARTMENT: County Manager

ATTACHMENT(S):

Alliance Health Consumer and Family
Advisory Committee Annual Report for
FY 2023

INFORMATION CONTACT:

Travis Myren, 919-245-2308

PURPOSE: To receive a presentation from Carol Conway, Co-Chair of the Orange County Consumer and Family Advisory Council.

BACKGROUND: State legislation mandates that Alliance Health and each of North Carolina's other behavioral health managed care organizations support and collaborate with an advisory group of individuals and their family members. These groups are called Consumer and Family Advisory Committees (CFAC's). Each county in Alliance Health's service area has its own CFAC. Orange County's CFAC meets on the fourth Tuesday of every month.

State law charges each CFAC with the following responsibilities:

- Review, comment on, and monitor the implementation of the contract deliverables between area authorities and NCDHHS,
- Identify service gaps and underserved populations,
- Make recommendations regarding the service array and monitor the development of additional services,
- Review and comment on the area authority budget,
- Develop a collaborative and working relationship with the area authority's member advisory committees to obtain input related to service delivery and system change issues, and
- Submit to the State Consumer and Family Advisory Committee findings and recommendations regarding ways to improve the delivery of mental health, intellectual and developmental disabilities, substance use disorder, and traumatic brain injury services, including statewide issues.

The attached Annual Report for FY 2023 describes the Orange County CFAC's goals and accomplishments.

FINANCIAL IMPACT: There is no financial impact with receiving this presentation.

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

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**
The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.
- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.
- **GOAL: CREATE A SAFE COMMUNITY**
The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.
- **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 the presentation.

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

Alliance Consumer and Family Advisory Committee



FY2023 Annual Report



OUR VISION

Alliance CFAC promotes a community-based support system that seeks to have each person reach his or her full potential. This committee of individuals and family members gives voice to the interests and opinions of persons with needs related to mental health, developmental disabilities, and substance use.

It embraces the dignity of all residents in our communities so that each person may achieve his or her highest level of responsibility in the community.

It promotes the empowerment of individuals and the active involvement of family members.



STATE STATUTE CHARGES CFAC WITH THE FOLLOWING RESPONSIBILITIES:

- Review, comment on, and monitor the implementation of the contract deliverables between area authorities and NCDHHS
- Identify service gaps and underserved populations
- Make recommendations regarding the service array and monitor the development of additional services
- Review and comment on the area authority budget
- Develop a collaborative and working relationship with the area authorities member advisory committees to obtain input related to service delivery and system change issues
- Submit to the State Consumer and Family Advisory Committee findings and recommendations regarding ways to improve the delivery of mental health, intellectual and developmental disabilities, substance use disorder, and traumatic brain injury services, including statewide issues



EXECUTIVE SUMMARY

Dr. Michael McGuire Alliance CFAC Chair

The Alliance Consumer and Family Advisory Committee and its six local county subcommittees met throughout FY2023 with a hybrid format providing options for in-person or virtual attendance. The subcommittees in Mecklenburg and Orange counties met for the full fiscal year, their first with Alliance.

I was pleased to serve as CFAC Steering Committee chair during FY23, and Marie Dodson served as co-chair. Dave Curro continued to serve as the CFAC representative on the Alliance Board of Directors.

In September CFAC held a well-attended annual retreat at Alliance's home office. Most members participated in-person, although a handful opted for virtual attendance.

Topics of discussion included an overview of CFAC requirements and responsibilities by a state representative, an overview of Robert's Rules of Order, and an update on Tailored Plan (TP) preparedness. Time was also devoted to development of goals and strategies for the year ahead. A key focus throughout the year was keeping CFAC members informed

about TP operations, preparedness, and launch.

In November Alliance held in-person town hall meetings in each of its six counties as well as a virtual town hall. CFAC co-facilitated these meetings along with Alliance's executive leadership team. Overall, the meetings were well-attended.

Alliance also invited CFAC to be part of internal workgroups related to TP operations, including a new integrated care workgroup around development of training materials for members on management of behavioral health and physical health conditions. Two members of CFAC volunteered to join this workgroup. Members also served on other internal committees, including in the areas of quality management and the member experience.

CEO Rob Robinson and members of his leadership team attended Steering Committee meetings frequently to provide updates regarding the TP and to answer questions and address concerns. The executive leadership team will continue to prioritize attendance at Steering Committee

meetings to provide updates as the TP launch was delayed to FY24.

Members of Alliance's Provider Network team also began providing regular updates at Steering Committee meetings regarding new services and new facilities opening in Alliance counties.

CFAC members continued to attend conferences pertinent to their roles as advocates. During the year CFAC received system updates from our state partners at the Division of MH/DD/SAS, Community Engagement and Empowerment team, and provided feedback as appropriate.

Alliance CFAC has gone through some "growing pains," expected given shifts related to NC Medicaid Transformation, addition of new counties, efforts to adhere to CFAC statutory requirements, and changes in leadership.

What remains clear is CFAC members' unwavering commitment to serve as advocates for members and recipients whose services are managed and coordinated by Alliance Health.

Cumberland County CFAC Summary



The Cumberland CFAC subcommittee worked this year to be as impactful as possible despite the challenges of COVID and safety issues. However, the group remained committed to being a voice for the community and pushing forward into the new day-to-day life in the community.

We spread awareness in the outlying areas of Cumberland County as well as the metropolitan area via individual members and provided education in the community about CFAC. We were able to share information with various other organizations that members belong to about CFAC, Alliance, and changes that may affect the public. We helped educate the inner city of Fayetteville by collaborating with Cumberland County Community Collaborative and other community organizations to fulfil our goal and statutory requirements.

This has continued to be somewhat challenging as many CFAC members are continuing to acclimate themselves to in-person events, while making sure that our personal health and wellness and that of our loved ones remained a priority. However, the committee has continued to foster relationships within the community and with each other in the committee.

As FY23 ends the committee anticipates open seats as some members have reached the end of their terms, and we issued a call to recruitment for the Cumberland CFAC. We remained dedicated and focused by keeping up attendance via the subcommittee meetings and virtual representation at Steering Committee meetings. Local members Dr. Michael McGuire and Shirley Francis were elected chair and secretary respectively of the Steering Committee.

Needs and gaps continued to be a part of the discussion and the subcommittee submitted our ideas and concerns. Members were always brainstorming ways to bridge the gap of needed information and resources for those in need. A goal was identifying resources for therapeutic foster youth in the population we serve as well as supporting them in decreasing trauma and the amount of moves with the community.

We continued to express our concerns about the impact state cuts and Medicaid transformation is and will have on the community, and will continue to show our support for the community and each other by participating in other organizations' events, spreading their vital information to the public.

Chair Felishia

McPherson received the NAMI-NC Advocacy of the Year Award and was elected NAMI PLC chair. She attended NAMICON 23, the One Community In Recovery Conference, and the Cumberland County Homeless and Hunger Stand Down.

Co-chair Ellen Gibson

attended the Homeless and Hunger Stand Down and participated in the Community Clothes Giveaway, the Women in Conversation Memorial Walk, the Mental Health Walk, and the One in Recovery conference.

Other committee

members participated in Steering Committee meetings and in a variety of events, including:

- NAMIWalks
- State CFAC meetings
- Cumberland Med Assist
- i2i conferences
- Homeless and Hunger Stand Down
- Feeding the Homeless
- NAMICHL Annual Community Diversity and Inclusion Event

Durham County CFAC Summary



Throughout the year, the Durham CFAC subcommittee discussed adjustments to the Tailored Plan and Medicaid expansion. Alliance staff joined Durham CFAC meetings to discuss pharmacy benefits, Crisis Intervention Training, System of Care (SOC), Durham Network of Care, the Durham Community Collaborative, and community inclusion planning meetings.

To improve internal functions, the Durham subcommittee reviewed its by-laws and charter, engaged in ongoing discussion about a transition to in-person or hybrid meetings, added two new members, and encouraged more members to join the State CFAC and Alliance CFAC Steering Committee meetings.

Concerns were raised about the increase in gun violence in the community and the importance of supporting youth, and discussions were held around the development of a Youth Advisory Committee.

Regina Mays and Charlitta Burruss attended the i2i conference, and CFAC participated in the State Legislative Day and state legislative breakfast. Tammy Shaw attended the One Community in Recovery Conference.

Various CFAC members attended the Durham NC Med Assist event and NAMI Walk.

Durham CFAC hosted a variety of speakers to provide education to pass onto the community. Speakers included NC Senator Mike Woodard, and representatives from the Autism Society of NC and UNC Advocacy and Inclusion with UNC Medicine (I/DD and Neurodevelopmental Disorders).





Johnston County CFAC Summary

FY23 was a year of challenges and triumphs. We were coming out of a global pandemic, hindering our ability to get out in the community and hold in-person meetings, but we eventually came out of that cocoon of human isolation, put our doubts aside, and got back to work.

Forced isolation had the benefit of making one learn how to communicate virtually and our members quickly grasped the concept. We learned new communication skills and drew on the strength of our group of dedicated CFAC members.

Several members attended the two-day Spring i2i Conference in June where we learned about the plans of the Department of Health and Human Services (DHSS) to organize a Tailored Plan to combine physical and mental health services. It was interesting to see specific data and how it will be implemented.

We visited some interesting workshops, especially for those of us who are Certified Peer Support Specialists. The Medical Director from Baptist Hospital in Winston-Salem described their triage program in the emergency department for those suffering with a mental health crisis. He told us it was staffed by

Peer Support Specialists who were able to direct people to mobile care and local providers, greatly reducing inpatient hospitalization and saving the hospital the expense of treating indigent people. There was a workshop on medications for opioid use disorder (MOUD) and the use of Narcan during an overdose. We were able to secure a case of Narcan to bring back to the county to distribute.

The Tailored Plan and its impact on our population was discussed during all subcommittee meetings. For the most part, our membership believed The Tailored Plan concept is a sound one but we had concerns about the ongoing lack of providers in Johnston County, a rural area except for the western part of the county that attracts commuters working, shopping, and seeing doctors in the Raleigh-Durham area.

Several of us met regularly with our County Board of Commissioners, who express the same concern. They have stated our county is not economically attractive for the larger provider groups to relocate or open an office within our borders. We all hope with Johnston County being the fastest growing county in the state, this situation will eventually change for the better.

Our members participated in a number of community events, including:

- School Health Advisory Council (SHAC) Backpack Buddies, where back packs were loaded with school supplies and sanitary items

- Johnston County Education Appreciation event cohosted by SHAC

- Volunteer fair sponsored by UNC Johnston Health

- Fall vaccine festival

- NC Medicaid behavioral health stakeholder engagement webinar hosted by DHHS

- Sponsor of awards and recognition breakfast as a May Mental Health Awareness project

- One Community in Recovery Conference in Greensboro, which has evolved to focus less on substance use and to include all kinds of recovery from chronic mental health conditions

- State CFAC Legislative Day

- NC Disability Rights Conference

- A showing of *Unmet*, a documentary portraying the lives of several people with intellectual and developmental disabilities

- Smithfield Ham and Yam Festival, which we plan to make an annual occurrence

Mecklenburg County CFAC Summary



The Mecklenburg subcommittee experienced many exciting changes in FY23. The beginning of the year focused on recruitment and organizing the group in our first full year as Alliance Mecklenburg CFAC. We currently have 12 members who bring a wealth of knowledge and understanding about our members and their needs. Linda Campbell was elected chair and Michael Flood co-chair, and we thank our outgoing chair Ruth Reynolds and co-chair Randy Sperling for helping start our local CFAC.

This was an important year to spread awareness about the Tailored Plan and the launch dates and for understanding the gaps and needs of our community and specific ways to advocate.

Our members represented CFAC at monthly State CFAC meetings, i2i and One Community in Recovery conferences, the Alliance Human Rights Committee, the Mecklenburg County Crisis Collaborative, NAMI, and Poder y Esperanza. We received updates from the NCDHHS Community Engagement Team on important legislative dates, community meetings, and advocacy opportunities, and received regular updates from Alliance Health's management and staff on changes to Tailored Plan launch dates, provider updates, and changes in services. Alan McDonald and Michael Flood

participated in the monthly meetings for the Mecklenburg County Behavioral Health Strategic Plan (BHSP) to solicit input from both service providers and the community at-large. The purpose of this engagement is to assess the behavioral health needs of the community to enhance the impact, coordination and alignment of Mecklenburg County's behavioral health services and contracts. Linda Campbell and Lois Stickell also participated in the BHSP Community Meetings as advocates for their family members.

In June, Mecklenburg CFAC hosted an event at Charlotte Mecklenburg Schools to discuss B3 services and upcoming 1915i waiver services. Participants learned about B3 services, how their children are eligible, and the pending transition from the 1915(b)(3) waiver to the 1915(i) waiver. Speakers included representatives from NCDHHS, and over 30 parents and community stakeholders participated.

Mecklenburg CFAC identified several gaps and needs and took the initiative to work with NCDHHS to create an informational flyer for an identified gap, the Registry of Unmet Needs.





Orange County CFAC Summary

The Orange County CFAC subcommittee (OC-CFAC) is now in its second year as part of the Alliance Health service area. The group continued its endeavors to implement systems advocacy planning to support, assist, and advocate for those within their communities.

OC-CFAC has taken a proactive approach toward advocacy by networking and collaborating with stakeholders and service providers across Orange County. With many members and recipients needing assistance and support, OC-CFAC identified specific areas where service gaps are present as they relate to the Hispanic population, including a lack of trained bi-lingual care staff and translators throughout behavioral and physical health, and in the judicial system.

OC-CFAC also recognized and identified service gaps within the IDD/behavioral health population related to employment and housing. We recognized the many challenges marginalized individuals face in their communities. OC-CFAC has a unique and experiential perspective when implementing advocacy efforts, and an understanding that positive change is a process, sometimes slow and painful, but a process nonetheless.

FY23 included advocacy efforts that were specific, measurable, achievable, relevant, and timely, following the (SMART) planning method.

Among our accomplishments:

- CFAC members attended a Justice United community event to learn more about their advocacy efforts for the marginalized populations in Orange County.
- CFAC members heard from a representative of El Futuro of Durham County representative, who shared and answered questions pertaining to the service gaps identified in the Hispanic population and their plan to return to the Orange County community again.
- OC-CFAC chair Carol Conway worked tirelessly with many organizations, stakeholders, and Alliance Health to plan an event targeting IDD community members, supporters, and allies for October 2023 with numerous well-known leaders within the community. State officials will speak and take part in panel discussions at the event.
- We networked and collaborated with the Orange County System of Care committee to support and co-sponsor our Be Well community event in May.
- We have added at least four new members to the committee this year.

Scope of Influence

Ongoing advocacy and support for members and recipients on the register of unmet needs (RUN), NAMI-Extraordinary Ventures, Trauma Resource Network, and Club Nova

Our Goals

Address increasing housing and employment options for members and recipients who are going through transitional phases, from crisis to stabilization to maintenance, with specific focus on the IDD/behavioral health populations

As the Orange County CFAC subcommittee continues to grow and build its membership, make a positive difference and change in our community, accomplished with continued advocacy and support through networking and collaboration with the various stakeholders and service providers in the community

Wake County CFAC Summary



Wake CFAC subcommittee members attended several events throughout the year. Chair Alicia Jones and co-chair Nancy Johns participated in the NAMI conference in October, and several members attended the NC One in Recovery Conference in March.

For Legislative Day, Ben Smith represented Wake CFAC and participated in the day's events.

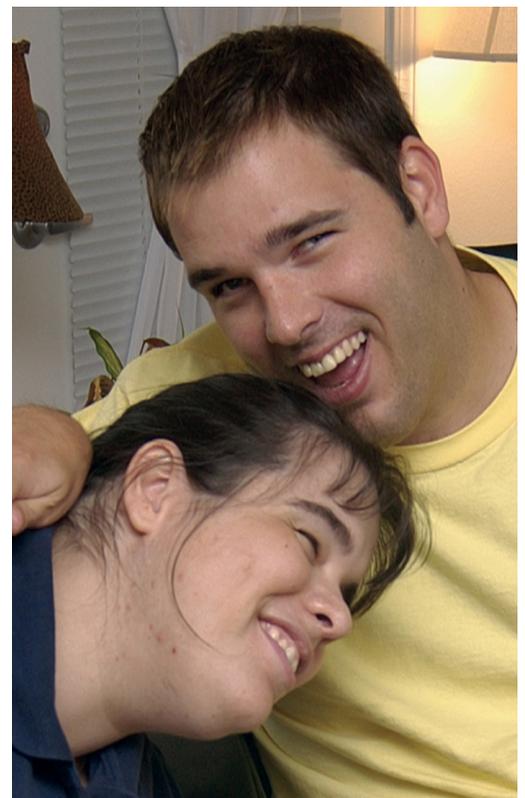
In April, the group supported Brooks Avenue Church's Spring Carnival for special needs children and their families, and provided CFAC information to all the attendees of the event.

In June, several members attended the i2i Conference in Raleigh.

Annette Smith continues her advocacy work by focusing on the need for direct support professionals and changes to ensure continuity of care. She also began serving on the State CFAC on July 1, 2023.

Nancy Johns keeps the group updated on NAMI initiatives and events and continues her advocacy by participating on the new asthma education planning committee.

The group also received trainings throughout the year during their monthly subcommittee meetings. These trainings included the Wake County Opioid Settlement, provided by Denise Foreman, Wake Assistant County Manager, and a joint training with Johnston CFAC led by Anna Ward that included information and education on the Carolina Institute for Developmental Disabilities' Mission. Also, the group received a training on the Duke University Thriving in Transition program.





A MESSAGE FROM DAVE CURRO

Alliance Health Board Member

CFAC Liaison, Durham County

As part of the Consumer and Family Advisory Committee, I feel my concerns are heard and acted upon by the Alliance Health leadership.

CFAC is where you don't just ask questions, but have a conversation about services for you or your loved ones. It gives you a sense that you are contributing in a meaningful way while learning about the lived experiences of

people with mental illness, intellectual/developmental disabilities, substance use disorder, and traumatic brain injury.

It is a place of learning and discovery. A place to give back to the community we all live in.



**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 4, 2023

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

SUBJECT: Orange County Public Schools Capital Needs Assessment Update

DEPARTMENT: Asset Management Services

ATTACHMENT(S):

1. Woolpert Presentation
2. Proposed Timeline

INFORMATION CONTACT:

Travis Myren, Deputy County Manager,
919-245-2308
Steven Arndt, Asset Management
Services Director, 919-245-2658

PURPOSE: To receive a final presentation of the Public Schools Capital Needs Assessment as performed by Woolpert, Inc.

BACKGROUND: At the Board of Commissioners' March 21, 2023 Business meeting, the Board approved a contract with Woolpert, Inc. totaling \$984,561 to provide a:

- Comprehensive Facility Condition Assessment (FCA)
- Optimization Plan of Existing Space Utilization; and
- Examination of Prioritization Models, Benchmarking Best Practices and Scenarios for both school districts that recognize the distinct structure of the County allocating funds to the two school districts.

The products of this study will help the County and School professionals better plan, manage and fund new construction and maintenance of the thirty-one (31) school campuses and administrative offices for the two (2) school districts.

At the September 26, 2023 Joint Meeting of the Board of County Commissioners, Chapel Hill Carrboro City Schools Board of Education, and the Orange County Schools Board of Education, representatives of Woolpert, Inc. provided an update on their efforts that included a summary of the comprehensive facility condition assessment, an optimization plan of existing space utilization and several funding scenarios options. The three governing bodies provided feedback, comments and direction to the firm upon the completion of the presentation.

Woolpert, Inc. will be providing a final presentation, with recommendations, on the Public Schools Capital Needs Assessment, as the effort nears completion (Attachment 1). A timeline of follow up items necessary to implement the plan is provided at Attachment 2.

FINANCIAL IMPACT: The total cost of the contract is \$984,561. The assessment was authorized and funded as part of the FY 2020-21 Capital Investment Plan (CIP) planning process. There is no additional financial impact tied directly to this presentation.

SOCIAL JUSTICE IMPACT: The following Orange County Social Justice Goal is associated with 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: The following Orange County Environmental Responsibility Goal impact is associated with 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.

RECOMMENDATION(S): The Manager recommends that the Board receive the final presentation of the Public Schools Capital Needs Assessment as performed by Woolpert, Inc., and provide any comments and questions.

2023

LONG-RANGE OPTIMIZATION PLAN OPTIONS & RECOMMENDATIONS

Board of Commissioners

December 4, 2023

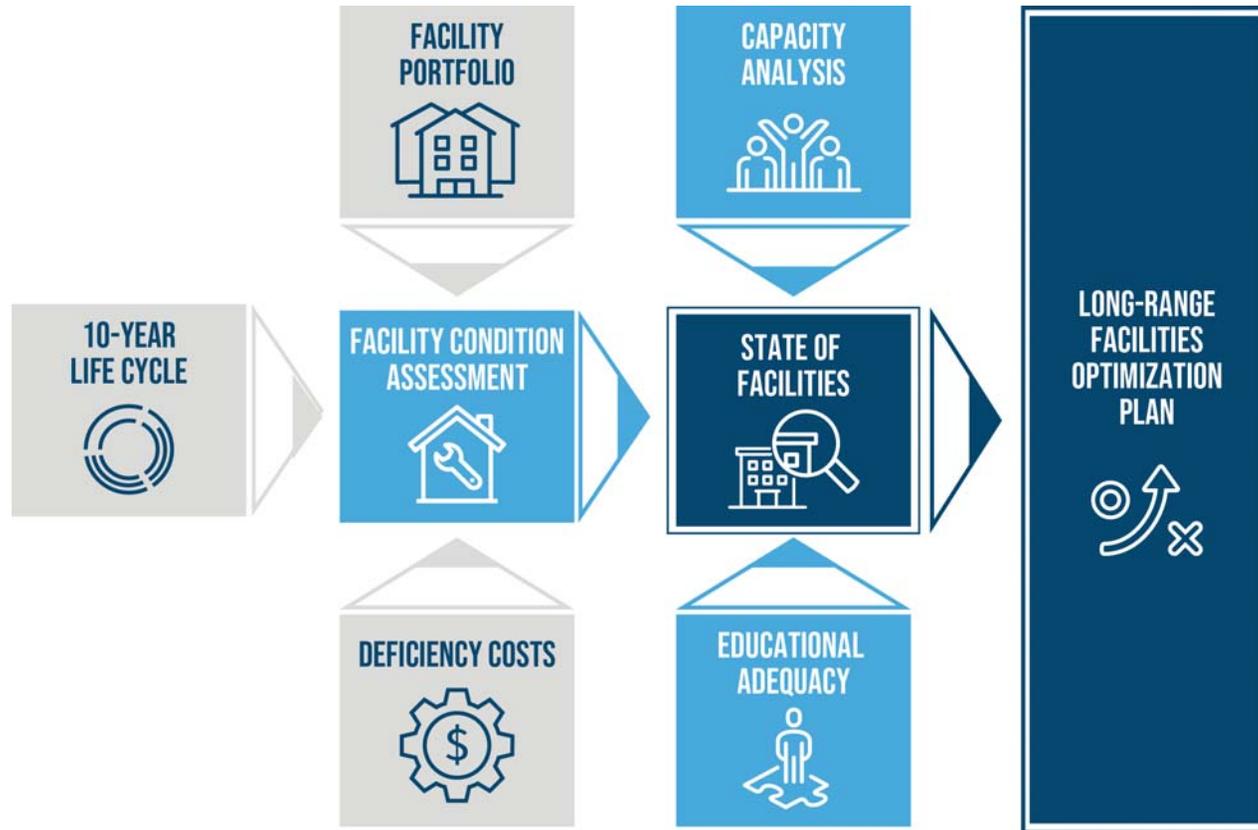


AGENDA

- **Project Overview**
- **Assessment Findings**
- **Funding Scenarios**
- **Options**
- **Recommendation**
- **Project Timeline**



PROJECT OVERVIEW



ASSESSMENT SUMMARY



CONDITION ASSESSMENT FINDINGS

Chapel Hill-Carrboro City Schools

Total 5-Year Need - \$297.2 Million

Total 10-Year Need - \$573.8 Million

Replacement Value - \$1 Billion

Average 5-Year FCI - 28%

Average 10-Year FCI - 51%

Overall SAPFO Utilization Districtwide 90%:
range from <70% to >100%

40%, 60% & 20% of ES, MS & HS classrooms
are undersized

Orange County Schools

Total 5-Year Need - \$201.4 Million

Total 10-Year Need - \$389.7 Million

Replacement Value - \$743 Million

Average 5-Year FCI - 27%

Average 10-Year FCI - 50%

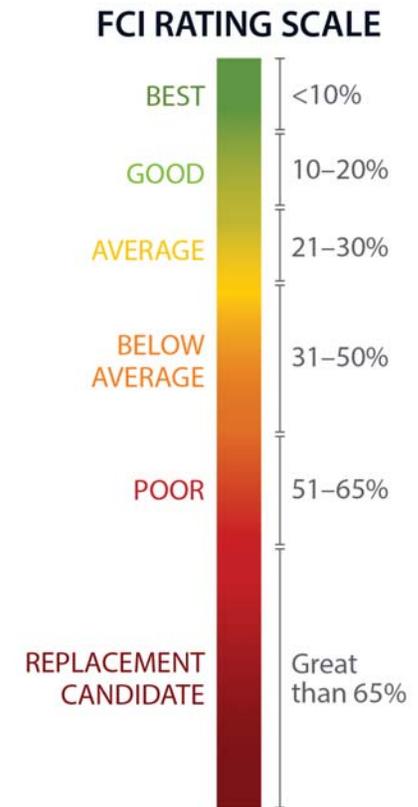
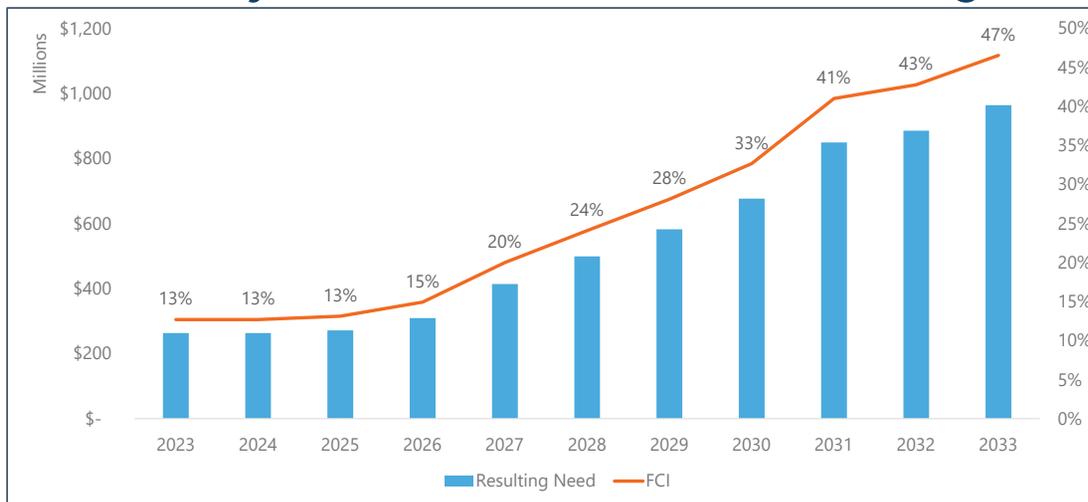
Overall SAPFO Utilization Districtwide 85%: range
from <70% to >120%

50%, 25% & 20% of ES, MS & HS classrooms are
undersized



FACILITY CONDITION INDEX (FCI)

- Ratio to compare dissimilar facilities
- Indicator of facility health
- Higher the FCI the greater the need
- FCI is only **one factor** in decision making



BEST PRACTICES & ONGOING CAPITAL RENEWALS



NATIONAL BEST PRACTICES FOR CAPITAL OUTLAY OF PUBLIC SCHOOL FACILITIES

Recommended percentages based on current replacement value (CRV) of facilities

Periodic Renewals 2% of CRV
 Replacement of components that are obsolete or in disrepair, such as replacing roofs

Orange County notional annual budget = \$34.9M

 = \$20.0M	 = \$14.9M
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Maintenance 2% of CRV
 Preventative and routine maintenance, plus minor repairs

Orange County notional annual budget = \$34.9M

 = \$20.0M	 = \$14.9M
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As-Needed Alterations 1% of CRV
 Improving educational spaces by addressing small or missing spaces, updating learning tools, or improving safety

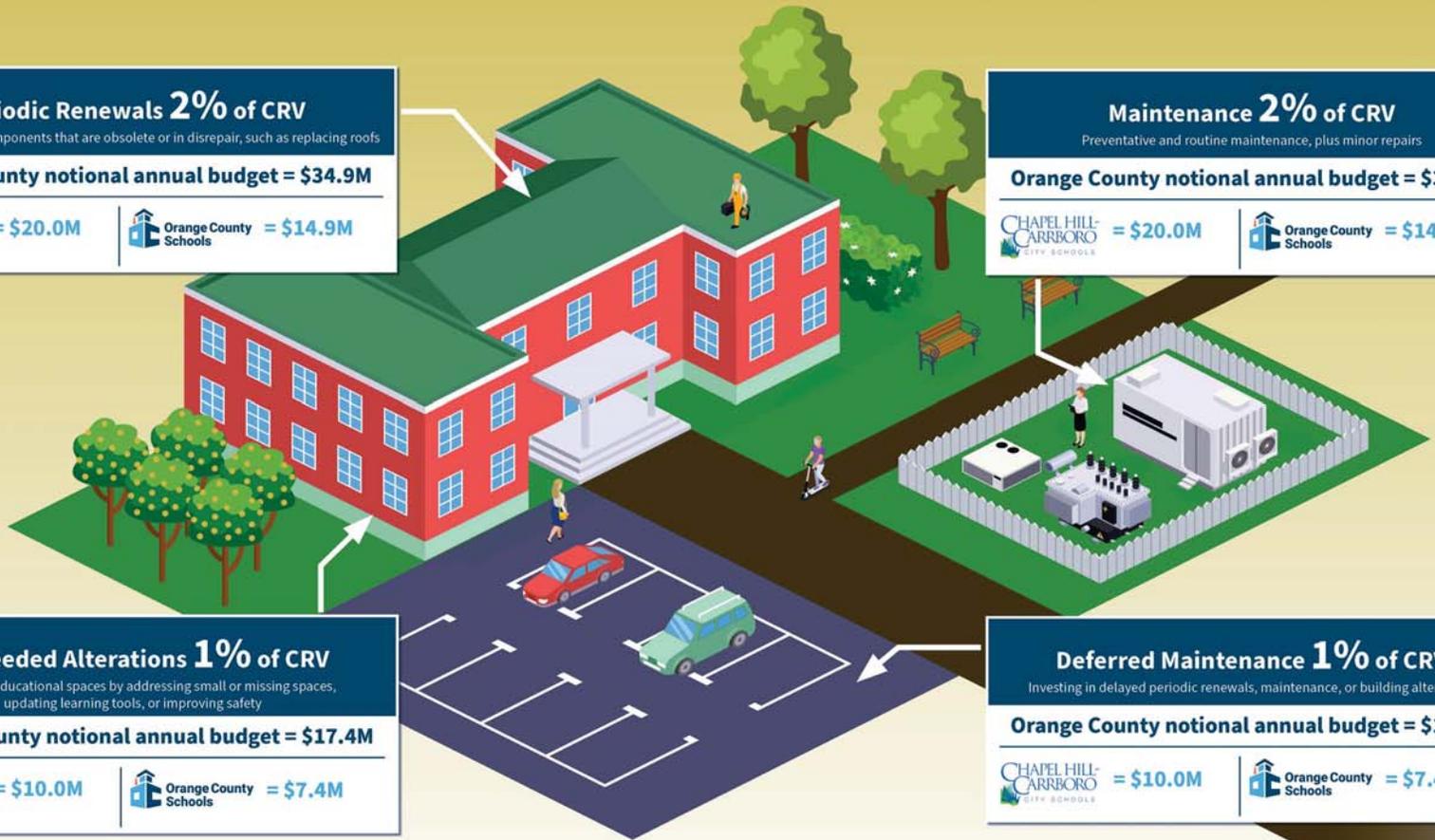
Orange County notional annual budget = \$17.4M

 = \$10.0M	 = \$7.4M
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Deferred Maintenance 1% of CRV
 Investing in delayed periodic renewals, maintenance, or building alterations

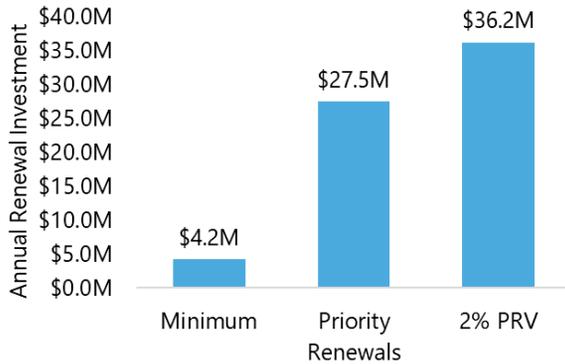
Orange County notional annual budget = \$17.4M

 = \$10.0M	 = \$7.4M
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ONGOING CAPITAL RENEWALS

- System replacements based on expected useful life
- Failing to address will increase deferred maintenance backlog



	FACILITY	BUDGET	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
CHCCS	Carrboro ES	\$0.0M															
	Carrboro HS	\$16.3M															
	Chapel Hill HS	\$53.7M															
	Culbreth MS (Priority 1 Needs)	\$0.0M															
	East Chapel Hill HS	\$51.6M															
	Ephesus ES	\$7.7M															
	Estes Hill ES (Priority 1 Needs)	\$0.4M															
	Frank Porter Graham ES (Priority 1 Needs)	\$0.9M															
	Glenwood ES	\$10.5M															
	Lincoln Center	\$8.7M															
	McDougle ES-MS	\$31.6M															
	Morris Grove ES	\$8.7M															
	Northside ES	\$6.5M															
	Phillips MS	\$6.2M															
	Phoenix Academy	\$2.0M															
	Rashkis ES	\$19.5M															
	Scroggs ES	\$24.6M															
Seawell ES	\$11.3M																
Smith MS	\$10.1M																
	CHCCS TOTAL	\$270.2M	\$80.2M	\$0.6M	\$3.6M	\$21.1M	\$27.5M	\$14.0M	\$31.5M	\$19.7M	\$3.7M	\$6.5M	\$0.0M	\$32.0M	\$0.0M	\$0.1M	\$29.7M
OCS	A.L. Stanback MS 304	\$31.1M															
	Administrative Annex	\$0.8M															
	Administrative Annex II (Transp Dispatch)	\$0.1M															
	Cedar Ridge HS 310	\$1.2M															
	Central ES 312	\$2.9M															
	Central Office	\$0.3M															
	Efland Cheeks ES 324	\$7.5M															
	Grady A. Brown ES 328	\$14.5M															
	Gravelly Hill MS 327	\$25.0M															
	Hillsborough ES 329 (Priority 1 Needs)	\$0.4M															
	Maintenance Department	\$0.9M															
	New Hope ES 330	\$5.2M															
	Orange HS 332	\$18.1M															
	Orange MS 316	\$0.0M															
	Partnership Academy (Priority 1 Needs)	\$0.2M															
	Pathways ES 336	\$12.2M															
	River Park ES 308	\$13.9M															
Transportation Department	\$3.3M																
Welcome Center	\$4.7M																
	OCS TOTAL	\$142.3M	\$42.6M	\$0.0M	\$2.6M	\$25.2M	\$1.3M	\$3.7M	\$13.7M	\$9.9M	\$7.7M	\$3.5M	\$0.0M	\$31.7M	\$0.0M	\$0.0M	\$0.3M
	ORANGE COUNTY TOTAL	\$412.4M	\$122.8M	\$0.6M	\$6.3M	\$46.3M	\$28.8M	\$17.7M	\$45.2M	\$29.5M	\$11.4M	\$10.0M	\$0.0M	\$63.8M	\$0.0M	\$0.1M	\$30.1M

OPTIONS



OPTIONS DEVELOPMENT

- Utilization
- FCI
- Portables
- Site constraints
- Educational Adequacy
- Survey
- What investments are best for students and best value in the long-term?



OPTIONS RETURN ON INVESTMENT

OPTIONS	RETURN ON INVESTMENT				COST PER YEAR	X	TIMELINE	=	TOTAL INVESTMENT
A COMFORTABLE & SAFE	 Addresses 20% of facility needs	 No changes to classroom spaces	 No changes to student capacity	 No additional or renovated schools	\$44 million		 5 years		\$219 million
B COMFORTABLE & SAFE, PLUS 10-YEAR FACILITY NEEDS	 Addresses ALL facility needs	 No changes to classroom spaces	 No changes to student capacity	 No additional or renovated schools	\$110 million		 10 years		\$1.1 billion
C COMFORTABLE & SAFE, PLUS UPGRADED LEARNING TOOLS	 2 Renovations	  Upgraded learning tools, no space changes	 4 Replacement schools	 1 New school	\$54 million		 10 years		\$541.2 million
D COMFORTABLE & SAFE, PLUS NEW CONSTRUCTION	 12 Renovations	  Upgraded learning tools and right-size classroom spaces	 7 Replacement schools	 2 New schools	\$67 million		 15 years		\$1.0 billion

(New MS replacing capacity from McDougle ES/MS)

RECOMMENDATION

Option D



RECOMMENDATION (OPTION D)

- **Enhanced teaching and learning environments**
 - advances educational outcomes and opportunities
- **Improved school utilization**
 - provides flexible spaces for multiple learning styles
- **Updated classroom spaces** and learning tools meet modern education standards
- Right-sized portfolio creates **operational efficiencies**
- Investing in community attracts and retains residents



RECOMMENDATION PHASE 1 (1-5 YEARS)

- Align facility capacity with enrollment
 - Consolidates one ES at CHCCS
 - Construct New ES west OCS



CHAPEL HILL-CARRBORO CITY SCHOOLS

Facility	Strategy	Budget
Carrboro ES	Replacement School	\$49.5M
New MS	New School	\$71.5M
Estes Hills ES	Consolidate	\$1.3M
Frank Porter Graham ES	Consolidate	\$1.4M
Carrboro High	High Priority Needs	\$37.7M
Culbreth MS	Replacement School	\$71.5M
Smith MS	Adequacy	\$16.3M
Total		\$249.2M

ORANGE COUNTY SCHOOLS

Facility	Strategy	Budget
Central ES (Partial Rebuild)	Replacement School	\$34.5M
New ES	New School	\$49.5M
Hillsborough ES	Consolidate	\$1.3M
Orange MS	Replacement School	\$71.5M
New Hope ES	Adequacy	\$13.0M
Partnership Academy	Replacement School	\$9.4M
Total		\$179.2M



RECOMMENDATION PHASE 2 (5-10 YEARS)

- Improve educational adequacy
- Address condition needs



CHAPEL HILL-CARRBORO CITY SCHOOLS

Facility	Strategy	Budget
Phoenix Academy	Renovation	\$5.7M
Chapel Hill High	High Priority Needs	\$10.9M
Ephesus ES	Renovation	\$28.9M
Morris Grove ES	Renovation	\$11.8M
Rashkis ES	Renovation	\$15.1M
E. Chapel Hill HS	Renovation	\$23.2M
Phillips MS	Replacement School	\$71.5M
Total		\$167.0M

ORANGE COUNTY SCHOOLS

Facility	Strategy	Budget
Efland-Cheeks ES	Adequacy	\$3.4M
Grady Brown ES	High Priority Needs	\$4.8M
Pathways ES	High Priority Needs	\$4.7M
River Park ES	High Priority Needs	\$6.7M
Cedar Ridge HS	High Priority Needs	\$6.3M
Maintenance Department	High Priority Needs	\$0.0M
Orange HS	Replacement School	\$153.9M
Transportation Department	High Priority Needs	\$1.7M
Total		\$181.5M



RECOMMENDATION PHASE 3 (10-15 YEARS)

- Improve educational adequacy
- Address condition needs



CHAPEL HILL-CARRBORO CITY SCHOOLS

Facility	Strategy	Budget
McDougle ES-MS	Renovation	\$52.1M
Glenwood ES	Renovation	\$26.3M
Northside ES	Renovation	\$14.2M
Scroggs ES	Renovation	\$12.2M
Seawell ES	Renovation	\$25.9M
Total		\$130.7M

ORANGE COUNTY SCHOOLS

Facility	Strategy	Budget
Welcome Center	High Priority Needs	\$0.7M
A.L. Stanback MS	Renovation	\$54.0M
Gravelly Hill MS	Renovation	\$48.5M
Total		\$103.2M



		FACILITY	STRATEGY	BUDGET	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039		
PHASE 1	CHCCS	Carrboro ES	Replacement School	\$49.5M	\$9.9M	\$19.8M	\$19.8M														
		New MS	Replacement School	\$71.5M	\$14.3M	\$28.6M	\$28.6M														
		Estes Hills ES	Consolidate	\$1.3M			\$1.3M														
		Frank Porter Graham ES	Consolidate	\$1.4M			\$1.4M														
		Carrboro HS	High Priority Needs	\$37.7M			\$7.5M	\$15.1M	\$15.1M												
		Culbreth MS	Replacement School	\$71.5M			\$14.3M	\$28.6M	\$28.6M												
		Smith MS	Adequacy	\$16.3M				\$16.3M													
	DCS	Central ES (Partial Rebuild)	Replacement School	\$34.5M	\$17.3M	\$17.3M															
		New ES	New School	\$49.5M	\$9.9M	\$19.8M	\$19.8M														
		Hillsborough ES	Consolidate	\$1.3M		\$1.3M															
		Orange MS	Replacement School	\$71.5M			\$7.2M	\$35.8M	\$28.6M												
		New Hope ES	Adequacy	\$13.0M					\$13.0M												
		Partnership Academy	Replacement School	\$9.4M					\$9.4M												
		TOTAL		\$428.4M	\$51.3M	\$86.8M	\$99.9M	\$95.7M	\$94.7M												
PHASE 2	CHCCS	Phoenix Academy	Renovation	\$5.7M						\$5.7M											
		Chapel Hill HS	High Priority Needs	\$10.9M							\$10.9M										
		Ephesus ES	Renovation	\$28.9M							\$14.4M	\$14.4M									
		Morris Grove ES	Renovation	\$11.8M								\$11.8M									
		Rashkis ES	Renovation	\$15.1M									\$15.1M								
		E. Chapel Hill HS	Renovation	\$23.2M										\$23.2M							
		Phillips MS	Replacement School	\$71.5M								\$14.3M	\$28.6M	\$28.6M							
	DCS	Efland-Cheeks ES	Adequacy	\$3.4M						\$3.4M											
		Grady Brown ES	High Priority Needs	\$4.8M						\$4.8M											
		Pathways ES	High Priority Needs	\$4.7M						\$4.7M											
		River Park ES	High Priority Needs	\$6.7M						\$6.7M											
		Cedar Ridge HS	High Priority Needs	\$6.3M						\$6.3M											
		Maintenance Department	High Priority Needs	\$0.0M						\$0.0M											
		Orange HS	Replacement School	\$153.9M			\$7.7M				\$23.1M	\$61.6M	\$61.6M								
Transportation Department	High Priority Needs	\$1.7M											\$1.7M								
TOTAL		\$348.5M			\$7.7M				\$31.6M	\$48.4M	\$102.1M	\$105.2M	\$53.5M								
PHASE 3	CHCCS	McDougle ES-MS	Renovation	\$52.1M										\$52.1M							
		Glenwood ES	Renovation	\$26.3M												\$26.3M					
		Northside ES	Renovation	\$14.2M														\$14.2M			
		Scroggs ES	Renovation	\$12.2M														\$12.2M			
		Seawell ES	Renovation	\$25.9M															\$25.9M		
		<div style="display: flex; justify-content: space-between;"> DCS Welcome Center </div>	High Priority Needs	\$0.7M											\$0.7M						
	<div style="display: flex; justify-content: space-between;"> DCS A.L. Stanback MS </div>	Renovation	\$54.0M										\$10.8M	\$21.6M	\$21.6M						
	<div style="display: flex; justify-content: space-between;"> DCS Gravelly Hill MS </div>	Renovation	\$48.5M															\$9.7M	\$19.4M	\$19.4M	
	TOTAL		\$233.9M												\$11.5M	\$73.7M	\$47.9M	\$36.1M	\$45.3M	\$19.4M	
GRAND TOTAL			\$1,010.8M	\$51.3M	\$86.8M	\$107.6M	\$95.7M	\$94.7M	\$31.6M	\$48.4M	\$102.1M	\$105.2M	\$65.0M	\$73.7M	\$47.9M	\$36.1M	\$45.3M	\$19.4M			

BENEFITS



CONTEXT FOR THE RECOMMENDATIONS

- State of North Carolina **contributes significantly less** than the national average to local district capital needs*
 - National average for state contributions to local district capital outlay = 22%
 - NC averages 10%
 - NC contribution to Orange County school capital outlay **averaged 5%** from 2015-present
 - NC districts average **half the long-term** debt per student,
 - Likely compounded by the lack of state investment,
 - Long-term debt is the standards means for major capital investment
 - NC has the **third lowest investment in M&O** per square feet of schools in the nation
- This context **increases the local burden** on NC counties to fund school facilities yet **does not change realities** of the need

* Filardo, Mary. 2021 *State of Our Schools: America's PK-12 Public School Facilities 2021*. Washington, D.C.: 21st Century School Fund.



BENEFITS

- **Strategic investment**

- Removing high investment facilities through consolidations
- Replacing schools addresses condition and adequacy of older/outdated facilities
- Improve portfolio age

- **Address capacity**

- CHCCS consolidating Elementary Schools
- Orange adding Elementary School at west side

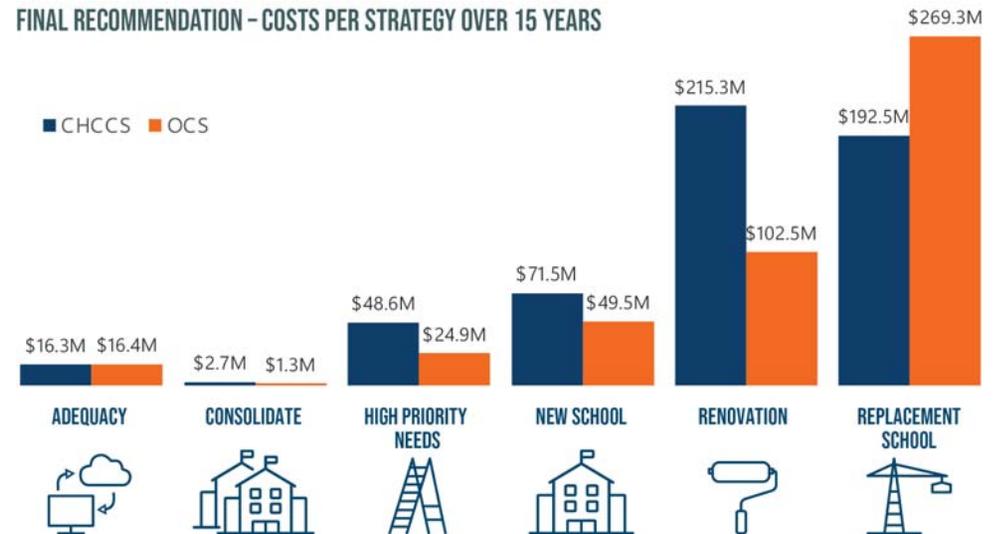
- **Improve educational adequacy**

- Replace small outdated spaces

- **Gain operational efficiencies**

- Consolidation elementary schools CHCCS
- Opportunity to expand dual language program

FINAL RECOMMENDATION – COSTS PER STRATEGY OVER 15 YEARS



QUESTIONS



WOOLPERT

ARCHITECTURE | ENGINEERING | GEOSPATIAL

Attachment 2

Proposed Timeline

Proposed 2024 Capital Planning and Bond Referendum Schedule	
1. Review schedule of approvals for a bond referendum and review the County Facilities Master Plan	<i>November 9th Work Session</i>
2. Review School Facilities Long Range Optimization Plan - Woolpert	<i>December 4th Business Meeting</i>
3. Review Financing Scenarios	<i>December 12th Business Meeting</i>
4. Approve a tentative plan for Bond Referendum	<i>January 16th Business Meeting and/or January 19th Retreat</i>
5. Staff meets with Local Government Commission on tentative Bond plan	January/February 2024
6. School Boards adopt a resolution supporting the referendum	February 2024
7. Review potential adjustments to the bond referendum plan, if needed.	<i>March 7 Business Meeting March 12 Work Session March 19 Business Meeting</i>

Proposed Timeline

Proposed 2024 Capital Planning and Bond Referendum Schedule	
8. BOCC adopts preliminary resolution establishing the bond purpose(s) and sets a not to exceed bond amount(s). <i>Neither the purpose nor the not to exceed amount may change following this action.</i>	April 2nd BOCC Business Meeting
9. BOCC appoints a bond education committee and appropriates funds for outreach	April 16th BOCC Business Meeting
10. Staff publishes a notice of intent to file an application for a general obligation bond referendum	By May 1
11. Staff files bond application with the Local Government Commission	By May 10
12. BOCC introduces bond order and schedules a public hearing	May 7th BOCC Business Meeting
13. BOCC holds public hearing on bond referendum	May 21st BOCC Business Meeting
14. BOCC adopts the bond order, formally set the ballot question and referendum date	June 4th BOCC Business Meeting
15. Community vote on bond referendum	November 5, 2024

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 4, 2023

**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: October 10, 2023 Joint Meeting with Fire Departments and Work Session
Attachment 2: October 17, 2023 Business Meeting
Attachment 3: November 2, 2023 Business Meeting

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

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

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

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

1 DRAFT

2 **MINUTES**
3 **ORANGE COUNTY**
4 **BOARD OF COMMISSIONERS**
5 **JOINT MEETING WITH CHIEFS' ASSOCIATION AND WORK SESSION**
6 **October 10, 2023**
7 **7:00 p.m.**

8 The Orange County Board of Commissioners met for a Joint Meeting with the Chiefs'
9 Association and Work Session on Tuesday, October 10, 2023 at 7:00 p.m. at the Whitted
10 Human Services Center in Hillsborough, NC.

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

15 **COUNTY COMMISSIONERS ABSENT:** None.

16 **COUNTY ATTORNEYS PRESENT:** John Roberts

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

20 **ORANGE COUNTY CHIEFS' ASSOCIATION MEMBERS PRESENT:** Chief Keith Hayes, Chief
21 Kevin Brooks, Chief Phillip Nasserri, Chief Matthew Mauzy, Chief Brad Allison, Chief Ricky
22 Baker, Chief Charles Bowden, Chief Jeff Borland, Chief Jeff Cabe, Chief Will Potter, and Fred
23 Stipe, Board Chair of South Orange Rescue Squad

24
25 Chair Bedford called the meeting to order at 7:00 p.m. All commissioners were present,
26 except for Vice-Chair McKee and Commissioner Greene who were meeting with residents
27 regarding broadband access in Northern Orange County.

28
29 Charles Bowden, President of the Fire Chiefs Association, introduced Mike Causey,
30 Commissioner for the NC Department of Insurance.

31
32 **1. Recognition of Firefighters for Length of Service**

33 Mike Causey recognized the following individuals for their length of service as firefighters
34 in Orange County:

35
36 **40+ YEARS LENGTH OF SERVICE RECOGNITION**

37
38 Andy Gates – Caldwell – 46 years of service
39 James Emory – Caldwell – 46 years of service
40 CT Pope – Cedar Grove – 46 years of service
41 Tim Crabtree – Eno – 47 years of service
42 Keith Hayes – Eno – 41 years of service
43 Ricky Baker – Orange Grove – 44 years of service
44 Tom Griggs – Orange Grove – 47 years of service
45 Richard Sykes – Orange Grove – 47 years of service
46 Wallace Wilson – Orange Rural – 50 years of service
47 David Ballard – Orange Rural – 47 years of service
48 Mac Cabe – Orange Rural – 41 years of service
49 Mike Tapp – New Hope – 53 years of service
50 Cliff Carrol – New Hope – 40 years of service
51 William R. Blankenship – New Hope – 45 years of service

1 Charles Quinlan – New Hope – 42 years of service

2

3 Kirby Saunders, Emergency Services Director, recognized the following individuals for
4 their length of service as firefighters in Orange County:

5

6

POSTHUMOUS RECOGNITION

7

8 Tommy Holmes – Orange Grove – 46 years of service

9

10

RETIREMENT RECOGNITION

11

12 Ben Nichols – Orange Grove – 43 years of service

13 David Riggs – Carrboro – 29 years of service

14

15

LENGTH OF SERVICE RECOGNITION

16

17 Stacey Graves – Chapel Hill – 20 years of service

18 Jeff Borland – Cedar Grove - 35 years of service

19 Sammy Borland – Cedar Grove - 35 years of service

20 LD Summers – Cedar Grove - 35 years of service

21 CJ Pearson – Cedar Grove - 20 years of service

22 Larry Mann – Carrboro – 25 years of service

23 Edwin Renegar – Carrboro – 20 years of service

24 Michael Law – Carrboro – 20 years of service

25 Chip Aiken – Eno – 25 years of service

26 Betty Williamson – Eno – 30 years of service

27 Keith Hayes – Eno – 40 years of service

28 Bill Waddell – Orange Grove – 30 years of service

29 Dusty Wall – New Hope – 25 years of service

30 Shawn Ellis – New Hope – 20 years of service

31 Kenny Stewart – White Cross – 32 years of service

32 Jeff Mooney – White Cross – 30 years of service

33

2. Service Highlights and Updates

34

35 President Charles Bowden made the following presentation:

36

37 Slide #1

38



39

1 Slide #2



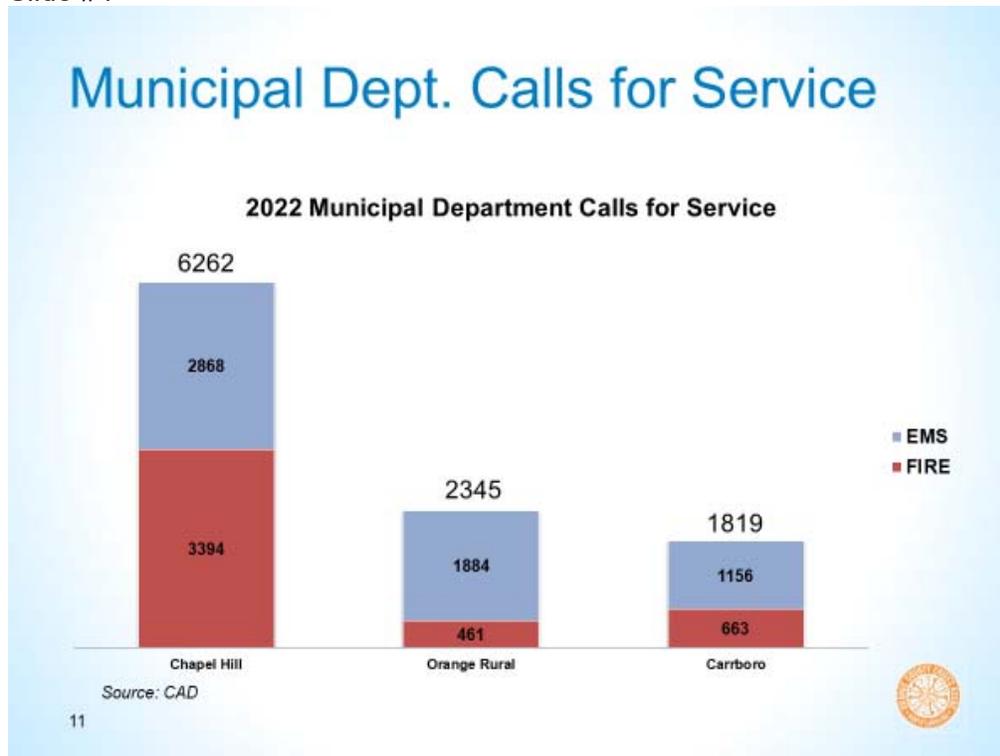
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3
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Slide #3



5
6
7

1 Slide #4

2
3
4

Slide #5

South Orange Rescue

- Chief Mathew Mauzy
- Responds County Wide for Rope Rescue as well as Statewide for Missing Person Land Search and Swiftwater/Flood Rescue
- Volunteer Staffing
- One Station
- Equipment
 - Three Motorized Boats & Four Paddle Craft
 - One Patient Transport UTV
 - Three BLS Ambulances
 - Two Technical Rescue Trucks
 - One Incident Rehab Unit
- Averaging 1,250 calls per year

12

5
6
7

1 Slide #6

Fire District: Efland



- Chief Kevin Brooks
- Combination Staffing Model
- Three Stations
- Equipment
 - Four engines
 - Three tankers
 - One brush truck
 - Two First Response Vehicles
- Averaging 550 calls per year

13



2
3 Chief Bowden said that Efland is in the process of remodeling Station #1 and that
4 they've purchased a few trucks in the past couple of years.

5
6 Slide #7

Fire District: Orange Rural



- Chief Jeff Cabe
- Combination Staffing Model
- Three Stations
- Equipment

Four Engines	Two First Responder Vehicles
Three Tankers	One UTV
One Aerial Platform	One Boat
One Heavy Rescue	
- Averaging 1,950 calls per year

14



7
8 Chief Cabe noted that they had four stations now and their call volume is over 2,200.

1 Slide #8

Fire District: New Hope



- Chief Charles Bowden
- Combination Staffing Model
- Two Stations
- Equipment

Three Engines	One UTV
Two Tankers	One Squad Truck
One Brush Truck	
- Averaging 600 calls per year

16



2
3
4 Chief Bowden said New Hope has seen a large increase in the number of calls in the last year.

5
6 Slide #9

Fire District: Orange Grove



- Chief Ricky Baker
- Combination Staffing Model
- Three Stations
- Equipment

Three Engines	One Rescue/Engine Truck
Three Tankers	Two First Responder Vehicles
One Brush Truck	One Boat
- Averaging 400 calls per year

17



7
8
9 Chief Baker said their call volume continues to climb a little every year. He said they are also planning for renovations to make accommodations for personnel.

10

1 Slide #10

Fire District: Cedar Grove



- Chief Jeff Borland
- Combination Staffing Model
- Two Stations
- Equipment
 - Two Engines One Squad Truck
 - Two Tankers
 - Two Brush Trucks
- Averaging 250 calls per year

18



2
3 Chief Borland said their call volume has also increased. He said that they've dropped
4 their ISO rating to a 5.

5
6 Slide #11

Fire District: Caldwell



- Chief Brad Allison
- All Volunteer
- Two Stations
- Equipment
 - Two Engines Two First Responder Vehicles
 - Two Tankers Chief's Vehicle
 - One Rescue Pumper
 - One Brush Truck
- Averaging 450 calls per year

19



7
8 Chief Allison said their call volume has increased and that they've lowered their ISO
9 rating. He said they also opened station #2 and added a new engine to the fleet.
10 Chair Bedford asked for an explanation of what ISO ratings are.

1 Mike Causey said ISO stands for Insurance Services Organization, and it is a national
 2 rating organization. He said his office inspects 1,215 fire departments in North Carolina. He
 3 said North Carolina leads the nation in lowering ISO ratings. He said that the higher the ISO
 4 rating, the more expensive a homeowner's insurance will be.

5 Elizabeth Farnan, Fire Marshal, said that every fire department in Orange County has
 6 recently lowered their ISO rating.

7 Mike Causey said it is a rating that affects people's pocketbooks. He said to lower your
 8 ISO rating requires teamwork from the fire department to meet all of the qualifications. He said
 9 it depends on water supply, 911 services, the type of equipment the department has, the
 10 training for the firefighters.

11 Chief Bowden said every department in Orange County has an ISO rating of 5 or below.

12 Chief Jeff Cabe said in 2015, the Chiefs Association made a goal of lowering the ratings.
 13 He said prior to that, every department except Chapel Hill and Carrboro were a 9.

14
 15 Slide #12

Fire District: White Cross



- Chief Phillip Nasserri
- Combination Staffing Model
- Two Stations
- Equipment

Three Engines	Two First Responder Vehicles
Two Tankers	One Heavy Rescue
One Brush Truck	Three Boats
- Averaging 350 calls per year

20


16 Chief Nasserri said call volumes continue to grow. He expressed appreciation to all of
 17 those involved in getting ISO ratings down.
 18
 19
 20

1 Slide #13

Fire District: Carrboro



- Interim Chief Will Potter (Carrboro Fire & Rescue)
- Fully Paid Staffing
- Two Stations
- Equipment

Three Engines	One Aerial Platform
One Tanker (2021 4Q Delivery)	One Battalion Chief
One Brush Truck	
- Averaging 1,800 calls per year

21



2 Chief Potter said call volumes continue to increase. He also said that he was recently
 3 made the permanent chief of the Carrboro fire department.
 4
 5

6 Slide #14

Fire District: Chapel Hill



- Chief Vence Harris (Chapel Hill Fire & Rescue)
- Fully Paid Staffing
- Five Stations
- Equipment

Four Engines	Two Battalion Chiefs
One Aerial Platform	One Heavy Rescue
One Aerial Ladder	Two Boats, One UTV
- Averaging 6,000 calls per year

22



7 Chief Bowden said that Jay Mebane is the new chief in Chapel Hill.
 8
 9
 10

1 Slide #15

Fire District: Mebane



- Chief Bob Louis (Mebane Fire & Rescue)
- Combination Staffing
- Three Stations
- Equipment

Four Engines	One Tanker
One Aerial Platform	One Heavy Rescue
Two Brush Trucks	One UTV
- Averaging 3,000 calls per year (600 in Orange County)

23


2
3
4

Slide #16

Fire District: North Chatham



- Chief John Strowd (North Chatham Fire & Rescue)
- Combination Staffing
- Seven Stations
- Equipment

Eight Engines	Seven Tankers
Two Aerial Platforms	Two Heavy Rescues
One Brush Truck	Eight Boats, One UTV
- Averaging 2,000 calls per year (100 in Orange County)

24



5
6
7
8
9
10

Chuck Quinlan, President of the Board of Directors for North Chatham, said they are looking to hire more staff due to increased call volumes. He said they are also doing renovations for two stations.

1 Slide #17

ISO Current Updates

- Efland FD – 3
- Orange Grove FD -5
- White Cross FD – 4
- Caldwell FD- 4 (as of Sept 27,2022)

25



2 Chief Bowden said that Cedar Grove went from a 6 to a 5 ISO rating.

3
4
5 **3. ARPA Funded Radio Replacements and Radio System Improvement Project**

6 Chief Nasserri said that with ARPA funding, they replaced \$2.4 million worth of radio
7 equipment. He said that the contract was awarded in December, and that they are expecting
8 the equipment soon.

9
10 **4. Special Operations Team – Technical Large Animal Rescue**

11 Chief Nasserri said that their Special Operations Team strives to respond to any crisis.
12 He said they initially started with trench rescue, and now have moved into large animal rescue.
13 He said they recently hosted a class in the White Cross area teaching first responders about
14 this specialization.

15

Technical Large Animal Rescue



28



16

1 Chief Bowden said that the departments work together on larger emergencies.

2 Chief Nasserri said that due to the increase in square footage of buildings in Orange
3 County and weather-related emergencies, the departments are having to collaborate more on
4 responding to situations.

5
6 The Board took a brief break while the fire chiefs departed the meeting before beginning
7 the work session.

8 9 **5. Discussion on the County's Participation in Mayors, Managers, Chair (MMC) Meetings**

10 The Board discussed the County's participation in multijurisdictional Mayors, Managers, Chair
11 (MMC) meetings.

12
13 **BACKGROUND:** In most years, the County and the Towns of Carrboro, Chapel Hill, and
14 Hillsborough hold a joint meeting called the Assembly of Governments meeting. In 2016, one of
15 the agenda topics was an update on the Greene Tract. As part of an effort to advance progress
16 on the development of the Greene Tract, the group discussed the creation of a Task Force to
17 provide recommendations on the development of the property for affordable housing, a school
18 site, and other potential uses. A history of the Greene Tract and related agreements and past
19 planning activity is available [here](#).

20
21 Discussion during the 2016 Assembly of Governments meeting included the possible creation of
22 a public task force to recommend potential uses for the Greene Tract. Another suggestion
23 involved the creation of a task force made up of the Mayors from Carrboro and Chapel Hill, the
24 Chair of the Board of Commissioners, and the Managers from each participating jurisdiction. A
25 final suggestion was that the managers for each jurisdiction create a proposal for governing
26 board review. Ultimately, discussion on the topic ended with the suggestion that a starting point
27 would be a meeting of the Mayors, Managers, and Chair (Attachment A). There was no action
28 taken at the Assembly of Governments meeting to create a task force, and none of the
29 participating jurisdictions took formal action at a later date to create a task force. In fact, the
30 Mayors and Chair may have met informally prior to 2016 to discuss policy matters of mutual
31 interest or to set agendas for joint meetings.

32
33 The only agenda item that the Board of Commissioners adopted that referenced the Mayors,
34 Managers, and Chair assemblage was the [2021 Greene Tract Interlocal Agreement](#). This
35 Agreement assigned the Mayors, Managers, and Chair to "...be the representatives of the
36 Parties for the purpose of negotiating the ultimate uses of the Property and working directly with
37 staff to bring such negotiated results to the governing board for final approval and
38 determination."

39
40 The scope of topics discussed during MMC meetings has broadened over time to include topics
41 like human services related agreements among the jurisdictions and responsibilities for housing
42 related services. The meeting notes from the preceding twelve months of MMC meetings are
43 provided as Attachment B.

44
45 General concerns have been raised about the general role of the MMC and transparency to the
46 elected governing boards and the public. This discussion is intended to address concerns
47 Board members have about the MMC group and to provide direction on whether the County
48 continues to participate, and if so, on what basis or under what types of limitations.

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Travis Myren introduced the item and made the following the presentation:

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Slide #1

Agenda Item 5



ORANGE COUNTY
NORTH CAROLINA

**Participation in Mayors, Managers, Chair
(MMC) Meetings**

Board of Commissioners Work Session
October 10, 2023

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Slide #2

Purpose

- Discuss the County's participation in multijurisdictional Mayors, Managers, Chair meetings.

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1 Slide #3

Background

- The Mayors of Chapel Hill, Carrboro, and Hillsborough likely met informally with the Chair of the Board prior to 2016 to set joint meeting agendas and other items of mutual interest
 - No facilitator, meeting notes, etc.
- 2016 Assembly of Governments meeting – Update on the Greene Tract
 - Discussion of Task Force to make recommendations on affordable housing, school site, other potential uses
 - Several suggestions on composition
 - Meeting of Mayors, Managers, and Chair suggested as starting point
 - No formal action taken to authorize or appoint representatives
- 2017 MMC Greene Tract Meetings begin
 - Meeting notes produced by staff
- 2019 MMC Greene Tract Meetings continue with facilitator
 - Agenda, Meeting Facilitation, Meeting Notes

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Slide #4

Background

- 2021 Greene Tract Interlocal Agreement
 - Assigned the Mayors, Managers, and Chair to *"...be the representatives of the Parties for the purpose of negotiating the ultimate uses of the Property and working directly with staff to bring such negotiated results to the governing board for final approval and determination."*
- 2022 and 2023 MMC Meetings
 - Continue to discuss Greene Tract development
 - Roles and responsibilities for affordable housing creation and supportive services
 - Partnership to End Homelessness Memorandum of Understanding
 - Interfaith Council request for Interlocal Agreement for predictable funding

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1 Slide #5

Continued County Participation

- Status Quo
 - Chair participates and shares meeting notes
 - Informal gatherings
- Board Authorized by Topic
 - Chair seeks Board authorization to participate by topic
 - Informal gatherings
- Board Authorized by Topic and Scope
 - Chair seeks Board authorization on specific topics and scope of the discussion
 - Informal gatherings
- Discontinue Participation
 - Informal gatherings only

5



2
3 Travis Myren discussed options for the Board to consider if participation is continued.

4
5 Slide #6

Recommendation

- Discuss the County's continued participation in MMC meetings.

6



6
7 Commissioner Fowler asked Chair Bedford for her thoughts on how official the group is
8 and how it is helpful. She said that it seems that it could be subverting the purpose of
9 governance if only a handful of people are making decisions.

1 Chair Bedford said she initially began going as part of the Orange County Partnership to
2 End Homelessness. She said that it took a bit, but she figured out what it was she did not care
3 for. She said they did not get information ahead of meetings and she did not want to make
4 decisions without preparation. She said that she also decided that she would not be bringing
5 back a recommendation to her Board from these meetings. She said it put her in the position of
6 speaking for the Board without actually checking with her colleagues first. She said the minutes
7 are a must have but it also presents an opportunity for a chair or mayor to work outside of their
8 boards. She said Commissioner Greene asked if the meetings should be recorded. She said
9 that at that point, she did not think it should be recorded. She said the other question is if it
10 should be a public meeting.

11 Commissioner Portie-Ascott if there was an informal meeting group before the MMC.

12 Bonnie Hammersley said there was not a group meeting regularly before the MMC. She
13 said at most it was managers and mayors meeting to set agendas for joint meetings. She said
14 in 2016 at the Assembly of Government, they were talking about the Greene Tract, and it was
15 always once a year. She said that it was created to facilitate additional conversations about the
16 Greene Tract. She said before 2016, there had been a task force, but nothing had happened for
17 a long time, and it led to a lot of frustration. She said that the benefit of the MMC is that there
18 has been more progress in the last 7 years than there was before. She said one of the
19 concerns she had was when it started to grow bigger than the Greene Tract. She said that they
20 brought the Partnership to End Homelessness and she did not feel there was a reason to bring
21 those items before the MMC because they already get brought to the full boards. She said that
22 the mayors have more authority than a chair does, since mayors are elected by the people.

23 Commissioner Portie-Ascott said it seems like it would be a great idea to have a group
24 like the MMC to discuss those common issues. She said maybe some tweaking could be done
25 to provide more direction.

26 Commissioner Hamilton said she had a concern about the MMC making decisions. She
27 said with the Greene Tract, there was a clear directive. She said with the other topics, there
28 was no clear direction. She said a smaller group making decisions holds up information
29 sharing. She said she thought the meetings should be open to anyone. She said the role of
30 setting joint agendas makes sense. She said that she did not see the group serving the Board
31 well.

32 Chair Bedford said the full set of Greene Tract minutes are not on the website, but they
33 put summaries up. She said they did not do that for other discussion items.

34 Commissioner Hamilton said the problem is that topics should not be discussed without
35 a mandate from the boards.

36 Chair Bedford said that is exactly what this portion of the meeting is to talk about and
37 figure out.

38 Commissioner Hamilton said she thinks no.

39 Commissioner Fowler said that she agrees with the need for a limited scope because
40 there are already intergovernmental bodies to discuss those topics.

41 Commissioner Richards said she thinks there are things that happen in Orange County
42 where getting the leadership together to talk about them is a good thing. She said that access to
43 the meetings is a concern. She said that said in one of the minutes it seemed like the MMC was
44 going to appoint itself as a task force to do something and that the scope should be limited. She
45 said it did not actually happen, but it seemed like it was limiting input and participation. She said
46 the Assembly of Governments does not seem like the time to make decisions since the time is
47 brief. She asked if staff should be meeting instead and then bringing information to the Board.

48 Bonnie Hammersley said she meets with the managers and OWASA director monthly.
49 She said when she hears things that might be coming, she shares it with the Chair. She said
50 this is natural protocol. She said Commissioner Greene had asked her if the MMC meetings
51 might be recorded because she has an interest in discussions about homelessness and was

1 hearing things from Mayor Seils from Carrboro, so she wanted to know what was happening.
2 She said that it was brought up to the MMC group and it was a very quick no on the recording.
3 She said that she thought it was interesting because the facilitator was recording the meetings
4 just to keep track of notes and they told her she could no longer do that. She said that led to her
5 needing to hire an assistant to come with her so she could keep track of the notes and
6 discussion. She said that they were concerned they would be limited in what they could say if it
7 was being recorded.

8 Chair Bedford said she was one that had concerns about recording the meetings
9 because of liabilities. She said she says what she is going to say but other people might not.

10 John Roberts said that the MMC does not meet all of the statutory criteria for the open
11 meetings laws to apply. He said the more formal the body becomes and the more responsibility
12 they take on, then there becomes a stronger argument that it is a public body, and all three
13 jurisdictions could get a slap on the wrist if it is not open to the public.

14 Commissioner Hamilton said the fact that it is not being recorded and there are
15 reservations about recording it, makes her wonder what the group is doing. She said if they are
16 doing the work of the public, it should be open.

17 Chair Bedford said that if the MMC meetings are limited to discussion about the Greene
18 Tract then it should be open to the public. She said that just because it is open to the public
19 does not mean that public comment must be accepted.

20 John Roberts said that the first criteria for a meeting being subject to the open meetings
21 law is that it has to be elected or appointed. He said that since this group was not created by
22 anyone, it does not meet the criteria.

23 Commissioner Hamilton asked if the interlocal agreement was the creation of this body.

24 John Roberts said he does not think so because it only assigns certain items to be
25 discussed and all agreements do that.

26 Commissioner Portie-Ascott said that transparency is important. She said she is not in
27 favor of the meetings continuing unless they are open to the public and recorded.

28 Chair Bedford said that the MMC was specifically cited in the interlocal agreement for
29 the Greene Tract, and it was voted on by all boards.

30 John Roberts said that he does not think that creates a public body. He said that assigns
31 the negotiation of certain aspects of that agreement but did not mandate meetings or set
32 meeting schedules. He said that it is not a task force in his reading.

33 Chair Bedford said she read a blog post from the School of Government about functions
34 that governmental groups might partake in that would make them susceptible to the public
35 meeting statutes. She said that if the group is deliberating, or hearing presentations, it gets to a
36 point where they should be careful. She asked what administrative means in this case.

37 John Roberts said it would be assigning people to do certain tasks and that the county
38 does not have an administrative board.

39 Chair Bedford said a member of the public was concerned about the advisory piece.

40 John Roberts said the MMC certainly provides advice to their Boards. He said while
41 there is no case law, he said there was a blog post from the School of Government about this
42 exact type of scenario. He said the author's opinion is that it is not an advisory board. He said
43 however, that when members are assigned responsibilities, the argument becomes stronger
44 that they are a public body. He said the safest course is to make these meetings open to the
45 public.

46 Chair Bedford said she has learned that they are not making decisions with information
47 the first time it has been presented.

48
49 *Commissioner Greene arrived at 8:23 p.m.*

50
51 Commissioner Richards asked if the MMC should even be making decisions.

1 Chair Bedford said they were not technically making a final decision, but they were
2 deciding what would be brought back to the respective boards for their final decision making.

3 Commissioner Fowler summarized the meeting discussion up to this point so that
4 Commissioner Greene could be brought to speed.

5 Commissioner Greene said she doesn't think the group should exist at all. She said that
6 if it does exist at all, it should only be for the Greene Tract only. She said that the MMC had a
7 conversation about the Partnership to End Homelessness when there are already four elected
8 officials on that Board. She said that the conversation should have been brought to that group.
9 She said she liked the fact that many years ago, the Assembly of Governments used to meet
10 quarterly. She said she might be open to the MMC continuing if it is only for the Greene Tract
11 and if it is open to the public and recorded.

12 Commissioner Richards said she asked earlier about the need for the opportunity to talk
13 about items in meetings of all of the elected boards. She said she wondered if meeting more
14 than once per year would be more helpful. She said that she was unaware that the Assembly of
15 Governments used to meet quarterly.

16 Commissioner Greene said that the idea of a housing collaborative was brought up
17 during an Assembly of Governments meeting.

18 Chair Bedford said the Sold Waste Advisory Group is also a group of elected officials
19 that meet.

20 Commissioner Portie-Ascott asked why it changed from 4 times a year to 1 time a year.

21 Bonnie Hammersley said when she came it was only twice a year. She said that she
22 thinks it changed because there were some personalities that were affecting it and sometimes
23 people were not showing up. She said that it depends on who is in leadership and if they want
24 to do that or not.

25
26 *Vice-Chair McKee arrived at 8:30 p.m.*

27
28 Chair Bedford said she heard consensus that the MMC should only meet regarding the
29 Greene Tract. She said that initially she was opposed to recording the meeting, but she has
30 changed her mind. She said that it is a risk of going around the board and the public does not
31 have full access. She asked if there was any downside to making the meetings open.

32 Commissioner Hamilton said no.

33 Chair Bedford said she did not think so either because the public is entitled to know and
34 that members of the MMC have different opinions.

35 Commissioner Greene said that if the rationale for the MMC was because the Assembly
36 of Governments were too unwieldy then it makes sense that it would be a public meeting
37 because it is a stand-in for the Assembly of Governments.

38 Commissioner Hamilton said if it was related to a closed session topic then it would not
39 be open to the public but if not, there is no reason not to have it open.

40 Commissioner Fowler asked if it would be public so people could hear but that no
41 decisions would be made.

42 Chair Bedford said yes and that no decisions would be made.

43 Commissioner Greene asked if it would be recorded.

44 Chair Bedford said it could be, but it does not have to be. She said if it is a public
45 meeting then they have to have minutes but not a recording.

46 Commissioner Greene said if it is going to be public then it is easy enough to put a
47 recording machine in there. She said if she cannot be there, she would like to hear everything
48 that was said.

49 Chair Bedford said that if there is a recording then they could get that to the Clerk
50 separately from the facilitators for creating minutes.

1 Laura Jensen said the transcriptionist could be asked if they would be open to doing that
2 and if so, a contract amendment would be required.

3 Commissioner Portie-Ascott asked what happens if the other members of the MMC do
4 not want to make the meetings public.

5 Chair Bedford said that then the county would not participate. She said they will try to
6 work together but what elected official is going to say they do not want the public to be involved.
7 She said that public comment would not be invited but it would be open.

8 Commissioner Fowler asked if the facilitator could do the minutes and use the recording
9 to do that.

10 Chair Bedford said those minutes were not like the minutes they prefer and that they
11 were very general.

12 Commissioner Greene said they were facilitator minutes and not minutes for the public
13 record.

14 Vice-Chair McKee said he did not think the county would want to do anything that wasn't
15 completely transparent, and that the Greene Tract was enough for the MMC to handle without
16 other topics.

17 Bonnie Hammersley said that anything that involves the Greene Tract has to have
18 agreement from all three parties.

19 Chair Bedford said the benefit of the MMC is that work has happened. She said they
20 have helped progress the Greene Tract along. She said there is a benefit to having elected
21 officials together to talk about various topics.

22 23 **6. Greene Tract Community Engagement Proposal**

24 The Board received a historical perspective on engagement activities related to the
25 development of the Greene Tract and discussed a new community engagement proposal to
26 inform the site design process.

27
28 **BACKGROUND:** The Greene Tract is located east of the Rogers Road community within the
29 Town of Chapel Hill's extra-territorial jurisdiction (ETJ). Of the 164-acre parcel, 104 acres is
30 jointly owned by Orange County/Chapel Hill/Carrboro, and 60 acres is owned by Orange County
31 (Headwaters Preserve). Over the last 20+ years, the three jurisdictions have invested significant
32 resources to identify and support the goals for the Greene Tract as a resource for the Rogers
33 Road community and the residents of the two towns and Orange County, all of which can be
34 found on the County's dedicated [Greene Tract project page](#) and [dynamic StoryMap](#), but featuring
35 the following:

- 36
37 - In 2006, the Town of Chapel Hill initiated and led a Rogers Road Small Area Plan Task
38 Force with the Greene Tract partners, resulting in a final report in March 2009;
- 39 - In 2012, the Historic Rogers Road Neighborhood Task Force led its own small area
40 planning efforts, resulting in a final report in September 2013;
- 41 - In July 2015, the Jackson Center co-led the Mapping Our Community's Future Report
42 with the Historic Rogers Road Community, which was completed in May 2016;
- 43 - In June 2016, Orange County purchased 60 acres for preservation from the Solid Waste
44 Enterprise Fund ("Headwaters Preserve");
- 45 - At the 2016 Assembly of Governments (AOG) Meeting, a suggestion was raised to ask
46 the elected officials of the three jurisdictions to participate in discussions on the Greene
47 Tract;

- 1 - In 2017, staff examined a potential reconfiguration of the jointly-owned tract and the
 2 County-owned tract for the purposes of environmental preservation, potential affordable
 3 housing development, and a possible school site;
- 4 - Between 2018 and 2019, the three jurisdictions considered multiple iterations of a joint
 5 resolution for the development of the Greene Tract and accompanying Conceptual Plan;
- 6 - Between 2019 and 2020, the three jurisdictions discussed and approved the Greene
 7 Tract Resolution for a Path Forward and Interlocal Agreement, identifying land use
 8 acreages for the Greene Tract, initiating staff to seek professional services to conduct an
 9 environmental assessment, and initiating the drafting of an Interlocal Agreement
 10 between the three jurisdictions to provide a decision-making process for the three
 11 jurisdictions moving forward;
- 12 - In April 2020, Orange County contracted with SynTerra to complete the Greene Tract
 13 Environmental Assessment, to be delivered in July;
- 14 - In 2021, the Interlocal Agreement (ILA) between Orange County and the Towns of
 15 Carrboro and Chapel Hill Regarding the Current and Future Use of the Jointly Owned
 16 Greene Tract was executed by all three parties. Among other commitments, it directed
 17 staff from all three jurisdictions to work in good faith to “develop a work plan that
 18 includes, among other things, a decision point timeline regarding development” of the
 19 Greene Tract; and
- 20 - In November 2021, the three local governments adopted a resolution approving a
 21 conceptual plan, which identified land uses and acreages to be used as schematic for
 22 future planning purposes, including the development of a Master Plan. The 45 acres with
 23 frontage on Purefoy Drive and Lizzie Lane were identified for “Development” and the 16
 24 acres with frontage on Merin Road were identified as “Public School and Recreational
 25 Site”.

26
 27 In January 2023, a staff work group operating at the direction of this ILA identified the need to
 28 separate the master planning needs for the Greene Tract into professional design services and
 29 community engagement services, allowing trained professionals to focus on the respective
 30 deliverables and allowing the planning staffs to coordinate their efforts. This will allow the
 31 community engagement efforts to focus on a shared vision and mission for the design
 32 professionals to utilize in their delivery of a master plan that recommends development
 33 footprints, designs, and intensities for this acreage, also as directed by the 2021 Greene Tract
 34 ILA. The staff is currently reviewing Statements of Qualifications for the design services, and
 35 anticipate an award of contract forthcoming.

36
 37 **Request For Proposals (RFP) Process of Evaluation**

38 In June 2023, Orange County issued a Request for Proposals (RFP) to identify a qualified
 39 consultant to provide Community Engagement Services for the Greene Tract Master Plan on
 40 behalf of Orange County and the two Towns.

41
 42 Four qualified proposals were received and evaluated by the proposal review committee
 43 composed of Orange County, Town of Chapel Hill, and Town of Carrboro Planning staff. The
 44 committee evaluation was based on the following criteria:

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 46
 47

Criteria	Maximum Point Value
1. Consultant experience as it relates to the scope of services of the RFP and project deliverables	15
2. Technical approach to the project, proposed tasks, and timeline to complete work	20
3. Project Organization	15
4. Consultant's capability and capacity to perform project	10
5. Community Engagement Strategy	20
6. Total cost of proposed services	20
Total	100

1
2 Based on the proposal evaluation process, the review committee unanimously recommends
3 Gensler for contract award. Gensler is a nationally-recognized land planning and community
4 engagement consulting firm with a Raleigh office dedicated to the North Carolina Piedmont that
5 supports 45 staff. Gensler features the Gensler Research Institute, which explores equitable
6 design solutions to create diverse spaces for clients and communities. Gensler is being
7 supported by VHB on this project, utilizing VHB's prior experiences in working with both towns
8 and the county on varied planning projects, most recently a Traffic Impact Analysis for St. Paul's
9 Village, located at the intersection of Rogers Road and Purefoy Drive.

10 11 **Summary of Project Scope and Approach**

12 The Gensler and VHB proposal is intended to assist Orange County, the Town of Carrboro, and
13 the Town of Chapel Hill with community engagement services to coordinate and manage the
14 community engagement strategy for the development of the Greene Tract Master Plan.
15 Community engagement efforts will be a central component to the master planning process and
16 will encompass innovative and inclusive community engagement initiatives, focusing on
17 underserved communities and communities of color.

18
19 All services on behalf of the Greene Tract must be consistent with the "mutual promises and
20 obligations" for "Public Participation and Decision-Making" established by the 2021 Greene
21 Tract ILA, including commitments to Public Engagement, Affordable and Mixed Income Housing
22 and other uses, a School Site with Public Recreation, Connectivity, and a Development
23 Agreement.

24
25 The project features a 16-month timeline, with 12 months dedicated to direct public
26 engagement. Over this timeline, Gensler and VHB will use a four-phased approach to provide
27 these services to the Greene Tract partners:

- 28
- 29 ○ Phase A: Planning & Strategy, featuring an Engagement Strategy and
- 30 Communications Roadmap, and a Planning Report that includes Site Visit
- 31 findings, a Community Asset Map, and initial interview findings;

- 1 ○ Phase B: Engagement Implementation, featuring more in-depth interviews,
2 listening sessions, a public survey, design workshops, community event tabling,
3 and community walk and talks;
- 4 ○ Phase C: Synthesis & Initial Design Recommendations, featuring an Insights
5 Summary and Guiding Principles and an Oral Histories Temporary Installation;
6 and
- 7 ○ Phase D: Design Alignment & Ongoing Outreach (in coordination with the design
8 services consultant) featuring final design workshops, an open house, and a
9 Final Recommendations Report and Master Plan Report

10 2021 Greene Tract ILA Community Engagement Commitments

11 The 2021 Greene Tract ILA has a section on Community Engagement that makes the following
12 commitments:

- 13 • The public engagement contemplated in this Agreement shall occur jointly. The Parties
14 shall not engage in individual staff or individual governing board public engagement.
- 15 • The Parties' staffs shall consult with affordable housing stakeholders to seek input
16 regarding preferred sites, special needs, connectivity, and any other information relevant
17 to the ultimate selection of the site(s) for affordable and mixed income housing.
- 18 • The Parties' staffs shall consult with school administration to seek input regarding
19 preferred sites, special needs, and any other information regarding the ultimate selection
20 and/or size of the site.

21
22
23 Project Steering: The proposal includes a project steering committee but does not prescribe the
24 composition of the Steering Committee. The parties would need to agree on the composition of
25 the Steering Committee. The role of the Committee is to review draft work products and provide
26 feedback; provide guidance to the consultant team on the community engagement strategy; and
27 serve as a liaison between this consultant and the consultant selected for the Master Plan
28 Design services. The Committee will meet with the consultant monthly through most of the
29 planning process.

30
31 Project Presentation: The consultant will be required to make in-person presentations on the
32 Community Engagement Summary Report to the Greene Tract and Rogers Road community,
33 the Managers, Mayor, and Chair (MMC) committee, and the Orange County Board of
34 Commissioners, Carrboro Town Council, and Chapel Hill Town Council. The elected bodies will
35 receive and review the report, in conjunction with the final design of the master plan, and may
36 take action to receive or adopt the report and plan.

37
38 Based on the cost of the initial proposal, staff asked the consultant to develop an lower cost
39 option that does not include some of the direct engagement services identified in the initial
40 scope of work, including eight (8) Listening Sessions, six (6) Community Walk and Talk
41 sessions, Tabling and Participation at four (4) Locally-Held Community Events, and an Oral
42 History Installation. These services are collectively valued at \$39,900. Additionally, an optional
43 \$50,000 is proposed in the scope of work as stiped funds to support direct volunteer
44 involvement by community members in the project, including participation in outreach events
45 and on any committees required by the process. If all of those elements are eliminated, the
46 savings totals \$89,900.

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1 Travis Myren, Deputy County Manager, made the following presentation:
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3 Slide #1

Agenda Item 6



ORANGE COUNTY
NORTH CAROLINA

Greene Tract Community Engagement Proposal

Board of Commissioners Work Session
October 10, 2023

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6 Slide #2

Purpose

- Provide a history of agreements and planning activities related to the development of the Greene Tract and discuss a new community engagement proposal intended to inform the site design process.

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1 Slide #3

Background

- Approved Agreements
 - 2020 – Greene Tract Resolution for a Path Forward
 - Obligated parties to Environmental Assessment (completed in 2020)
 - Obligated parties to an Interlocal Agreement for decision making (completed in 2021)
 - Identified land use acreages for affordable housing, school site, and joint preserve
 - 2021 – Interlocal Agreement on the Current and Future Use of the Jointly Owned Greene Tract on Community Engagement
 - The public engagement contemplated in this Agreement **shall occur jointly**.
 - The Parties' staffs shall **consult with affordable housing stakeholders** to seek input regarding preferred sites, special needs, connectivity, and any other information relevant to the ultimate selection of the site(s) for affordable and mixed income housing.
 - The Parties' staffs shall **consult with school administration** to seek input regarding preferred sites, special needs, and any other information regarding the ultimate selection and/or size of the site.

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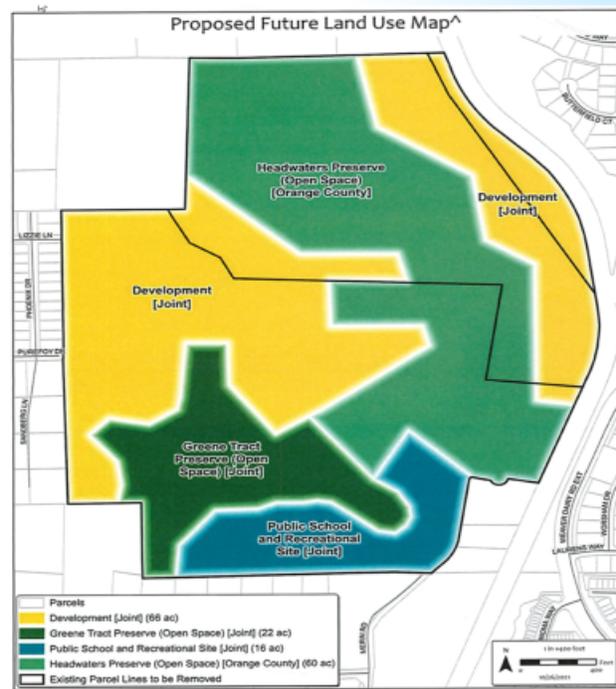


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Slide #4

Background

- November 2021
 - Resolution Approving a Conceptual Plan
 - Map indicates location of
 - 66 acres of joint development
 - 22 acres of joint Greene Tract Preserve
 - 16 acres for School use
 - 60 acres of County owned Headwaters Preserve



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Travis Myren said the map was developed in 2021 and this shows the development spaces along with where the school and joint preserve would be located.

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1 Slide #5

Background

- Prior Planning Activities
 - 2006 – Rogers Road Small Area Plan – Town of Chapel Hill and Greene Tract partners
 - 2012 – Rogers Road Small Area Plan – Rogers Road Task Force
 - 2015 – Mapping Our Community’s Future – Rogers Road Community facilitated by Jackson Center
 - Focused on development in the Rogers Road Neighborhood
 - “...this effort would help guide future conversations about land use planning and development approvals, especially in the Greene Tract...”
 - Did not include affordable housing or school stakeholders



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4 Travis Myren said this could be used but it did not include school or affordable housing stakeholders as required in the 2021 direction.

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6 Slide #6

Background

Recommendations

 Retain families who have lived here for decades/generations
 Connect us with each other and the larger community
 Preserve socioeconomic and cultural diversity for the future
 Respect the physical/natural character of the neighborhood

Development Do's and Don'ts

Development Do's	Development Don'ts
Community commercial. Limit to 3-4 shops. Ex. Barbershops, Beauty supplies, family owned business. Affordable Homes: Workforce, teachers, early career, and seniors. Affordability defined as who can access housing. Daycares, parks, and community center expansion: spaces for neighborhood children Diversity of housing: not one housing type. Variety in design. Connects to the variety of housing that exists within the neighborhood. Single-family style for affordable housing	Development catered to one demographic Large-scale commercial. Big businesses (Supercenters) a consistent fear. Ex. Timberlyne borders on being too large for this community; Walmart/Target are way too large. Development that provides destination retail or attracts large amounts of people from outside of the community (would add too much traffic). Gathering space with only one point of access



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1 Slide #7

Generally considered to "fit"



This example was the most popular, partly because residents overwhelmingly support single-story senior housing. Residents liked the scale, individual units for seniors, small yards and stoops. Some thought it looked too much like public housing, though, and thought a true fit would be better designed.

Generally considered to "fit"

The photograph of a co-housing development to the right received the most positive "feel" of the more than dozen photographs (just over 60%), mostly because of the scale and better integration of natural surroundings.



Mixed responses




Half of participants thought the example developments above could fit into the existing community. It seemed this was due more to the right scale of development rather than the actual design, as many commented on the desire for more unique units with more privacy.

Mixed responses

This photograph had a mixture of responses. Those who liked it mostly commented on the design and scale. Most who did not commented on the institutional look and inward facing courtyard that did not seem to fit in with Rogers Road rural feel.



Absolute "NO!"



Pictures like this one that were multi-story nursing or assisted living facilities were not considered a fit, mostly because of the scale, the institutional look, and the feeling that it didn't fit as well with the rural feel and independent living most seniors here want to see promoted in the community.

Absolute "NO!"





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Slide #8

2023 Community Engagement Proposal

- Gensler Consultants proposal recommended by multijurisdictional staff team
 - Supported by VHB with experience working with Orange County jurisdictions on other planning efforts
 - Conducted Traffic Impact Analysis for St. Paul's Village, located in the same general area
- Negotiations underway with separate design consultant

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Commissioner Hamilton asked for information on who VHB is and what they do.
 Cy Stober, Planning and Inspections Director, said that VHB is an acronym for Vanasse Hangen Brustlin, Inc and they are very active in the Raleigh area particularly in transportation planning. He said it might sound familiar because they did the transportation study for Hwy 54 corridor and the traffic impact analysis for a development for St. Pauls just outside Chapel Hill.

1 He said they do varying consulting services and have experience within Orange County in all
 2 jurisdictions. He said most of the work they have done in our area have been localized efforts
 3 and not the very large interstate corridors that they are also known for.

4

5 Slide #9

Project Proposal Elements

- Project Management and Coordination
 - Coordinate with staff team (monthly updates)
 - Create detailed work plan and schedule
 - Review existing plans, studies, assessments, and agenda items
 - Conduct site visit

- Project Implementation
 - Data gathering and review
 - Materials relevant to the community

 - Staff and planning partner alignment
 - Meet with planning partners (8 interviews) to understand challenges, opportunities, and needs
 - Planning partners as defined by the RFP, include, but are not limited to, environmental, recreation, engineering, planning, transportation, housing, Diversity, Equity, and Inclusion (DEI), and Solid Waste, and the Orange County Affordable Housing Coalition.

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8 Slide #10

Project Proposal Elements

- Project Implementation – continued
 - Community Advisory Group (Greene Tract Community Stakeholders/Compass Group)
 - Group of 12-16 diverse community members
 - Provide feedback on how to best connect and collect input from community
 - Help consultant understand public concerns and aspirations
 - Share information back to the group on other community engagement exercises

 - Compensation Strategy
 - \$50,000 suggested budget
 - Enable participation by underrepresented groups
 - Identify number of hours of per month required to fully participate
 - Community Champions
 - Community Stakeholder/Compass group

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1 Travis Myren said that the proposal does not include the composition of the group at this
 2 point so if they move forward with that element of the plan then they would need to have a
 3 discussion about the composition of the group and how it is chosen. He said that there is a
 4 compensation strategy that they have not used before, but it could be discussed.

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 6 Slide #11

Project Proposal Elements

- Project Implementation – continued
 - Stakeholder Interviews and Meeting Attendance
 - Elected officials
 - Community members
 - Affordable housing providers
 - Civic leaders
 - Community Listening Sessions
 - Up to 8 community/resident organization meetings
 - Help consultant understand the challenges and aspirations of the local resident and business community
 - Public Survey
 - Online and printed survey instruments
 - Customized questions
 - Feedback on various urban design and planning issues

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 9 Slide #12

Project Proposal Elements

- Project Implementation – continued
 - Design Workshop One – Vision Launch
 - Public stakeholders – 2-3 hours for up to 75 participants
 - Inform and educate the public on project and status
 - Hold interactive exercises to explore key areas of opportunity and challenge
 - Identify shared interests
 - Community Walk and Talk
 - Six walk and talk sessions with staff, community champions, and community advisory/compass group
 - Walking tours for informal interaction
 - Community Event Participation
 - Attend up to 4 community events
 - Staff a table to share information and collect feedback

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1 Slide #13

Project Proposal Elements

- Project Implementation– continued
 - Design Workshop Two – Vision Alignment
 - Public stakeholders– up to 75 participants
 - Consulting team will provide initial focus areas, guiding principles, potential design priorities
 - Help consultant develop design criteria and evaluation measures to inform design approach
 - Insights Summary and Guiding Principles
 - Summary of engagement activities
 - Recommend guiding principles, design priorities
 - Design Workshop Three – Community Co-Creation
 - Public stakeholders– up to 75 participants
 - Review previous workshop work
 - Conduct an interactive review and collect feedback on two planning options

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Slide #14

Project Proposal Elements

- Project Implementation – continued
 - Oral Histories Temporary Installation
 - Capture community perspectives during prior engagement activities
 - Post near Greene Tract and invite additional feedback
 - Design Workshop Four – Design Alignment
 - Public stakeholders – up to 75 participants
 - Share speculative scenarios, validated through end user perspectives
 - Define direction for the preferred scenario
 - Final Open House
 - Final recommendations and report

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1 Slide #15

Scope Differences

- Scope 1 - \$360,000
 - Data gathering and review
 - Staff and planning partner alignment
 - Community Advisory Group
 - Compensation Strategy
 - Stakeholder Interviews and Meeting Attendance
 - Listening Sessions
 - Public Survey
 - Design Workshop One – Vision Launch
 - Community Walk and Talk
 - Community Event Participation
 - Design Workshop Two – Vision Alignment
 - Insights Summary and Guiding Principles
 - Design Workshop Three – Community Co-Creation
 - Oral Histories Temporary Installation
 - Design Workshop Four – Design Alignment
 - Final Open House

- Scope 2 - \$270,000
 - Data gathering and review
 - Staff and planning partner alignment
 - Community Advisory Group
 - ~~Compensation Strategy~~
 - Stakeholder Interviews and Meeting Attendance
 - ~~Listening Sessions~~
 - Public Survey
 - Design Workshop One – Vision Launch
 - ~~Community Walk and Talk~~
 - ~~Community Event Participation~~
 - Design Workshop Two – Vision Alignment
 - Insights Summary and Guiding Principles
 - Design Workshop Three – Community Co-Creation
 - ~~Oral Histories Temporary Installation~~
 - Design Workshop Four – Design Alignment
 - Final Open House

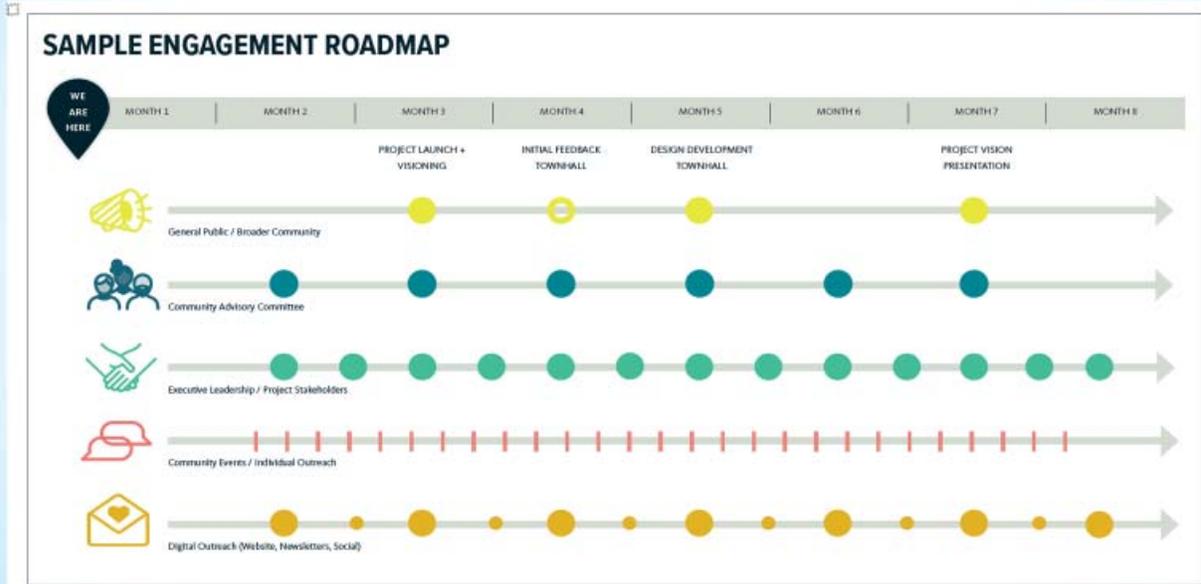
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Slide #16

Timeline



Travis Myren said that the engagement process would be eight to ten months.

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1 Slide #17

Cost Breakdown and Town Action

- Cost Allocation @ \$360,000
 - Orange County (43%) - \$154,800
 - Town of Chapel Hill (43%) - \$154,800
 - Town of Carrboro (14%) - \$50,400

- Cost Allocation @ \$270,000
 - Orange County (43%) - \$116,143
 - Town of Chapel Hill (43%) - \$116,143
 - Town of Carrboro (14%) - \$37,814

- Town Action
 - Chapel Hill Town Council adopted a resolution "...providing their support to the Orange County Commissioners entering into a contract with the community engagement consultant." Staff presentation referenced the \$360,000 scope.
 - Carrboro Town Council adopted a resolution "...providing their support to the Orange County Commissioners entering into a contract for community engagement consultant services to be provided in relation to development of a Master Plan for the Greene Tract."

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4 Travis Myren said that the cost would be shared with the towns based upon the Greene Tract allocations.

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6 Slide #18

Recommendation

- Discuss community engagement proposal from Gensler Consultants

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1 Slide #19

Greene Tract Community Stakeholders

Community Advisory Group/ Greene Tract Community Stakeholders (GTCS) Group

We see the GTCS as a foundational pillar of our outreach work. The Team will work with the established GTCS as a sounding board throughout the project, providing feedback to the engagement team on how best to connect, collect input, and establish and maintain trust in the community. Our goal is to work with the public through this advisory group to ensure that public concerns and aspirations are consistently understood and considered in a proactive and authentic manner. The GTCS will not only be used to share feedback and findings from the community engagement exercises, but to workshop the best communication and engagement approaches to gather feedback from a diverse array of community members and partners. The group should ideally be between 12-16 participants and expect to meet close to monthly (10) with the Team over the course of the project. The team will host both in person and virtual formats over the course of the efforts.

19



2
3 Commissioner Richards asked if all three parties agreed to the Mapping Our Community
4 Future report.

5 Travis Myren said it was shared but there was not a vote taken to approve or accept it.

6 Commissioner Richards said she is concerned about it not being referenced. She said it
7 seems that they are starting all over in terms of what the community wants. She said they are
8 now expanding this to a group of people that creates a power imbalance. She said that she is
9 concerned about who those people are. She said they have been studying this for a long time
10 and they have done the Mapping Our Communities Future and the people that live there told
11 them their wishes. She asked if the new group would make a recommendation.

12 Travis Myren said it is not envisioned that the stakeholder group would create
13 recommendations.

14 Cy Stober said no and that the purpose of the community engagement consultant is to
15 represent the community input to the design team. He said they would make sure that the
16 intensity and density of development reflect the wishes of the community. He said the process is
17 that the steering committee would direct the process.

18 Commissioner Richards said that the community has already said what they want in the
19 Mapping Our Community Future study. She said that in the community engagement for the
20 strategic plan there was low participation in community meetings. She asked what the specific
21 plan is to get real engagement. She said one of the meetings was at Rogers Road and she
22 would like to know what they will do to increase participation. She said that Chapel Hill
23 referenced the \$360,000 cost of the plan and asked if the Council supported the amount.

24 Commissioner Fowler said she wanted to understand what we are asking the consultant
25 to produce.

26 Cy Stober said Mapping Our Community Future is 8 or 9 years old. He said that the
27 intention is for the intentions of the RENA community, especially now that the county owns the
28 Headwaters Preserve, is reflected here. He said that the Mapping Our Community Future is not
29 helpful as a planning tool. He said that the community engagement consultant would assist the
30 design team to focus solely on design and land development. He said the community

1 engagement consultant would be making sure that they do not go back on the decisions that
2 have been made up to this point.

3 Commissioner Fowler asked if the design team would present the design to the group.

4 Cy Stober said the engagement consultant would have the dual responsibility of
5 representing the public entities they have contracted with but also representing the Rogers
6 Road input and values are reflected in in the design.

7 Commissioner Greene said everyone in the Town of Chapel Hill meeting said they
8 wanted to lower the cost. She said that the presentation at Chapel Hill was 14 months.

9 Travis Myren asked Cy Stober if the discrepancy in time included the design work.

10 Cy Stober said it does and the four months of presentations to the three bodies. He said
11 if there is a need to present to the Planning Board, this also ensures there is enough lead time
12 to do that.

13 Commissioner Greene said to summarize what she heard in Chapel Hill, they said they
14 wanted to make sure they were not starting over, and they wanted to ensure that they were
15 talking about what type of housing to put there. She said they discussed how the process would
16 work in tandem with the design process. She said that Chapel Hill was fine with it, except they
17 said lower the cost and shorten the time frame. She said she is hopeful that if the scope is
18 reduced, that it might shorten the time frame.

19 Commissioner Portie-Ascott asked how they would use the feedback they have received
20 from the community and how that has been ranked.

21 Cy Stober said the intention is to use the work and plans that have been done to create
22 a plan of where attributes would be located. He said the community consultant would ensure
23 that all the work already done is represented and when they finetune the detail, that the streets
24 and land use reflect those wishes. He said it is really working to get a detailed master plan.

25 Commissioner Portie-Ascott asked if the housing would serve the four priority
26 populations, or if it would serve any population that needs housing.

27 Commissioner Greene said the details of the mix of the housing was still on the table.

28 Bonnie Hammersley said the mix would be decided by the three partners. She said that
29 managing expectations is important. She said she is concerned that the \$360,000 option would
30 override the work that has already been done and they do not know who those partners would
31 be. She said that it might also slow the process down. She said that the three owners need to
32 start making decisions about the road. She said they do not need to ask the community about
33 Purefoy and a four-lane highway, but the owners can start making decisions.

34 Vice-Chair McKee said he is not really sure what they are trying to do with the
35 community engagement consultant. He said he is always concerned about unintended
36 consequences. He asked if the decision is the county's and the county's only. He said that it is
37 concerning that the towns support their entering into the contract.

38 Bonnie Hammersley said that the county would be administering the contract, and the
39 other jurisdictions would pay the county.

40 Vice-Chair McKee said the wording is a little bit off. He said he agrees with everything
41 the manager just said. He said he felt like it was opening it back up for another 12 years of
42 discussion. He said he didn't understand what they were buying for \$270,000.

43 Cy Stober said that the presence would be dedicated staff to the project and the
44 community to provide dialogue with the community and receive input. He said the intention of
45 staff is to ensure that the project is successful and to do that expeditiously. He said staff feels
46 that having a third party would provide a resource of communication, for feedback and updates,
47 and would have someone dedicated to that purpose. He said as planners, it is important that
48 they have an ethical interest in representing the needs of the Rogers Road community. He said
49 the Greene Tract is not new to him and it is exciting to be part of that.

1 Vice-Chair McKee said he doesn't question staff's commitment and dedication to the
2 project. He asked what will happen if the input they get with this extensive amount of
3 community dialogue does not align with what is already in place.

4 Commissioner Richards said if the intention is to build upon the work that is already
5 done and to provide a more detailed project then it should be stated clearly. She said she would
6 like to see it specified that they are building on Mapping Our Community Future and prior work
7 that was previously agreed to.

8 Commissioner Fowler said that this is just for community engagement, and there is a
9 separate contract for design services.

10 Cy Stober said that is correct.

11 Commissioner Fowler asked who decides who the community advisory group members
12 are.

13 Travis Myren said it would be up to the partners to determine the composition of the
14 group.

15 Commissioner Fowler said that it would come back to the Board.

16 Chair Bedford said that would add six more months.

17 Travis Myren said it would add time, but it would have to come back to the Board.

18 Commissioner Fowler said she was leaning towards the lower cost option and is also
19 interested in figuring out the configuration of the community members.

20 Chair Bedford said the group could be removed and they could do it in a traditional way.

21 Commissioner Hamilton said there was a need for community outreach and input now,
22 since the needs of the community can change. She said she had concerns about the
23 community advisory group, if that group would give the feedback that they are looking for. She
24 said that in the agreement they discussed placing a school and recreational facilities, which is
25 no longer best practice for school safety.

26 Cy Stober said that the ingress and egress points are a major point of consideration and
27 with the floodplain presence, and trying to be efficient on cost it is a big challenge with the
28 school site design. He said that there are fire safety issues as well.

29 Commissioner Hamilton said having a lot of public activity close to schools is not
30 something they want to do in these times. She said since it is the Board that will be making the
31 decision on this, they need to be kept in the loop.

32 Commissioner Richards asked if they are saying that the design process might have a
33 different location for the school than where it is now.

34 Cy Stober said no. He said there are logistical challenges with access for the location,
35 but they are in negotiations with a firm that has experience in school design.

36 Commissioner Richards asked if they are looking for a specific design that addresses
37 the challenges.

38 Cy Stober said they need the school system's input, but they would design the access
39 roads and further detail.

40 Commissioner Greene said the schools have said they would not need the schools at
41 this time.

42 Chair Bedford said it might be 100 years before a school is needed in this area because
43 they are addressing the schools now.

44 Commissioner Greene said that Chapel Hill said they are not starting over with this
45 community engagement proposal. She said the affordable housing community did not provide
46 input to the Mapping our Community and it is important to know what their vision is. She said
47 she thinks there are a number of things to keep them safe from Vice-Chair McKee's fears. She
48 said she does not think the compass group is needed and she would support an occasional
49 Assembly of Governments meeting to discuss the issue.

50 Chair Bedford said a stakeholder group is a power imbalance. She would like to hear
51 from the public but that she is looking for input, not a mission statement and change. She said

1 that they would expect that the elected bodies would be taking recommendations from the group
2 when they already have the information from the community. She said they need affordable
3 housing input. She said she agrees to go with a smaller amount of money and to go faster. She
4 said that she wants engagement but feels that everyone should be invited. She said the
5 consultant should spend more time with the elected officials.

6 Commissioner Portie-Ascott wanted to know if the Board would see a completed service
7 agreement before it is finalized.

8 Travis Myren said yes.

9 Chair Bedford said this is the time to give input.

10 Cy Stober asked for clarification because they are using their professional services
11 contract. He said that it relies on timelines. He said that the intention would be that the scope of
12 services are attached to the contract.

13 Travis Myren said that is the information that she is looking for.

14 Vice-Chair McKee said that the community he was most interested in hearing from were
15 the people living within a one-mile radius of the project, particularly to the west and north. He
16 asked for a meeting with the owners to discuss what they envision this to be because he is
17 unsure and very leery of this.

18 Chair Bedford asked if they could add joint meetings with the consultant and that the
19 government owners would be there and the public would be invited.

20 Commissioner Richards said she thought that the consultant would need to go back to
21 the drawing board on the proposal.

22 Travis Myren said staff would go back to the consultant and ask them to take the
23 elements out to get to \$270,000 and the focus groups. He said that would be another cost
24 reduction. He said they can add a scope element that at the end of the community engagement
25 process, the consultant will work with the boards to develop consensus based on the feedback.
26 He said that would come at a cost but maybe it would be a wash. He said that it would likely not
27 be back at the next meeting, but they would get it back as soon as they can.

28 Commissioner Hamilton said there is a public survey involved. She asked if that would
29 be helpful.

30 Travis Myren said that they could ask for a quote from the consultants without the
31 survey.

32 Bonnie Hammersley said she thought there was survey fatigue in Orange County.

33 Vice-Chair McKee asked for an explanation of the vision launch, vision alignment, and
34 design alignment.

35 Cy Stober said he thought workshops 1 and 2 could be combined into one workshop for
36 launch and alignment. He said that they are not reigniting the Rogers Road community and they
37 already have the feedback. He said that the vision launch could be removed because it has
38 already been done. He said if they are consolidated and the prior studies used, then this could
39 be done in one workshop by the consultant.

40 Commissioner Greene said she thought there was interest in a small retail area there.
41 She said that the Chapel Hill economic development officer had done a market study and said
42 that there is not enough density to create a demand for a small corner store. She asked when
43 that would come in.

44 Cy Stober said that is a great question. He said that there is a need for a new analysis.
45 He said if this is going to be largely staff managed, and the housing partners consulted, he is
46 happy to ask the Town of Chapel Hill to revisit the study.

47 Commissioner Richards said that things have been built there and that might change the
48 outcome of a new study.

49
50

1 **7. Affordable Housing Advisory Board – Appointment Discussion**

2 The Board discussed an appointment to the Affordable Housing Advisory Board.

3
4 **BACKGROUND:** The Affordable Housing Advisory Board prioritizes affordable housing needs
5 and assesses project proposals. The Board also publicizes the County's housing objectives,
6 monitors the progress of local housing programs, explores new funding opportunities, and works
7 to increase the community's awareness of, understanding of, commitment to, and involvement
8 in producing attractive affordable housing. As a general practice, this Board has decided not to
9 make recommendations for vacancies.

10
11 The Board of County Commissioners appoints all fifteen (15) At-Large members.

12
13 The following position is presented for Board consideration:

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
BOCC Appointee	At-Large	First Full Term	09/30/2026

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

17
18 Tara May introduced the item.

19 Commissioner Portie-Ascott suggested Andrew Myers. She said he brings geographical
20 diversity and she liked that he was a general contractor.

21 The Board agreed by consensus to appoint Andrew Myers.

22
23 **8. Animal Services Advisory Board – Appointment Discussion**

24 The Board discussed an appointment to the Animal Services Advisory Board.

25
26 **BACKGROUND:** The charge of the Animal Services Advisory Board is to advise the Board of
27 County Commissioners on matters of concern regarding animal issues and animal services in
28 Orange County, and to work with the Animal Services Director on various policy concerns and
29 issues regarding County animal services.

30
31 The Board of County Commissioners appoints all thirteen (13) members with representation
32 from various related fields and municipalities.

33
34 The following individual is recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Cathy Munnier	Animal Welfare/Advocacy	First Full Term (Re-appointment)	06/30/2026

35
36
37

1 If the individual listed above is appointed, the following vacancy remains:
2

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
At-Large	06/30/2025	Vacant since 09/21/2022

3
4 Tara May introduced the item.

5 The Board agreed by consensus on the recommended applicant.
6

7 **9. Chapel Hill Library Advisory Board – Appointment Discussion**

8 The Board discussed an appointment to the Chapel Hill Library Advisory Board.
9

10 **BACKGROUND:** The Chapel Hill Public Library Advisory Board is responsible for
11 recommending long-term plans, policies, and programs of library service throughout the
12 community. It advises the Chapel Hill Mayor and Council on library matters, develops plans for
13 library facilities, and recommends operating policies of the library.
14

15 The Board of County Commissioners appoints one member to this board.

16 The following position is presented for Board consideration:
17
18

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
BOCC Appointee	Orange County Resident	Partial Term	06/30/2025

19 If the position listed above is filled, no vacancies remain.
20

21
22 Tara May introduced the item.

23 Commissioner Greene suggested Samantha Kaplan.

24 The Board agreed by consensus to appoint Samantha Kaplan to the Chapel Hill Public
25 Library Advisory Board.
26

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

28 The Board discussed an appointment to the Orange County Parks and Recreation Council.
29

30 **BACKGROUND:** The Orange County Parks and Recreation Council consults with and advises
31 the Department of Environment, Agriculture, Parks and Recreation, and the Board of County
32 Commissioners on matters affecting parks planning, development and operation; recreation
33 facilities, policies and programs; and public trails and open space.
34

35 The Board of County Commissioners appoints all 12 members with representatives from each
36 of the county's townships plus its municipalities, as well as two (2) non-voting youth delegates.
37
38

1 The following individual is recommended for Board consideration:
2

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Lilly Kohout	Youth Member (non-voting)	First Full Term	12/31/2025

3
4 If the individual listed above is appointed, the following vacancies remain:
5

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
At-Large	03/31/2025	Vacant since 09/14/2023
Little River Township	03/31/2026	Vacant since 08/18/2023

6
7 Tara May introduced the item. She said that the Parks and Recreation Council is
8 working on recommendations for the remaining vacancies.

9 The Board agreed by consensus on the recommended applicant.

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

11 The Board considered appointments to the Orange Unified Transportation Board.

12
13 **BACKGROUND:** The Orange Unified Transportation Board (OUTBoard) advises the Orange
14 County Board of County Commissioners on the overall planning and programming of
15 transportation improvements in the County.
16

17
18 The Board of County Commissioners appoints all twelve (12) members, with representation
19 from each of the County's townships to the extent possible. The OUTBoard does not make
20 recommendations.
21

22 The following individuals are presented for Board consideration:
23

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Natalie Ziemba	Hillsborough Township	First Full Term (re-appointment)	09/30/2026
Art Menius	Little River Township	First Full Term (re-appointment)	09/30/2026
Joshua Mayo	At-Large	Second Full Term	09/30/2026

24
25 If the individuals listed above are appointed, no vacancies remain.
26

27 Tara May introduced the item.

28 The Board agreed by consensus on the recommended applicants.
29
30

1 **Adjournment**

2

3 A motion was made by Commissioner Richards and seconded by Commissioner Fowler
4 to adjourn the meeting at 9:45 p.m.

5

6 **VOTE: UNANIMOUS**

7

8

9

Jamezetta Bedford, Chair

10

11

12 Laura Jensen
13 Clerk to the Board

14

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

1 DRAFT

2 **MINUTES**
3 **ORANGE COUNTY**
4 **BOARD OF COMMISSIONERS**
5 **BUSINESS MEETING**
6 **October 17, 2023**
7 **7:00 p.m.**

8 The Orange County Board of Commissioners met for a Business Meeting on Tuesday, October
9 17, 2023, at 7:00 p.m. at the Whitted Human Services Center in Hillsborough, NC.

10
11 **COUNTY COMMISSIONERS PRESENT:** Chair Jamezetta Bedford, Vice-Chair McKee and
12 Commissioners Amy Fowler, Jean Hamilton, Phyllis Portie-Ascott, and Anna Richards (arrived
13 at 7:23 pm)

14 **COUNTY COMMISSIONERS ABSENT:** Commissioner Sally Greene

15 **COUNTY ATTORNEYS PRESENT:** John Roberts

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

19
20 Chair Bedford called the meeting to order at 7:00 p.m. All commissioners were present,
21 except Commissioner Richards and Commissioner Greene.

22
23 **1. Additions or Changes to the Agenda**

24
25 Chair Bedford dispensed with reading the public charge.

26
27 **2. Public Comments (Limited to One Hour)**

28 **a. Matters not on the Printed Agenda**

29
30 At the time this agenda item came up, there was no one signed up to speak. Following
31 Item 3, the Board agreed to allow two public commenters for matters not on the printed agenda.

32
33 Susan Walson said she will speak about the proposed Orange Grove Rd. convenience
34 center. She provided a packet of information, which the Clerk passed out to the Board. She said
35 Solid Waste Management published information in response to questions that were raised at the
36 neighborhood information meetings, and one of the documents was titled Appendix A. She said
37 county staff has indicated that Appendix A shows market values for properties around existing
38 convenience centers, however, she believes Appendix A actually shows the tax values from the
39 properties' record cards. She said that market values and tax values are not equivalent, so this
40 document does not accurately show what being near a convenience center does for property
41 values. She said she pulled comps for residences in the Collins Creek neighborhood, which is
42 adjacent to the property. She said the properties staff chose to highlight in Appendix A are not
43 similar to the properties immediately surrounding the proposed site.

44 Marilee McTigue said she is a 30-year resident of Bingham Township and is speaking on
45 the proposed convenience center. She read from the following prepared statement:

46 "Given all the information the community has shared with the BOCC, county
47 manager, and Solid Waste Department, it's time for the county to stop wasting time and
48 money on an option that is clearly not right for this community. We ask that the BOCC
49 immediately direct the County Manager and Solid Waste staff to remove this option from
50 further consideration and would very much appreciate your comments at the end of this
51 meeting tonight.

1
2 If it's determined by the BOCC that consolidation of the Bradshaw Quarry and Ferguson
3 Road Convenience Centers is justified with business criteria and it's critical to the success
4 of the Solid Waste mission, then we ask that the BOCC provide concrete direction to the
5 County Manager and Solid Waste staff as to selection criteria for the future site. The
6 community asks that you provide the following direction:

- 7 1. That the Solid Waste Staff work in a collaborative and transparent manner with
8 the Bingham Community to develop and assess criteria for a potential site.
- 9 2. That only Commercial or Industrial sites will be considered in order to be
10 consistent with the siting of the Eubanks, Walnut Grove and High Rock sites.
11 Sites in residential areas will be removed from consideration.
- 12 3. If no site is found that is acceptable to Solid Waste and the Bingham Township
13 Community, we ask that you direct the County Manager and Solid Waste Staff
14 to find a way to upgrade the current Ferguson Road and Bradshaw Quarry sites
15 which, by the way, already meet the community's needs in their existing form. I
16 understand this option was undertaken at High Rock when no acceptable
17 replacement site was found and the upgrade plans were adjusted to fit into the
18 existing High Rock site.

19
20 Thank you for your consideration in this matter and I look forward to hearing your
21 comments at the conclusion of the BOCC regular agenda later this evening.”
22

23 **b. Matters on the Printed Agenda**

24 (These matters will be considered when the Board addresses that item on the agenda below.)
25

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

27 Commissioner Fowler said she attended the Alcoholic Beverage Control Board meeting
28 today and learned they received a clean financial audit. She said they have given out \$1.1 million
29 in distributions this past year to law enforcement, substance abuse prevention and education
30 organizations, and the county. On Thursday she said she will attend the Orange Cooperative
31 Extension Breakfast and Report to the People.

32 Vice-Chair McKee read a statement expressing his concern for residents of Israel and
33 Gaza following Hamas's terrorist attacks on Israel. He stated that he wanted to ask the Board to
34 pass a Resolution in support of Israel but felt it would be words on paper without any real impact.
35 Instead, he petitioned staff to reach out to community organizations, both governmental and
36 private, to bring the Board information on how to actively participate in the rescue and repatriation
37 of United States passport holders back to this country.

38 Chair Bedford petitioned staff to find out what the water standards are for watersheds and
39 any state limits on building. She said she attended the Board of Health meeting a few weeks ago,
40 as well as an equity subcommittee meeting. She said the subcommittee reminded her of a Health
41 in All Policies framework, which she wants to share with fellow commissioners. She said there is
42 also consideration of potential work on a policy recommendation to restrict tobacco, vape, hemp
43 shops within a certain distance of schools and parks. She said she, Commissioner Portie-Ascott,
44 Commissioner Hamilton, and Commissioner Richards attended the Peach Apartments
45 groundbreaking this morning. She said there will be 10 apartments off Merritt Mill Rd. in Chapel
46 Hill built by EmPOWERment using some of the 2016 bond funds. She said the apartments will
47 have no mortgage and will be affordable at 30% and 60% AMI.

48 Commissioner Portie-Ascott said she toured the proposed site for the solid waste
49 convenience center on Orange Grove Rd. with Commissioner Richards. She said they were
50 invited to tour by the residents in that community and listened to the concerns they have about
51 the convenience center at this location. She said she also attended the Triangle Area Rural

1 Planning Organization (TARPO) meeting, and that board decided to meet every other month in
 2 2024. She said the NC-54 Corridor Project the Board saw at a recent meeting was adopted at the
 3 TARPO meeting. She said she also learned at that meeting there will be 39 electric vehicle
 4 charging stations in the four-county area and 10 of those will be privately owned.

5 Commissioner Hamilton thanked Vice-Chair McKee for his comments on the events
 6 happening in the Middle East. She said through her work as a therapist, she knows that many are
 7 affected by what is going on there. She said she wishes everyone peace because violence won't
 8 help us develop as humans and as societies. She reminded everyone about the 9-8-8 Crisis Line
 9 for those feeling distressed. She said she attended an Alliance Health Board meeting and
 10 reported that Medicaid expansion is going to take place December 1, 2023. She said entities are
 11 working hard to be able to serve all those who will become eligible. She said the state has some
 12 funding for mental health services for those without insurance and that funding stream has not
 13 been cut. She said the state budget is looking to increase Medicaid reimbursement and payments
 14 to direct care workers to help support those providing mental health services. She said the
 15 Strategic Communications Committee met on October 6th and they are working to improve
 16 communication with county residents. On the same day, she also attended the Employee
 17 Appreciation Celebration and expressed her thanks to Orange County staff. She said she met
 18 with the executive director of the Central Pines Regional Council and learned more about that
 19 organization. Finally, she said she enjoyed attending the Peach Apartments groundbreaking, and
 20 said it is a great example of what can be done when government, non-profit organizations, and
 21 the private sector work together.

22
 23 The Board agreed to revisit Item 2-a to allow two members of the public to comment on
 24 matters not on the printed agenda.

25 26 **4. Proclamations/ Resolutions/ Special Presentations**

27 28 **a. Orange County Arts Commission 2023-24 Annual Grant Recipients**

29 The Board acknowledged local artists and organization receiving 2023-24 Orange County Arts
 30 Grants

31 32 **BACKGROUND:**

33 34 **Orange County Annual Grants Cycle**

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

39
 40 For the second year, \$45,000 (typically dispersed through the Outside Agencies Program) was
 41 allocated to the OCAC's annual Grassroots Arts Program to ensure arts agencies were applying
 42 for funding through a program specific to the arts following the best practices set forth by the North
 43 Carolina Arts Council. Of that \$45,000, \$15,289 was directly allocated to Kidzu and is managed
 44 by the Visitors Bureau, changing this year's available allocation to \$29,711.

45
 46 For the first time this year, the OCAC elected to keep the allowed 50% of Grassroots Arts Program
 47 funding to partially support a new full-time Programs Coordinator, lowering the amount of GAP
 48 funds available for sub-granting by half.

49
 50 Statistics regarding this year's grant cycle are noted in the chart below.

51

TOTAL	
NC Arts Council Funding: Grassroots Arts Program	\$25,508
NC Arts Council Funding: ARPA	\$35,001
Orange County Funding: Artist Support Grants	\$28,800
Orange County Funding: Outside Agencies	\$29,711
TOTAL AVAILABLE FUNDING	\$119,020
Total dollar amount requests	\$158,497
Total grants awarded	38, or 81% of applications
Total applications received	47, 45 eligible
Total first-time applicants	12, or 30% of applicants

The OCAC grant review and awards process is as follows:

1. The grant application process is open for two months. Two virtual training sessions occurred and the OCAC director was available for one-on-one meetings.
2. After the due date, OCAC staff conducts an initial compliance and eligibility review. Applications found noncompliant or outside of the grant requirements are considered disqualified. Eligible organizations are given a compliance score based on prior year adherence to grant requirements such as logo usage and reporting.
3. Qualified applications are forwarded to members of each review panel for initial review and scoring. This year's grant panels included the following:
 - a. Visual Arts: Composed of OCAC Board Members with visual arts expertise, as well as one visual arts professional from the community.
 - b. Performing Arts: Composed of OCAC Board Members with performing arts expertise, as well as one performing arts professional from the community.
 - c. Literary Arts: Composed of OCAC Board Members with literary arts expertise.
4. Non-governmental Grassroots Arts Program (GAP) applicants are also evaluated by a Financial Review Panel who examine submitted financial documents to determine financial solvency and stability.
5. Each panel met virtually to evaluate assigned applications. Feedback, first strengths and then challenges, was offered by panelists and recorded by OCAC staff. After discussion, each panelist submitted a score through the online platform for each of the categories below. After all scores were submitted, the Director recorded the final score per applicant.
6. The scoring rubric for this year's grant program was as follows:
 - GRASSROOTS ARTS PROGRAM - ORGANIZATIONS
 - Artistic Merit – 30%
 - Community Impact – 25%
 - Program Management – 15%
 - Financial Review – 10%
 - NC Arts Council Priority of Funding – 10%
 - Compliance score (prior grantees only) – 10%
 - GRASSROOTS ARTS PROGRAM - SCHOOLS
 - Artistic Merit – 40%
 - Integration in curriculum/enrichment – 40%
 - Free and Reduced Lunch Percentage – 20%
 - ARTIST PROJECT GRANTS
 - Artistic Merit – 40%
 - Community Impact – 30%
 - Program Management – 20%

1 Compliance score (prior grantees only) – 10%

- 2 7. Funding decisions were made at the September 2023 OCAC meeting. For the GAP
3 program, the board prioritized high scoring program requests, programs hiring
4 multicultural artists, and schools. For APG, the board approved funding applicants with
5 scores above 60 at their full request amount.
6 8. All applicants were notified of the panel’s decisions. All declined GAP applicants received
7 panel feedback; and approved GAP and APG applicants could receive feedback upon
8 request.
9

10 Katie Murray, Arts Commission Director, reviewed the background information for the item
11 and introduced grant recipients. Following recognition, a picture was taken of the Board and grant
12 recipients.
13

14 *Commissioner Richards arrived at 7:23 pm.*
15

16 5. Public Hearings

17 a. Joint Public Hearing with the Historic Preservation Commission Regarding the 18 Proposed Designation of the Davis Cotton Gin and Press as an Orange County Historic 19 Landmark 20

21 **BACKGROUND:** In 1991, the BOCC adopted the “Ordinance Creating the Historic Preservation
22 Commission (HPC) of Orange County,” also referred to as the “Historic Preservation Ordinance.”
23 In 1997, the BOCC adopted the Historic Landmark Program, a voluntary program allowing the
24 HPC to designate properties of local historic and/or architectural significance, as authorized by
25 NC General Statute 160D-9-40 - 160D-9-51. One of the HPC’s duties is to recommend properties
26 to the BOCC for historic landmark designation. Properties must meet a high standard of historic
27 and/or architectural significance to be designated as a landmark. The higher standard is
28 appropriate since landmark property owners are eligible for a fifty (50) percent property tax
29 deferral as provided by State law, as long as the property retains its historic character. The intent
30 of this tax treatment is to provide a modest benefit for owners who face high costs to maintain,
31 paint and repair historic buildings, usually by employing local tradespeople.
32

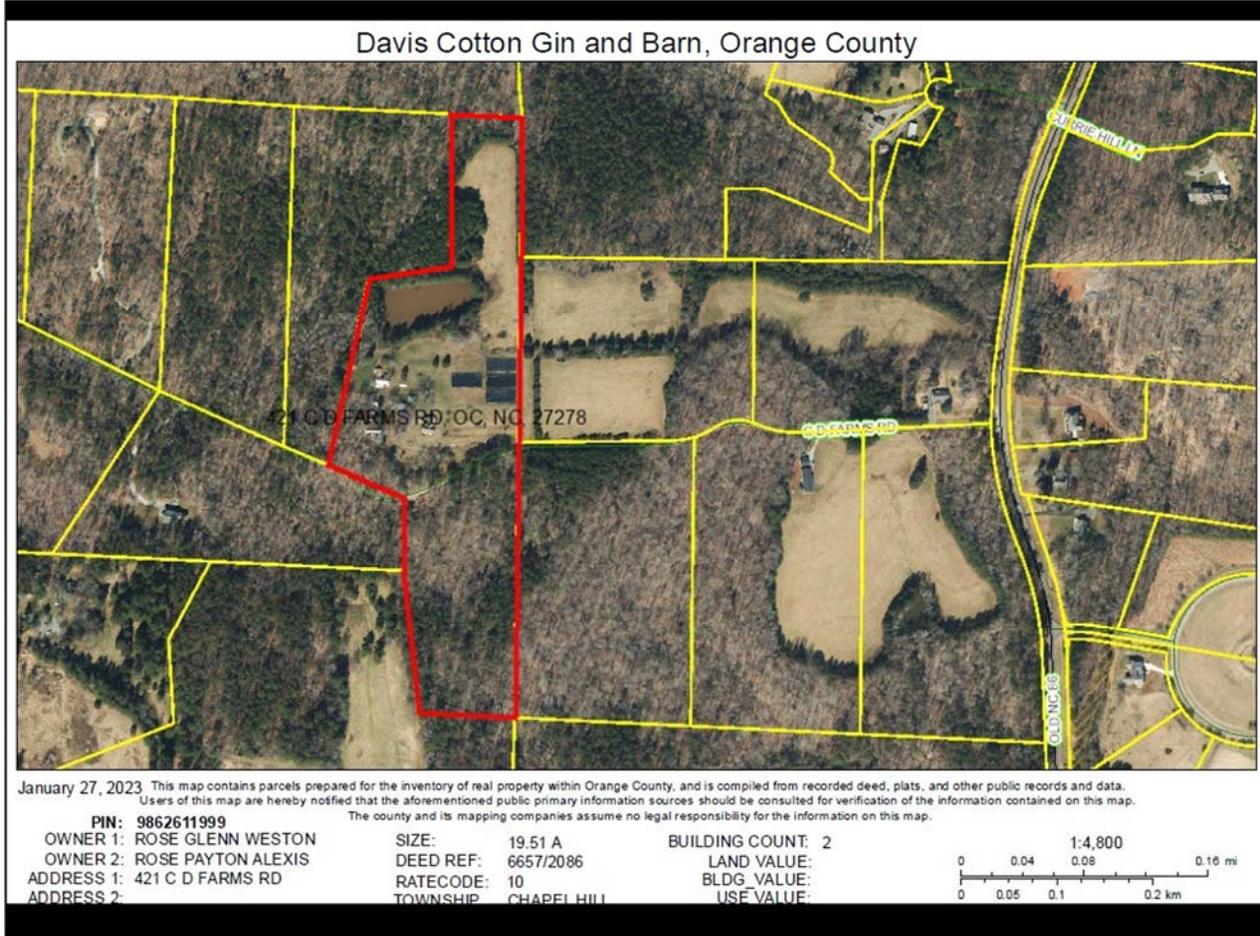
33 The historic landmark designation process involves several steps culminating with the adoption
34 of an ordinance by the BOCC for each individual landmark. The HPC adopted a motion at its
35 November 2, 2022 meeting stating that the Davis Cotton Gin and Press possesses special
36 historical and/or architectural significance and is worthy of landmark designation. The November
37 2, 2022 meeting minutes are provided as Attachment 2. (This is the fourth of the four landmark
38 applications approved by the HPC on November 2, 2022. The other three properties were
39 approved by the BOCC in June 2023.)
40

41 The application material for this property (Attachment 1) was then submitted to the State Historic
42 Preservation Office (SHPO) for review and comment as required by State law. The SHPO
43 provided a positive review (Attachment 3). The next step is for the HPC and BOCC to hold a joint
44 public hearing as required by the County’s Historic Preservation Ordinance.
45

46 Following this joint public hearing, the BOCC and the HPC will take into consideration public
47 comments, if any. It is projected that the HPC will then present a final draft landmark ordinance
48 to the Board of Commissioners for consideration and adoption, likely at a November 2023
49 Business meeting.
50

1 Peter Sandbeck, Cultural Resources Coordinator with the Department of Environment,
2 Agriculture, Parks and Recreation reviewed the background information for the item, and made
3 the following presentation:

4
5 Slide #1



6
7 Peter Sandbeck said it is rare, but not unheard of, to designate an object as a landmark.
8 He said cotton was not a big crop in Orange County, but residents in the southern part of the
9 county did start growing it after the Civil War and it proved to be a good cash crop. He said this
10 was a community cotton gin used by many farmers.
11
12

1 Slide #2

Davis Farm Cotton Gin and Press: proposed parcel of approx. 1.5 acres for landmark designation



2
3
4

Slide #3



5
6

Peter Sandbeck said efforts will be made to restore the barn.

1 Slide #4



2 Peter Sandbeck said wagons were parked under the door and cotton was unloaded and
3 hauled into the upper story.
4
5

6 Slide #5



7

1 Slide #6



2 Peter Sandbeck said the red arrow points to the cotton press where the cotton was pushed
 3 down and pressed.
 4

5 Slide #7



7 Peter Sandbeck said the door with the red error could be moved to remove the pressed
 8 cotton bales. He said the blue arrows point to push poles which people used to push the cotton
 9 into the press. He said this was a manual press as opposed to steam powered or horse powered
 10 as some were.
 11

1 Slide #8



2
3
4

Slide #9



5
6
7
8
9

Peter Sandbeck said once this box was full of cotton, the screw would be turned and pressed down.

1 Slide #10



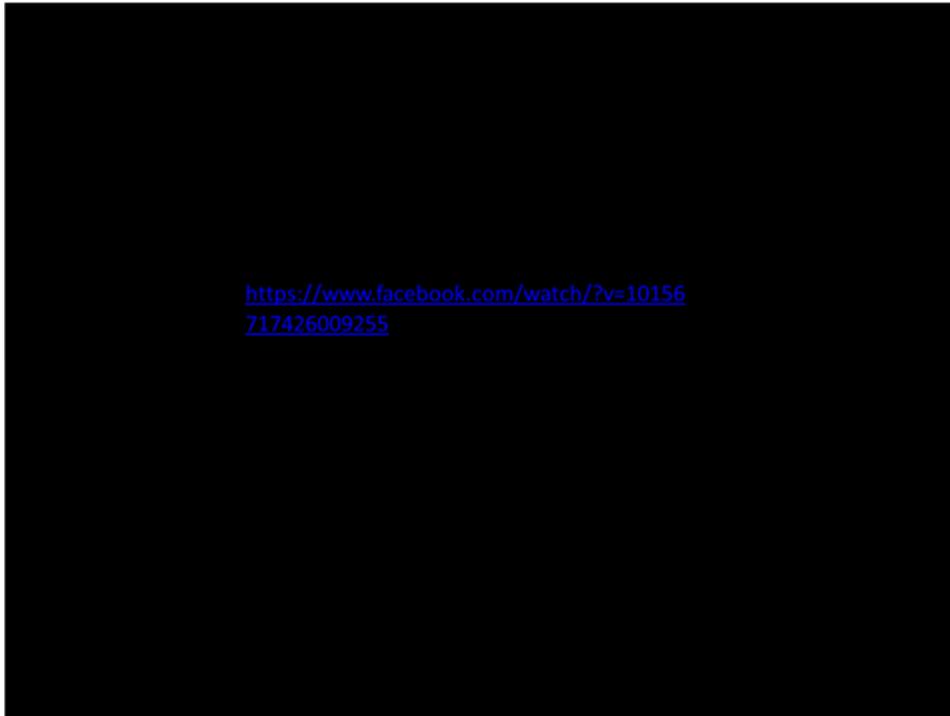
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3
4

Slide #11



5
6
7
8

1 Slide #12



2
3 Peter Sandbeck then played a video depicting a similar functioning cotton gin to
4 demonstrate how the Davis Cotton Gin once operated.

5
6 The following Historic Preservation Commission members were present for the public
7 hearing: Chair Art Menius, Vice-Chair Paul Noe, Steve Peck, Anne Whisnant, and Todd
8 Dickinson.

9
10 A motion was made by Vice-Chair McKee, seconded by Commissioner Fowler, to open
11 the public hearing.

12
13 **VOTE: UNANIMOUS**

14
15 No one was signed up to speak during the public hearing.

16
17 A motion was made by Commissioner Fowler, seconded by Vice-Chair McKee, to close
18 the public hearing.

19
20 **VOTE: UNANIMOUS**

21
22 Chair Bedford said she looks forward to this coming back for approval in November.

23 Commissioner Richards thanked the property owners for preserving the cotton gin and
24 making it available for landmark designation. She said it is great that they have this connection to
25 history and the desire for preservation.

26 Commissioner Hamilton asked if the cotton gin could become operational as part of the
27 barn renovation.

28 Peter Sandbeck said he hopes to get someone who restores antique equipment like this
29 to assist with that task. He said it is a work in progress.

1 Vice-Chair McKee said he appreciates that the property owners recognized the cotton gin
2 for what it was and were willing to work to save it. He said he is sure it is restorable.

3 Commissioner Fowler said this was very interesting to learn about and thanked Peter
4 Sandbeck for his thorough work.

5
6 **b. Public Hearing on Close Out of CDBG-CV Grant for Emergency Housing Assistance**

7 The Board held a public hearing on closing out Orange County's Federal Community
8 Development Block Grant – Coronavirus (CDBG-CV) funds.

9
10 **BACKGROUND:** On August 25, 2020, Governor Roy Cooper announced the availability of \$28
11 million from federal Community Development Block Grant – Coronavirus (CDBG-CV) funding to
12 be disbursed by the North Carolina Office of Recovery and Resiliency (NCORR) to support rental
13 and utility payments and prevent evictions for those with a demonstrated need.

14
15 Orange County applied for the CDBG-CV funds to be used with the County's existing Emergency
16 Housing Assistance (EHA) fund, which provides financial assistance to help Orange County
17 residents with low incomes secure and maintain stable housing. Assistance was available to
18 households in Orange County that earn no more than 60% of the area median income and had
19 an urgent need for housing assistance. The total amount awarded to Orange County was
20 \$900,000.

21
22 In accordance with closing out the grant, Orange County must hold a public hearing to obtain
23 residents' comments about the program's impact and how it was administered. In addition to this
24 public hearing, residents had from September 15 through October 15, 2023 to submit comments
25 to the Housing Department's Community Stability Manager, Libbie Hough, via email, in writing, or
26 by phone.

27
28 (In January 2023, the program instituted a cap of \$6,000/calendar year and moved to assisting
29 households in Orange County that earn no more than 30% of the area median income, except in
30 the cases of eviction, utility disconnections, and exiting homelessness. Since July 2023, income
31 has not used to qualify for assistance; however, the household must document notice of eviction,
32 imminent utility disconnection, or that they are exiting homelessness. These changes were made
33 as funding for the program depleted CDBG-CV funds and transitioned to American Rescue Plan
34 Act (ARPA) funds.)

35
36 **Municipal updates**

37
38 - County EHA staff served as the program administrators for CDBG-CV awards given to the Town
39 of Carrboro and the Town of Hillsborough. This meant that clients applied for assistance from the
40 County, and the County invoiced the Towns for those expenses. County CDBG-CV funds covered
41 the Town of Chapel Hill as the town is a CDBG direct service recipient and could not draw down
42 further assistance.

43
44 - The Town of Carrboro has expended all funds (\$900,000) and is currently in its close out
45 process. The Town of Hillsborough will have expended its funds by this fall (\$600,000) and begin
46 its close-out process thereafter.

47
48 **Unique households served:** Many households applied multiple times throughout the life of the
49 grant.

50

Locality	CDBG-CV	ARPA	HOPE	Lifetime Total Households
Orange County	228	400	75	703
Carrboro	198	562	120	880
Chapel Hill	173	1,119	160	1,452
Hillsborough	215*	84	69	368
Funding Stream Totals	814	2979*	424	Total Households 3,403*
*Numbers will increase by end of 2023				

1
2 Minutes from this hearing will be approved by the BOCC at an upcoming meeting. The approved
3 minutes along with any comments provided to the Housing Department (Libbie Hough) during the
4 required 30-day window will be submitted along with all close-out documentation to the North
5 Carolina Department of Commerce in November.

6
7 Libbie Hough, Community Stability Manager for the Orange County Housing Department,
8 reviewed the background information for the item.

9
10 Commissioner Portie-Ascott asked if any of these funds were used for housing rehab.

11 Libbie Hough said HOME funds are available through the Community Development
12 division of the Housing Department for people needing housing rehab and repair. She said some
13 CDBG funds can also be used for this purpose, but the CDBG-CV funds had another focus.

14
15 A motion was made by Commissioner Portie-Ascott, seconded by Commissioner
16 Hamilton, to open the public hearing.

17
18 **VOTE: UNANIMOUS**

19
20 No one was signed up to speak during the public hearing.

21
22 A motion was made by Commissioner Fowler, seconded by Commissioner Portie-Ascott,
23 to close the public hearing.

24
25 **VOTE: UNANIMOUS**

26
27 **6. Regular Agenda**

28 **a. Consideration of Increased Allocation for Chapel Hill-Carrboro Schools Board of**
29 **Education Members**

30 The Board approved a resolution approving a request for an increased monthly allocation for
31 members of the Chapel Hill-Carrboro City Schools (CHCCS) Board of Education.

32
33 **BACKGROUND:** On September 7, 2023, the Chapel Hill-Carrboro City Schools Board of
34 Education approved a resolution requesting an increase to be considered by the Board of County
35 Commissioners. The Chapel Hill-Carrboro City Schools Board of Education requests an increase
36 in Board members' stipends – from the current stipend of \$334 per month (or \$4,008 per year) to
37 \$1,118 per month for five Board members, the Board Vice Chair receiving \$1,263, and Board
38 Chair receiving \$1,409 per month. This is an increase of \$784 per month or \$9,408 per year for a

1 single Board member, and a combined increase of \$71,088 per year for all Board members
2 together, including the higher rates for the two Board leadership positions.
3

4 It is proposed that this become effective January 1, 2024, after the November 2023 Board of
5 Education election, including the new Board's selection of Chair and Vice Chair for 2024. As it
6 reflects an expense allowance, North Carolina General Statute (NCGS) 115C-38 requires Board
7 of County Commissioners' approval, consistent with the procedures described in NCGS 153A-
8 92, before it can go into effect.
9

10 Under North Carolina General Statute 115C-38, and per the authority set in North Carolina
11 General Statute 153A-92, the Board of County Commissioners (BOCC) sets the compensation of
12 board of education members annually during the budget approval process:
13

14 "The tax-levying authority for a local school administrative unit may, under the procedures of
15 G.S. 153A-92, fix the compensation and expense allowances paid members of the board of
16 education of that local school administrative unit. Funds for the per diem, subsistence, and
17 mileage for all meetings of county and city boards of education shall be provided from the
18 current expense fund budget of the particular county or city. The compensation and expense
19 allowances of members of boards of education shall continue at the same levels as paid on
20 July 1, 1975, until changed by or pursuant to local act or pursuant to this section."
21

22 Based on this, the Manager recommends the Board of Commissioners consider the new monthly
23 stipend rates of \$1,118 per month for CHCCS Board members, \$1,263 for the CHCCS Board
24 Vice Chair and \$1,409 for the CHCCS Board Chair. The annualized cost of this action would be
25 \$71,088. Funding for the remainder of FY 2023-24 could be provided through an increase in the
26 County's current expense funding towards Chapel Hill-Carrboro City Schools by appropriating
27 fund balance.
28

29 Bonnie Hammersley reviewed the background information for the item. She explained that
30 if new money is allocated to CHCCS for this increase, the General Fund Appropriation Policy for
31 Local School Districts requires that Orange County Schools (OCS) also receive a funding
32 increase, resulting in a total allocation between both districts of \$60,822 from the county's fund
33 balance. She noted that the Orange County Schools Board of Education does not currently want
34 to increase their board stipend rates. She said the last time there was an increase was February
35 of 2022 when CHCCS requested a 2.5% wage increase for Board of Education members. She
36 said the school district used its existing funds for this increase, so this did not result in a required
37 funding increase to OCS, whose Board of Education also did not want to increase the board
38 stipend rates at that time.

39 Chair Bedford clarified that the \$60,822 would double the next budget cycle since this
40 calculation is only for half of a fiscal year.

41 Bonnie Hammersley said that is correct.

42 Commissioner Portie-Ascott asked if CHCCS currently has the funds

43 Bonnie Hammersley said the school board would have to provide the answer to that
44 question.

45 Commissioner Fowler asked what the compensation is for school boards in surrounding
46 counties.

47 Bonnie Hammersley said she doesn't have that information.

48 Commissioner McKee said if this request is approved and additional funding is allocated
49 to OCS, the Board does not have any input on how that money is used.

50 Bonnie Hammersley said the Boards of Education determine how any money provided is
51 spent.

1 PUBLIC COMMENTS:

2 Riza Jenkins, CHCCS Board of Education member, spoke about her own personal
3 experience in support of the request to increase compensation for Board of Education members.
4 She said the reality is that the work of the school board takes effort and time, as the
5 commissioners are well aware from their service as well. She said it may seem that she does well
6 for herself now, but that was not the case a few short years ago or thirteen years ago when her
7 family first moved here. She said she declined to run for school board for years due to the time
8 commitment she couldn't manage while also raising three children. She said the child care it would
9 have required was a cost her family couldn't support, and getting to meetings on time and staying
10 late just wasn't possible. She said even now that her children are older, she still has to take time
11 off of work, ask friends or pay for transportation for her children, just to attend meetings. She said
12 sometimes her son walks home after an evening practice, her daughters wait for thirty minutes or
13 more outside of their dance class, and sometimes her kids are just unable to do some of the
14 activities they want because they do not always have someone to take them and pick them up.
15 She said the current stipend offsets some financial barriers, but it isn't enough compensation for
16 the 800-1,000 hours spent per year doing the work of the school board. She said school board
17 members must also take on the cost of ensuring their own personal safety. She said when she
18 first attended an information session on becoming a school board member, the members at the
19 time were two-parent households, high wage earner households, or retired or semi-retired
20 individuals. She said she appreciates the contributions of all school board members past and
21 present, but representation from the communities whose needs they are trying to meet matters.
22 She said as the only solo parent on the board and a woman of color, she knows that
23 representation matters and while she has the privilege of a college and advanced degrees to help
24 her overcome many of her own personal struggles, many of the voices that should be at the table
25 may or do not. She said she wants to see more diversity on the board of education and increasing
26 the stipend isn't the only way, but it will help decrease the barriers for some community members.
27

28 Following public comments, Vice-Chair McKee said he would like to discuss this topic at
29 a joint meeting with the CHCCS Board of Education and then have the request come to the Board
30 as part of the budget. He said he would also rather have any increase apply to both Boards of
31 Education.

32 Chair Bedford said there are two decision points if the Board chooses to act tonight. The
33 first is to determine an amount for the increase and the second is to determine whether or not to
34 use new funds.

35 Commissioner Richards asked if the alternative to new funding is for the Board of
36 Education use money already allocated for the increase, and in that case there would not be a
37 requirement to give funds to OCS. She said she is concerned about the timing because once
38 money is given, the next year this amount is in the continuation budget for CHCCS. She said this
39 creates a false baseline since it's mid-year.

40 Commissioner Fowler said she tried to find school board rates online. She said the time
41 commitment may be less than as a Commissioner, but school board members probably receive
42 even more emails and sometimes meet even later. She said she is willing to increase the stipend,
43 and suggested increasing to \$10,000 a year for board members, \$11,250 for the Vice-Chair and
44 \$12,500 for the Chair. She said she is open to providing new funds, or having the school board
45 find the money in their current fund balance.

46 Commissioner Portie-Ascott said she thinks that representation does matter and
47 acknowledges that it is a lot of work to serve the community and wants people to be fairly
48 compensated. She said she is in support of the school board using their fund balance for the
49 increase now and to revisit this request as part of the budget cycle.

50 Commissioner Hamilton said, having served on the CHCCS school board, she
51 understands the work required and supports a raise. She said she is concerned about the timing

1 of this request. She said it is a significant increase and thinks pay information should be gathered
 2 from comparable districts around the state, and an estimation of the cost in order to establish a
 3 basis for the increase. She said she wants to be clear about why the request has happened when
 4 asked rather than an arbitrary amount. She said she feels this needs to be part of the school
 5 system's budget request and cannot support this at this time.

6 Chair Bedford said she fully supports an increase in compensation for Board of Education
 7 members, but agreed with others that this should be part of the CHCCS budget request and that
 8 additional information is needed to establish the amount of the increase. She suggested the
 9 school board set aside money for reimbursement for transportation, child care, and other costs
 10 relevant to service as needed. She said this could be an interim and even possibly a long-term
 11 option. She said she thinks it would be wise and transparent to wait for the budget season, but
 12 would also give the school board permission now to use their own funds.

13 Vice-Chair McKee said he's uncomfortable not knowing the amounts other school boards
 14 are compensated across the state and not having had a deeper discussion. He reiterated that he
 15 would like to wait for the budget season.

16 Commissioner Richards said utilizing fund balance is already an issue, so she is
 17 uncomfortable with telling CHCCS to take it out of their fund balance. She said there needs to be
 18 a work session at some point around fund balance. She said she believes representation is
 19 important also, and some assessment needs to be done to determine the appropriate level of
 20 compensation. She said she also supports the request being part of the budget process and
 21 getting more information.

22
 23 A motion was made by Vice-Chair McKee, seconded by Commissioner Fowler, to deny
 24 the request to increase the allocation for CHCCS Board of Education members at this time, and
 25 bring it back as part of the budget process with comparables and other assessments.

26 Commissioner Fowler made a friendly amendment to clarify that the comparables should
 27 be local.

28 Commissioner Portie-Ascott asked if the Board of Education can do Chair Bedford's
 29 suggestion without the Board taking any action.

30 Chair Bedford said they can do that at any time, and asked John Roberts to verify.

31 John Roberts said that's correct.

32 Commissioner Richards said Chair Bedford's suggestion could also provide an indication
 33 of the current need.

34 Commissioner Fowler said she is in favor of Chair Bedford's idea but thinks there are other
 35 costs that this type of set-aside may not cover. She said she believes the current stipend should
 36 be at least doubled but agrees that having local numbers for comparison would be helpful to make
 37 the increase the most accurate.

38
 39 **VOTE: UNANIMOUS**

40
 41 **7. Reports**

42 None.

43
 44 **8. Consent Agenda**

- 45
 46
 - Removal of Any Items from Consent Agenda
 - Approval of Remaining Consent Agenda
 - Discussion and Approval of the Items Removed from the Consent Agenda
 48

49
 50 A motion was made by Vice-Chair McKee, seconded by Commissioner Hamilton, to
 51 approve the consent agenda.

1 **VOTE: UNANIMOUS**

2
3 **a. Minutes**

4 The Board approved the minutes of the September 12, 2023 Work Session, as presented.

5 **b. Resolution Authorizing Sale of Property for the Sheriff's Office**

6 The Board approved a resolution authorizing the sale of surplus ammunition for the Person
7 County Sheriff's Office.

8 **c. Fiscal Year 2023-24 Budget Amendment #2**

9 The Board approved budget, grant, and capital project ordinance amendments for Fiscal Year
10 2023-24.

11 **d. Approval of the Proposed Memorandum of Understanding between Orange and**
12 **Durham Counties for the Storage and Implementation of the Mobile Poultry Processing**
13 **Unit**

14 The Board authorized the County Manager to designate Cooperative Extension managerial staff
15 to enter a start date, sign, and monitor the attached Memorandum of Understanding between
16 Durham and Orange counties, and to further execute any amendments or extensions of the
17 Memorandum of Understanding.

18 **e. Change in BOCC Meeting Schedule for 2023**

19 The Board amended its meeting calendar for 2023 to hold a work session on November 10, 2023
20 at the Bonnie B. Davis Environmental and Agricultural Center, 1020 US 70 West in Hillsborough
21 from 2:00 to 5:00 p.m.

22 **f. Boards and Commissions – Appointments**

23 The Board approved appointments to boards and commissions as reviewed and discussed during
24 the October 10, 2023 Work Session.

25
26 **9. County Manager's Report**

27 Bonnie Hammersley reminded the Board that there is no meeting next week and the next
28 meeting is November 2nd.

29
30 **10. County Attorney's Report**

31 John Roberts said the legislature has not adjourned and is currently focused on
32 redistricting. He said there is no real check on what they can do, and a decision will happen soon
33 since there isn't much opposition. He said there is a new provision in the state budget, which is a
34 revamping of the Joint Legislative Commission on Governmental Operations. He said this
35 commission is given extensive authority to investigate local governments and public entities. He
36 said he will gather additional information on this issue and provide an update to the Board.

37 Commissioner Fowler asked if it's true that the legislature doesn't have to comply with
38 FOIA requests now.

39 John Roberts said the Legislative Records Custodian now has the discretion to withhold
40 many documents and records from the public view.

41 Vice-Chair McKee asked how that was legal.

42 John Roberts said the Freedom of Information Act applies to federal agencies, not state
43 governments. He said the legislature and Governor adopt and pass the State Public Records Act.

44
45 **11. *Appointments**

46 None.

47
48 **12. Information Items**

- 49
50
 - October 3, 2023 BOCC Meeting Follow-up Actions List

51

1 **13. Closed Session**

2 None.

3

4 **Adjournment**

5

6 Before adjournment, Chair Bedford reminded Commissioners about the Cooperative
7 Extension Breakfast on Thursday morning. She also reported that she and Commissioner
8 Hamilton are taking a tour of the proposed site for the Orange Grove Rd. waste and recycling
9 center on Friday.

10

11 A motion was made by Commissioner Fowler, seconded by Commissioner Hamilton, to
12 adjourn the meeting at 8:24 p.m.

13

14 **VOTE: UNANIMOUS**

15

16

17

Jamezetta Bedford, Chair

18

19

20 Recorded by Tara May, Deputy Clerk to the Board

21

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

1 DRAFT

2 **MINUTES**
3 **ORANGE COUNTY**
4 **BOARD OF COMMISSIONERS**
5 **BUSINESS MEETING**
6 **November 2, 2023**
7 **7:00 p.m.**

8 The Orange County Board of Commissioners met for a Business Meeting on Thursday,
9 November 2, 2023, at 7:00 p.m. at the Whitted Human Services Center in Hillsborough, NC.

10
11 **COUNTY COMMISSIONERS PRESENT:** Chair Jamezetta Bedford, Vice-Chair Earl McKee
12 (arrived at 7:14 p.m.), and Commissioners Amy Fowler (arrived at 7:04 p.m.), Sally Greene,
13 Jean Hamilton, and Phyllis Portie-Ascott

14 **COUNTY COMMISSIONERS ABSENT:** Commissioner Anna Richards

15 **COUNTY ATTORNEYS PRESENT:** John Roberts

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

19
20 Chair Bedford called the meeting to order at 7:00 p.m. All commissioners were present,
21 except Vice-Chair McKee, Commissioner Richards, and Commissioner Fowler. Chair Bedford
22 said Commissioner Richards will be absent, but Vice-Chair McKee and Commissioner Fowler are
23 in route.

24
25 **1. Additions or Changes to the Agenda**

26 Chair Bedford read the public charge:

27
28 *The Board of Commissioners pledges its respect to all present. The Board asks*
29 *those attending this meeting to conduct themselves in a respectful, courteous*
30 *manner toward each other, county staff and the commissioners. At any time should*
31 *a member of the Board or the public fail to observe this charge, the Chair will take*
32 *steps to restore order and decorum. Should it become impossible to restore order*
33 *and continue the meeting, the Chair will recess the meeting until such time that a*
34 *genuine commitment to this public charge is observed. The BOCC asks that all*
35 *electronic devices such as cell phones, pagers, and computers should please be*
36 *turned off or set to silent/vibrate. Please be kind to everyone.*

37
38 **2. Public Comments (Limited to One Hour)**

39 **a. Matters not on the Printed Agenda**

40 Sarah Wagner said she lives near the proposed solid waste convenience center on
41 Orange Grove Road, and that she and her neighbors have serious concerns about the proposal.
42 She listed some of their concerns: the environment, the traffic, the extra lights, the safety of
43 residents and employees of the center, the nearby school bus stop, the proximity of the center to
44 residents. She expressed appreciation to the Board for listening to their concerns and visiting the
45 community. She said that, as far as they know, the proposal is still on the table, and that she and
46 her neighbors will continue to protest the proposal. She asked the commissioners to not approve
47 the plan.

48
49 **b. Matters on the Printed Agenda**

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

51 *Commissioner Fowler arrived at 7:04 p.m.*

3. Announcements, Petitions and Comments by Board Members

Commissioner Hamilton reminded everyone that there is a municipal election and review the dates and times for voting. She said she attended the October 25th Central Pines Regional Council meeting, and the council received a \$1 million planning grant through the Climate Pollution Reduction Grant Program. She said the council will work with counties and municipalities in the region to get proposals together and apply for up to \$4.6 billion in funding. She said it's great to work with this organization who have the expertise to assist with federal grants and bring that funding to our communities. She said she attended the Alliance Health Board meeting this afternoon. She explained that Alliance Health is the County's LME/MCO, which is a mental health organization that provides mental health services to residents with Medicaid and those without insurance. She said the state wants to reduce the number of LME/MCOs and the plans for that will be coming out soon.

Chair Bedford petitioned staff to consider whether neighborhood information meetings for special use permits, conditional districts, and governmental uses can be sent to renters as well as property owners in the impacted communities. She also petitioned staff to review the criteria for solid waste sites in different planning areas as part of the Comprehensive Land Use Plan. She said she and Commissioner Portie-Ascott went to a kickoff for the Comprehensive Plan last week and said she looks forward to that process. She said she went to Raleigh today to an open house for a behavioral health urgent care and a clubhouse program for folks with mental illness, which was around the corner. She said they did not have a diversion facility there, but it was still interesting to see. She also said there will be an Orange County Veteran's Remembrance Ceremony on Friday, November 10th at 11:00 am at the Veteran's Memorial on Homestead Rd. in Chapel Hill.

Commissioner Portie-Ascott said she attended the Medline Industries ribbon-cutting with Vice-Chair McKee and Commissioner Fowler and they took a tour of the facility. She said she attended a community meeting at Mt. Zion AME Church and shared information with them on how to participate in upcoming engagements sessions on the Comprehensive Land Use Plan. She said she attended a class conducted at the UNC School of Government, and the instructor explained the plan to decrease LME/MCOs in detail. She thanked Laura Jensen for coordinating a tour for her to see AL Stanback and Partnership Academy. She said the tours helped her visualize some of the things that were discussed by the Schools Capital Needs consultants in their presentation to the Board.

Commissioner Greene said she participated in the Walk to School and dance party at Ephesus Elementary on October 5th and was also given a tour. She said she got to see some of the building needs but also got to see all of the great work happening in the classroom. She said November is National Novel Writing Month and the Orange County Library will be hosting a Write-In on Saturday from 9:00 am-6:00 pm. She said there will be a country ham, sausage, and egg breakfast at Schley Grange on November 4th.

Commissioner Fowler said she attended the Cooperative Extension Breakfast on October 19th and there was great programming on 4-H and support for gardening, farming, and nutrition. She said it was amazing to see the technology being used at Medline Industries when she attended the ribbon cutting. On October 25th she said she attended the Inter-Governmental Parks Work Group and reported that there will be an updated Interactive Parks and Trails map including new additions and repaired links. She said she attended the Chamber Women's Networking Friendsgiving at the Fearington. She said there was a presentation on the importance of culture to leading an organization. She said she also looks forward to the Veteran's Breakfast at the Passmore Center on November 10th as well as the breakfast at Schley Grange.

Vice-Chair McKee arrived at 7:14 p.m.

Vice-Chair McKee said there will be a table for Lumos at the Schley Grange breakfast.

4. Proclamations/ Resolutions/ Special Presentations

a. Resolution Endorsing Consensus Principles II for Revised Falls Lake Rules

The Board received a presentation and considered endorsing a resolution of support for the Upper Neuse River Basin Association (UNRBA) Consensus Principles II for the revised Falls Lake Rules (also referred to as the revised Falls Lake Nutrient Management Strategy).

BACKGROUND: Orange County was a founding member of the UNRBA, which was created in the 1990's to coordinate mandatory watershed protection efforts among the jurisdictions of the Falls Lake watershed. Falls Lake (henceforth, "the Lake"), located in Durham, Granville and Wake counties, serves as the primary water supply source for Raleigh and many Wake County municipalities. Most of central, eastern and northeastern Orange County is located within the Upper Neuse River Basin and the Falls Lake watershed (See Attachment 2).

The Falls Lake Rules were adopted in 2011 to address nutrient loading (primarily nitrogen and phosphorus) in the Lake. Accordingly, the UNRBA began to work as a coordinating entity among the jurisdictions to address this effort. Issues related to the science behind these standards became apparent, and a goal identified to re-examine the Rules arose, working from an original set of consensus principles approved in February 2010 as a guide.

Implementation of the Rules, which would occur in two stages, has been estimated to cost the combined watershed jurisdictions over \$1.5 billion in total to address under the original approach. In addition, detailed evaluation of the Rules by water resources consultants determined that the proposed reductions as originally adopted are not technically feasible and that a new method is needed. (Prior estimates of Orange County's likely costs to address the Rules, if the County acted on its own, have ranged as high as \$46 million over a 10-year period.)

As a result, the UNRBA jurisdictions collectively worked to encourage a re-examination of the Rules, with an alternative method of addressing nutrient reductions for the Lake. Rather than trying to implement jurisdictional load reductions on their own – at great cost and with questionable results – the UNRBA and its member local governments have spent the last few years working with consultants and in coordination with the NC Division of Water Resources to find a preferable and "doable" alternative approach to meeting the nutrient reduction goals.

To this end, the UNRBA developed an alternative option for achieving compliance with Stage I existing development nutrient load reductions that were required by the Rules. This alternative approach promoted a commitment to additional actions directed at reducing nutrient loading impacts from existing development, using both existing and new and innovative measures to improve the water conditions in the Lake. Titled the "Interim Alternative Implementation Approach" or IAIA, this program is considered interim because it only applies during the period between the time the alternative approach was initiated and when the Rules are readopted.

The IAIA is based on voluntary participation of UNRBA members in the program and allows participating jurisdictions to achieve compliance with the Stage I requirements. Choosing not to participate in the IAIA would result in a jurisdiction having to comply on its own by developing a Stage I local program consistent with the adopted Rules and the Model Program as written. Phase I compliance without the IAIA would require installation of nutrient-removing measures in direct relation to Orange County's prior nutrient loading. In other words, the County would need to install enough nutrient-reduction ponds or similar Stormwater Control Measures (SCMs) to compensate for the amount of nitrogen and phosphorus added to Falls Lake from Orange County between

1 2006 and 2012. By contrast, participating in the IAIA allows Orange County in the interim period
2 to achieve full Stage I existing development compliance.

3

4 The IAIA program began on July 1, 2021 and after two years of productive, nutrient reducing IAIA
5 projects across member jurisdictions, the UNRBA is now confident that an investment-based, joint
6 compliance approach to the Rules is the path to success. Orange County has already completed
7 several stormwater retrofits, invested in land conservation in the Neuse River Basin, and
8 increased efforts in hydrilla control in just two fiscal years. This new direction has enabled the
9 UNRBA to revise its original consensus principles from 2010 and present the attached document
10 – the *UNRBA Consensus Principles II* (Attachment 3). These Principles are based on scientific
11 conclusions resulting from a 10-year evaluation of Falls Lake and its watershed by the UNRBA,
12 NC Collaboratory, and other organizations. The Principles are described in more detail in a
13 companion document titled *UNRBA Concepts and Principles for Reexamination* (Attachment 4).

14

15 County staff from DEAPR and Planning and Inspections have been involved in the development
16 of this program from the outset and recommend support of this strategy as a more productive,
17 cost-effective, collaborative and technically efficient way to address the nutrient loading issues
18 that will be needed for Falls Lake.

19

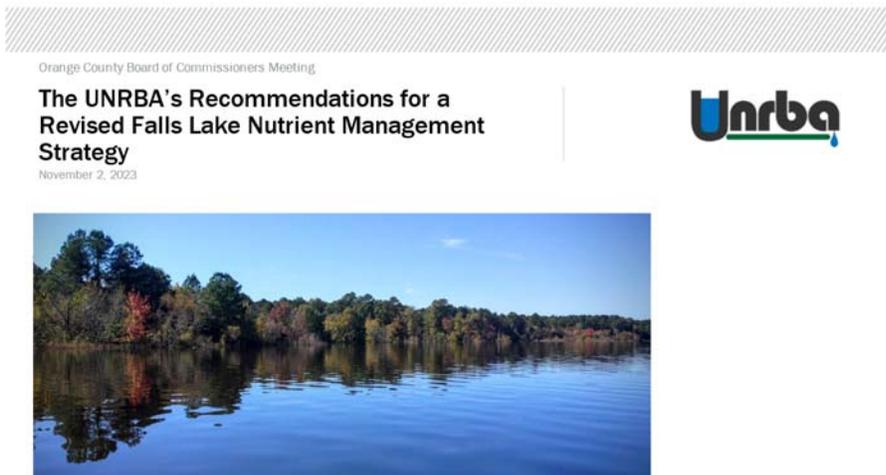
20 Commissioner Sally Greene serves as the Orange County Board of Commissioners' member on
21 the UNRBA Board of Directors, with Commissioner Jamezetta Bedford as Alternate #1 and
22 Orange County Water Resources Coordinator Wesley Poole as Alternate #2. At the November
23 15, 2023 UNRBA Board of Directors meeting, each delegate will be asked to vote to indicate
24 support for the Upper Neuse River Basin Association (UNRBA) Consensus Principles II for the
25 revised Falls Lake Rules.

26

27 Wesley Poole, Water Resources Coordinator, introduced Forrest Westall, UNRBA
28 Executive Director. Forrest Westall made the following presentation:

29

30 Slide #1



31 Forrest Westall thanked the Board and Orange County staff for their collaboration.

32

33

1 Slide #2

Upper Neuse River Basin (UNRBA)



- Members
 - Six counties
 - Seven municipalities
 - One water utility
 - Soil and water conservation districts
- Active External Stakeholders
 - Agriculture
 - Environmental groups
 - Land conservation organizations
 - NC DEQ/DWR
 - NC DOT
 - NC DA&CS

2
3
4

Slide #3

Falls Lake Designated Uses and Benefits

- Provides drinking water for over 500,000 customers
- Minimizes downstream flooding
- Protects water quality downstream
- Provides habitat
- Provides regional recreational facility

5
6
7
8
9

Forrest Westall said in the 1970's it was believed that the lake would be unusable. He said thankfully, that was incorrect, and the lake is now meeting its uses.

Slide #4

Current Falls Lake Regulatory Framework (passed in 2011)

- Regulates several different sectors from where nutrient pollution originates
- Each sector owns part of the problem
- Each sector must find and fund their own reductions in stages
- Everything is quantified in pounds of nitrogen and phosphorus
- Reduction targets are set for two stages
- The second stage of the rules sets unrealistic targets (technically/logistically/financially)
- There is an upcoming opportunity to redefine what will be required in the second stage and re-design the framework.



1 Forrest Westall said it was estimated to cost \$1.5 billion to meet the requirements.
2

3 Slide #5

Stage I is Being Fully Implemented

New development	<ul style="list-style-type: none"> Rules in place since 2012 to limit nutrient loading from developed sites
Agriculture	<ul style="list-style-type: none"> Stage I reductions have been met
Wastewater treatment plants (WWTPs)	<ul style="list-style-type: none"> Exceeded Stage I reduction requirements
Existing development	<ul style="list-style-type: none"> Alternative investment-based compliance approach allows for full implementation

4
5 Forrest Westall said agriculture in the watershed is shrinking, which has caused some
6 reduction in nutrients, but has also resulted in increased development.
7

8 Slide #6

Stage II Rules Require Reexamination for Existing Lands

Agriculture	<ul style="list-style-type: none"> Stage II requires agriculture make further reductions to nutrient loading to Falls Lake Agriculture in this watershed is mostly small family farms Department of Agriculture and researchers at NCSU indicate limited additional opportunities to reduce loading
Existing development	<ul style="list-style-type: none"> Stage II rules for existing development are not feasible and meeting them would not significantly reduce nutrient loading to Falls Lake

9
10
11 Slide #7

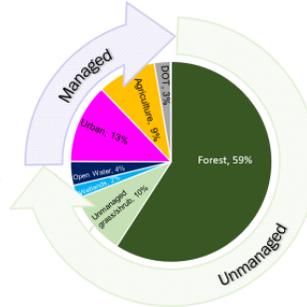
UNRBA Approach to the Re-examination of Stage II

<p>Science-based approach to water resource management</p> <ul style="list-style-type: none"> Followed the requirements in the Rules and obtained DWR approvals Collected four years of monitoring data in the watershed and the lake Developed watershed model to understand sources of loading Developing three lake water quality models to illustrate impacts on water quality 	<p>Collaborative approach to water resource management</p> <ul style="list-style-type: none"> Worked with other researchers and organizations to expand our knowledge base Meeting with internal and external stakeholders to discuss recommendations
---	--

1 Slide #8

Key Findings from the UNRBA Studies

- 75 percent of the watershed is natural, unmanaged land (like forests)
- Nutrient loads to Falls Lake have been reduced significantly since 2006 (baseline year of rules)
- Soils store and cycle nutrients for decades
- Rainfall is key driver of nutrient loads
- The designated uses of Falls Lake are being met (recreation, drinking water supply, aquatic life)
- Water quality and algae levels in the lake are stable



2
3 Forrest Westall said changes are happening, but it will take a long time to see if the
4 changes have an impact.

5
6 Slide #9**Implications for a Revised Nutrient Management Strategy**

- Additional large-scale nutrient load reductions are not achievable
- Long-term nutrient management is most effective approach
- Protecting forests and other natural areas is key to long-term management of Falls Lake
- Collaborative action is needed to protect this resource and maintain uses
- A Watershed Organization is recommended to coordinate activities and partnerships



Land conservation site; photo courtesy of Person County

7
8
9 Slide #10**Stakeholder Input Essential for Developing Recommendations**

- Agriculture representatives
- Environmental Groups
- Local Governments
- State agencies
- [Final draft UNRBA recommendations](#) including a summary of the 10-yr monitoring and modeling effort are available at <https://unrba.org/reexamination>
- A list of [consensus principles](#) considered for endorsement by local governments and utilities this fall will guide development of revised rules for Falls Lake



1 Slide #11

Principles for a Revised Strategy

- Use the best science available
- Set a realistic path
- Include reasonable projects and activities
- Allow for cost effective options
- Promote conservation
- Focus on watershed health

2
3 Slide #12**Consensus Principles II**

1. Falls Lake needs to be protected
2. Revised rules should be passed expeditiously
3. Focus on watershed health
4. Incorporate adaptive management
5. Investment-based, joint compliance
6. Avoid requirements for natural areas
7. Promote land conservation
8. Establish a watershed organization

Consensus Principles II was approved by the UNRBA Board in September 2023.

The next step is approval by local boards and commissions for formal submittal by UNRBA to the Division of Water Resources and Environmental Management Commission.

4
5 Slide #13**Consensus Principles II**

9. Continue implementing new development rules with refinements
10. Include requirements for new or expanded wastewater treatment plants (WWTPs)
11. Optimize treatment performance and evaluate emerging technologies for existing WWTPs
12. Allow investment credits for addressing poorly performing onsite wastewater treatment systems
13. Avoid separate management plans for other impoundments in the watershed
14. Expand list of eligible activities and potential partners
15. Promote opportunities for equitable stakeholder participation
16. Evaluate chlorophylla water quality standard and assessment methodology

6

1 Slide #14

Alignment with Orange County's Guiding Principles

Guiding Principles	Aligned Concepts
Preserve rural land use pattern, natural resources, and community character	Encourages partnering with agriculture and large land owners to help implement projects and activities including conservation of forests and other natural areas
Facilitate sustainable growth and development; promote economic prosperity	Continues implementation of new development rule with refinements when needed; encourages public transportation
Efficient and fiscally responsible provision of public facilities and services; promote air and water quality protection	Focuses on watershed health; uses an investment-based, joint compliance framework; allows local governments to implement projects considering multiple benefits to the community
Encourage energy efficiency and improve transportation system	Includes projects and activities that address climate resiliency, encourages public transportation and green energy sources

14

Guiding principles are based on the [Orange County 2030 Comprehensive Plan](#)2
3 Slide #15**Next Steps for Submittals to the NC Division of Water Resources and the Environmental Management Commission**

- UNRBA Recommendations and Consensus Principles II
 - Local government approvals in October and November 2023
 - Final submittal in December 2023
- UNRBA modeling reports submitted for review by DWR in December 2023
- UNRBA begin coordinating with DWR on the Rules readoption process
- Regulatory Forum in Spring 2024 regarding the Rules readoption process
- Ongoing negotiation/coordination with DWR and stakeholders on rule language
- DWR anticipates rules readoption by 2027

15

4
5 Slide #16**Additional Information**

- Comprehensive website - <https://www.unrba.org/>
- General information website - <https://upperneuse.org/>
- Reference documents
 - [UNRBA Infographic](#)
 - [UNRBA Fast Facts](#)
 - [Overview of the Work of the UNRBA](#)
 - [Comprehensive UNRBA Monitoring Data Report](#)
- NC Collaboratory Falls Lake Study website - <https://nutrients.web.unc.edu/resources/>
- UNRBA Recommendations for a Revised Nutrient Management Strategy: <https://unrba.org/reexamination>

Forrest R. Westall, Sr.
Executive Director
Email: forrest.westall@unrba.org

16

6

1 Vice-Chair McKee thanked Forrest Westall for his comments on agriculture meeting its
 2 obligations. He said the agriculture community was very concerned when the regulations first
 3 came about. He said going forward, we must acknowledge that sometimes the numbers don't
 4 quite make sense. He said the idea in the agriculture community now is that it is working and
 5 there is less concern about unintended consequences.

6 Commissioner Greene thanked Forrest Westall for the presentation. She said it was her
 7 good fortune to see the culmination of this work and appreciated how long it took and the creativity
 8 required. She said the NC Collaborative helped a lot as well. She said the approach is congruent
 9 with Orange County's plans and is nice to see how the interests dovetail.

10 Commissioner Fowler said it was interesting to see that despite not meeting chlorophyll
 11 goals, the lake was still meeting the needs for recreation and water quality in general. She said
 12 she agrees it aligns with UDO and the county's goals in general.

13 Commissioner Greene said she remembers hearing once that Durham County would have
 14 to erase all of downtown Durham in order to meet the regulations as previously mentioned.

15 Forrest Westall said modeling shows even if everyone left the watershed and trees grew
 16 over, it still would not meet the requirements. He said they were really dealing with something that
 17 was impossible to achieve.

18 Chair Bedford said she appreciates the big picture/systems approach. She said this wants
 19 this to be shared with the legislative delegates at the Legislative Breakfast. She said this sounds
 20 like a great start.

21 Commissioner Hamilton thanked Forrest Westall for the report. She said it is timely to hear
 22 this tonight along with the Climate Action Plan and as they are in the Comprehensive Planning
 23 process.

24
 25 A motion was made by Commissioner Greene, seconded by Vice-Chair McKee, to
 26 approve and authorize the Chair to sign the attached Resolution endorsing the UNRBA
 27 Consensus Principles II for Revised Falls Lake Rules and authorize the County's representative
 28 at UNRBA to indicate Orange County's support at the upcoming UNRBA Board of Directors
 29 meeting on November 15, 2023.

30
 31 **VOTE: UNANIMOUS**

32
 33 Vice-Chair McKee said the recreation opportunities available in the watershed should
 34 really be emphasized.

35
 36 **5. Public Hearings**

37 None.

38
 39 **6. Regular Agenda**

40 **a. Orange County Climate Action Plan and Greenhouse Gas Inventory – Final Report**

41 The Board received the final Climate Action Plan (CAP) containing the Greenhouse Gas (GHG)
 42 inventory report from Bluestrike Environmental Consulting and approve the Climate Action Plan.

43
 44 **BACKGROUND:** The next few years are critical in limiting global temperature to a 1.5° C
 45 increase and mitigating the most severe impacts of climate change. To do so, global emissions
 46 need to be halved by 2030, and net zero emissions must be achieved by 2050. Investments now
 47 will reduce long-term operation costs, reduce recovery costs from climate-related disasters, and
 48 promote growth in local jobs and the economy. The climate action plan addresses the specific
 49 strategies that will help the County meet the climate change mitigation goals set by the Board in
 50 recent years including:

- 1 • To proportionally uphold the Paris Climate Agreement to reduce greenhouse gas
2 emissions between 26-28 percent by 2025 from 2005 levels.
- 3 • Transition to a 100% renewable energy-based economy by 2050.
- 4 • Signatory to the Global Covenant of Mayors pledging to reduce greenhouse gas
5 emissions, enhance resilience to climate change, and track progress transparently.

6
7 As part of the County's on-going efforts to accelerate the mitigation of climate change, the County
8 began a climate action planning process in November 2022 utilizing the professional services of
9 Bluestrike Environmental Consulting to synthesize the work the County is already doing, to build
10 upon the collaborative efforts and progress made with regional partners and the Towns, and to
11 develop a suite of strategies, or "roadmap" for the County to follow to achieve its climate goals.

12
13 Key elements of the CAP include an updated GHG inventory. The GHG inventory describes
14 which sectors contribute the most GHG emissions in Orange County and helps gauge progress
15 towards reducing these emissions compared to previous GHG inventories completed in 2005
16 and 2017. The results of the GHG inventory have helped prioritize Climate Action Plan strategies
17 based on which measures will have the most impact on reducing GHG emissions.

18 Other key components of the plan include a robust community/stakeholder engagement process
19 that has helped shape specific climate action strategies. The plan also includes methodology for
20 implementation, evaluation and updating. In addition, Bluestrike has prepared a comprehensive
21 funding plan linked to climate action plan strategies, and designed a climate action plan
22 dashboard that will display progress related to the plan's implementation on the County's website.

23
24 The draft Climate Action Plan was presented to the Board of County Commissioners at the
25 September 5, 2023 Business meeting. Comments were received from Board members and
26 incorporated into the final Climate Action Plan.

27
28 The draft Climate Action Plan was also presented at a community symposium event in early
29 September and a month-long public comment period was established to receive feedback
30 through an on-line forum. Based on community feedback received, adjustments were made to
31 several action items in the draft Climate Action Plan that was presented to the Board on
32 September 5, 2023. Some key updates include:

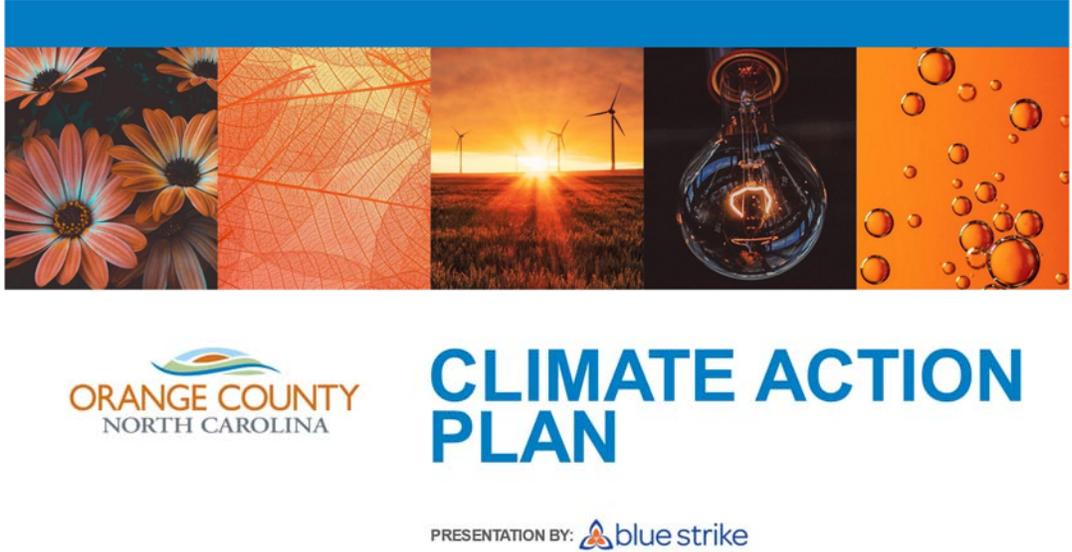
- 33
34 • Added the newly announced American Climate Corps program in the CAP as a way to
35 involve more youth directly with CAP actions;
- 36 • Moved up the study date for curbside composting due to strong community support. This
37 action was seen as a "gateway" action that can drive community interest and
38 understanding in climate action;
- 39 • Included several new actions prioritizing conservation of green spaces, preventing urban
40 sprawl, and promoting sustainable land use;
- 41 • Added action to develop a mechanism for the community to donate to the Community
42 Climate Action Grant Program to expand capacity to fund community climate action
43 projects;
- 44 • Added action to promote safety and purposeful connection of existing and future bike
45 trails and bike lanes that promote sustainable travel and connectivity.

46
47 The Commission for the Environment also reviewed the draft CAP and provided extensive
48 feedback to improve actions, graphs, and made refinements to wording which has been
49 incorporated into the final CAP.

1
2 Amy Eckberg, Sustainability Coordinator reviewed the background information for the item
3 and thanked the various stakeholders who played a part in the development of this plan. She
4 introduced Kristen Cushman, project manager and founder and CEO of Bluestrike Consulting.

5 Kristen Cushman gave the following PowerPoint presentation:
6
7

Slide #1



8
9 Kristen Cushman said there is an existing account with ICLEI and as the report is updated,
10 ICLEI will be updated so you can track progress overtime.
11

12 Slide #2



13
14 Kristen Cushman said they used the 2019 GHG Inventory for a baseline because it was
15 prior to COVID and represented the most static inventory to move forward with.
16
17

1 Slide #3

COMMUNITY OUTREACH AND ENGAGEMENT

- Focus Groups
 - Agricultural Summit
 - Business and Vendor Perspectives
 - Community and Environmental Priorities
 - Student Voices
- One-on-one meetings
- County Staff Perspectives
- Public Comment period - at least 40 comments
- Community Symposium
- Commission for the Environment

2
3
4
5
6
7
Kristen Cushman said they had a month-long public comment period and they received 40 comments. She said the symposium was successful even though it was only 15 people. She said they were able to get a lot of quality feedback and discussion.

Slide #4

STRATEGY

T 3.1

Publicize and promote greenway trails and multi-modal transit lanes as an alternative means of transportation through Parks and Recreation educational programs, special events, promotions, outreach and marketing efforts

TIER: FOUNDATIONAL

PRIORITY SCORE: 3.88

CO-BENEFITS:



ACTION

T 3.1.1

Cross promote rides and educational programs with Parks and Recreation and Health Department to emphasize the health benefits of active transportation (walking, biking, micro-mobility, etc.)

T 3.1.2

Partner with local bike shops and bike clubs to provide programs on bike safety and coordination around community-wide bike ride events

T 3.1.3

Develop greenways and other trails between towns for recreation and commuting- promoting connectivity, safety and a sustainable mode of travel

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11
Kristen Cushman said one of the key things mentioned was a focus on anti-sprawl. She said that they further defined more language around zoning, sprawl, high-density, and creating rural buffers against climate impacts and how those things would be approached. She said there

1 is a solid focus now in the CAP for development. She said they also made connectivity a priority
 2 through trails, walking and biking, and a lot of language was added around that. She said they
 3 looked at the recreation plan and all other planning documents and the language used in this plan
 4 is consistent with other county plans. She said that in response to Commissioner Richards’s
 5 previous request to move educational strategies up, they assigned a ranking score and that is
 6 how the timeline was provided. She said that some of the educational strategies were moved to
 7 2024. She said that the Climate Core Program was used to get more boots on the ground to be
 8 more involved. She said that another suggestion from the symposium was to allow the public to
 9 donate to community climate action grant program. She said these are just some of the changes
 10 since the first draft.

11
 12 Slide #5

STRATEGY

GC 1.1

Prioritize the conservation of green spaces in the County to serve as rural buffers against climate impacts, continuing the goal of conserving a significant portion of total County land area

TIER: FOUNDATIONAL

PRIORITY SCORE: 5.50

CO-BENEFITS:



ACTION

GC 1.1.1

Monitor and report annually on the progress of the “Orange County-Chapel Hill-Carrboro Joint Planning Agreement and Land Use Plan” to the Board of County Commissioners

GC 1.1.2

Develop a long term conservation plan in the Comprehensive Land Use Plan (currently under development) that prioritizes rural buffers and anti-sprawl zoning

GC 1.1.3

Develop rural buffer standards across the County, with carve outs for municipalities and grandfathering in existing structures

GC 1.1.4

Examine current development within the rural buffer; rewrite the regulations to prevent further suburban developments

1 Slide #6



Top 10 things the County should do

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5

Kristen Cushman said that ICLEI was used to model through 2050.

Slide #7



4 Foundational Governance Strategies

TOP 10 THINGS THE COUNTY SHOULD DO

- 1. Expand County funding to include climate expenditures and additional full time sustainability and grant administrator staff
- 2. Integrate sustainability as a framework within the overall County's planning process
- 3. Identify and prioritize actions targeted to vulnerable populations within the County
- 4. Be prepared for climate emergencies

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Kristen Cushman said the first four things the county should do are around governance.

1 Slide #8



6 Foundational Reduction Strategies



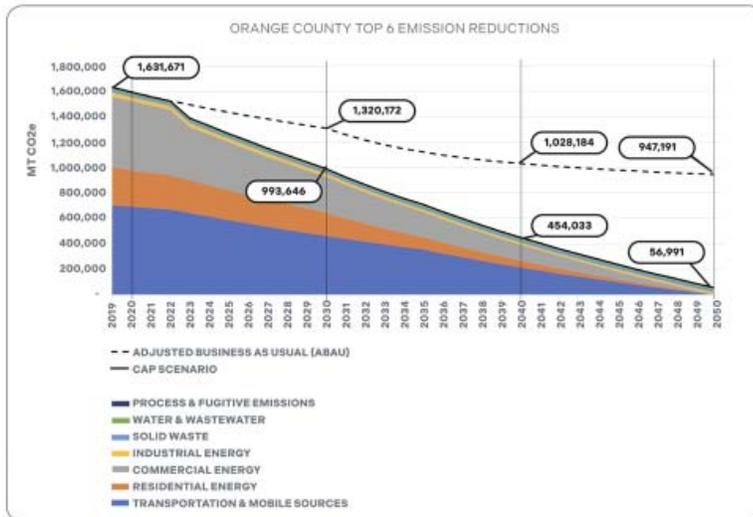
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Kristen Cushman said these are achievable and according to the model, if they stay on track and report annually, these will create visible reductions.

Slide #9



6 Foundational Reduction Strategies



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Kristen Cushman showed the projected reductions through 2050.

1 Slide #10

CLIMATE ACTION TRACKER

Living document

Action Steps	Milestones & Tracking	Emissions Impact	Implementation Year	Timeline [1]	Lead Department	Potential Partners	Cost Estimate
T 1.1.1 Hire a Transportation Demand Management Coordinator	Complete	Low	2028	Mid term	Transportation	Orange County Public Transportation, GoTriangle, Durham-Chapel Hill Metropolitan Planning Organization (DCH-MPO), Chapel Hill Transit, UNC-Chapel Hill and the towns of Chapel Hill, Carrboro and Hillsborough	\$320,000
T 1.1.2 Implement changes to address service gaps in Northern OC by 2030	Complete	Low					
T 1.1.3 Extend service hours by 3% and locations by 3% by 2030	% of Service Extensions	Medium					
T 1.2.1 Develop plan to transition to EV buses	Complete	High	2024	Near term	Transportation	Orange County Transportation	\$500,000
T 1.2.2 Monitor and adjust off-peak schedules to ensure more frequent and reliable services.	% Improvement in off-peak service reliability and frequency	Low					
T 1.3.1 Conduct a comprehensive study on successful micro-transit programs in other regions for reference and insight; (i.e. Shared bike/car/scooter programs)	Complete	Medium	2024	Near term	Transportation	TDM Coordinator, Orange County Transportation, EVs for Orange, "TransLoc" rideshare app features	\$170,000
T 1.3.2 Carry out stakeholder engagement to understand local commuting needs and identify key areas that would benefit from micro-transit.	Complete	Low					
T 1.3.3 Expand Orange County Mobility on demand services in selected areas	Complete	Low					

Climate Action Tracker sample.

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Slide #11

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Kristen Cushman showed the Board the climate action dashboard on the website. She demonstrated how to use the dashboard.

1 Slide #12



FUNDING PLAN

STRATEGY	IMPLEMENTATION YEAR	ESTIMATED COST	LEAD	COST ASSUMPTION	POSSIBLE FUNDING SOURCE(S)	POTENTIAL PARTNERS
BE 2.4 Continue to release rounds of the "Solarize the Triangle" program which would work to install solar on residences, businesses and nonprofits in Orange County	2024	\$3,500	Sustainability	.05 FTE for coordination	Operating and Capital Budgets	Triangle Sustainability Partnership
BE 2.5 Implement an expedited permitting process for all new solar projects across the County	2024	Staff time	Planning	N/A	N/A	Internal
BE 2.6 Convene stakeholders to attend a Focus Group/design charette to discuss capacity, design and implementation of agro voltaics and community solar projects	2024	\$25,000	Sustainability, Cooperative Extension	Costs for planning, executing, summarizing and designing a conceptual plan for a pilot agro voltaic program	Capital Budget	Orange County Ag Summit, NC Clean Technology Center, UNC-CH, Piedmont Electric Cooperative

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Kristen Cushman said the cost assumption column shows how they came up with the costs. She said that way, the implementor can understand how to adjust the costs overtime as things change.

Slide #13



QUESTIONS?

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11

Commissioner Portie-Ascott asked how many cars they predict it will be reduced by in 2028. Kristen Cushman said it was 51,000.

1 Commissioner Fowler clarified that it was a GHG reduction equivalent to the reduction of
2 cars not the actual removal of that many cars.

3 Chair Bedford asked how to think about, and weigh, economic development with climate
4 action. She said they are doing economic development around the western part of the county,
5 and she is trying to figure out how to do this with environment in mind while the need is also there
6 to diversify the tax base.

7 Kristen Cushman said ICLEI recommends using the Google Environmental Insite
8 Explorer, an online software program by Google that uses satellite imagery to track movement of
9 vehicles within a certain jurisdiction. She said you can upload county fleet information to it. She
10 said it would reflect all of the cars coming through the county and it only captures if the vehicle
11 makes a stop. She said she is unsure exactly how the technology works but it is a guideline
12 everywhere but California. She said that economic development, in terms of building, she
13 suggested a level of emissions per square foot for measurement. She said that she can provide
14 that number and if that is agreed upon, that might help when the board is considering new
15 developments.

16
17 **PUBLIC COMMENT:**

18 Regina Baratta asked the Board to support and approve the Orange County Climate
19 Action Plan. She said the plan is comprehensive and inclusive. She said that input was sought
20 from stakeholders and residents. She said it will help offer high impact methods on ways to reduce
21 energy use, waste produced, GHG, and it helps increase resiliency against climate disasters.

22 Kristie Mather said she is also on the Commission for the Environment. She said it is
23 critical to take action on GHG reductions. She said that this is a good plan. She said the climate
24 action tracker is a great way to stay accountable and keep on track. She said setting out the
25 governance strategies is significant. She said the plan also considers those communities most
26 impacted by climate, which is critically important. She encouraged the Board to adopt the CAP as
27 presented and prioritize its implementation.

28
29 Chair Bedford said she thinks sprawl needs to be defined. She said while they might
30 support density in towns, she needs to know how to think about it with impacts on rural buffer,
31 affordable housing, and economic development. She said that this would be a future discussion.

32 Kristen Cushman said it goes back to 2008 and that there was a focus on sustainability in
33 the plan. She said the land use consultant and team can use this as a guidance document.

34 Chair Bedford said while they are not directly responsible for schools, they completely
35 fund the capital needs, and she thinks the county can have more control. She said that they have
36 been using the Article 46 sales tax for updates and she suggested that the schools be included
37 in the future and that they work more closely with them.

38 Commissioner Hamilton said she also wanted to underline the issue of schools. She said
39 that she thinks it is important to understand the impact of development decisions around the
40 capital needs of schools. She said that understanding the energy savings around that and if that
41 can be added to the dashboard, it would be very helpful.

42 Kristen Cushman said that can be done.

43 Commissioner Fowler said she is pleased with how it is aligned with all of the other plans.
44 She said that the strategies seem achievable, it assigns specific people to complete tasks, and
45 this seems very approachable and doable. She said the dashboard will also help with
46 engagement. She said that she supports funding the additional staff to make sure this happens.
47 She said the county already has a lot of things in place that are suggested, such as land
48 conservation and the rural buffer. She said that vehicle miles and affordable housing are related,
49 and it aligns with so many of their existing goals.

50 Commissioner Greene said she agrees with Commissioner Fowler's comments. She said
51 that she appreciated that it points out partners throughout levels of government, private, and non-

1 profits. She said they had been asked if they would create an ordinance that said they will not
2 approve any new development that has a gas hookup. She said that the gas lobby was ahead
3 and that they would not be able to do that. She said there are partners and hurdles.

4 Kristen Cushman said that was mentioned and maybe phase 1 could be implemented
5 without upsetting lobbyists.

6 Vice-Chair McKee asked what the relationship is between Orange County and ICLEI.

7 Kristen Cushman said it is a software tool that can help, but no rules that the county would
8 be bound by. She said it is a national framework used by the government, but some cities and
9 counties do not use the framework, but they are setting the best practices. She said it is a tracking
10 tool but not a rule setting body.

11
12 A motion as made by Commissioner Hamilton, seconded by Commissioner Fowler, to
13 approve the final Climate Action Plan and GHG Inventory report prepared by Bluestrike
14 Environmental Consulting.

15
16 **VOTE: UNANIMOUS**

17
18 Chair Bedford asked if there was a timeline for the committee to be implemented.

19 Amy Eckberg said that it would start at the beginning of the year.

20 Commissioner Portie-Ascott said this is a living document and asked how changes will be
21 documented.

22 Amy Eckberg said updates will go to the dashboard and they also will update the plan
23 every 5 years.

24 Chair Bedford asked if this will be shared with the strategic plan consultants.

25 Amy Eckberg said yes and that she is a part of that committee.

26
27 **7. Reports**

28 **a. Orange County Partnership to End Homelessness – 2023 Data Update**

29 The Board received an overview of the work of the Partnership, including updated system-level
30 data about homelessness in Orange County submitted to the United States Department of
31 Housing and Urban Development (HUD) earlier this year, obstacles, and successes.

32
33 **BACKGROUND:** The Orange County Partnership to End Homelessness (OCPEH) was created
34 in 2008 to coordinate funding and activities to end homelessness in Orange County. OCPEH is
35 jointly funded by Orange County (39.5%) and the Towns of Carrboro (14.3%), Chapel Hill (39.7%),
36 and Hillsborough (6.5%).

37
38 OCPEH Manager Rachel Waltz will present the updated data and discuss how current data relate
39 to identified gaps in the homeless service system, including rapid re-housing and street outreach
40 programs.

41
42 OCPEH Manager Rachel Waltz reviewed the background information for the item and
43 make the following presentation:

44
45

1 Slide #1



2023 Homelessness Report

November 2, 2023

2
3 Slide #2

How many people are experiencing homelessness?



4
5 Slide #3

Orange County Point-in-Time (PIT) count: Not budging



6

1 Slide #4

“Post-COVID” impacts continue to be felt

- No longer funding for expanded non-congregate shelter
- Shelters have been COVID isolating on-site
- COVID-related Emergency Solutions Grant has been expended and SOHRAD and RRH funded through other sources

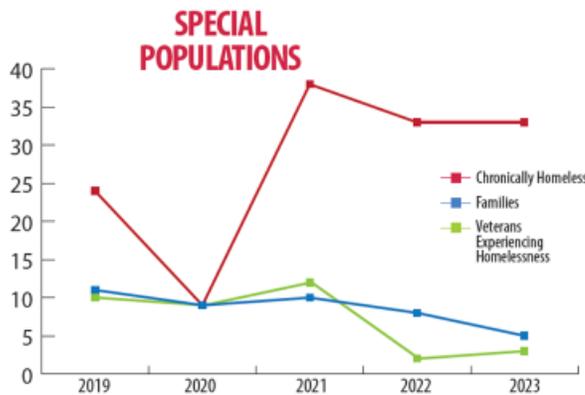


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Slide #5

Subpopulations are seeing different outcomes

- Slight reductions for families
- Significant reductions for Veterans
- Chronic homelessness remains high

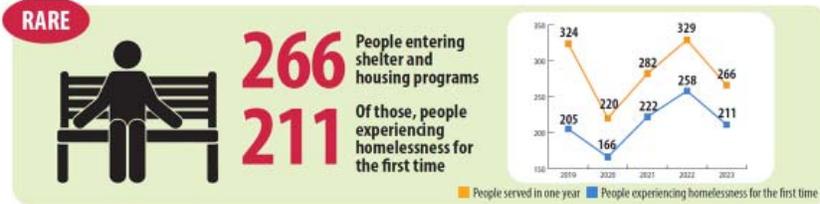


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Rachel Waltz said the remaining veterans experiencing homeless that she is aware of are moving into housing this week.

1 Slide #6

PIT counted 126 people on one night, how many in 12 months?



- % total that experienced homelessness for the first time

2018	2019	2020	2021	2022
72%	63%	75%	79%	79%

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

2
3 Commissioner Greene said the percentage of people experiencing homelessness for the first time seems to correlate with COVID and asked if Rachel Waltz believes there is a relationship.

4 Rachel Waltz said she doesn't have a lot of insight into that relationship. She said that was
5 also before coordinated entry was established in the homeless services system in the county, so
6 it could be there were access issues prior to that implementation.

7 Chair Bedford said a lot of people in the service industry could've been in a position where
8 they couldn't make rent during the pandemic.

9 Commissioner Portie-Ascott asked if there is data on how many of those people were
10 formerly incarcerated.

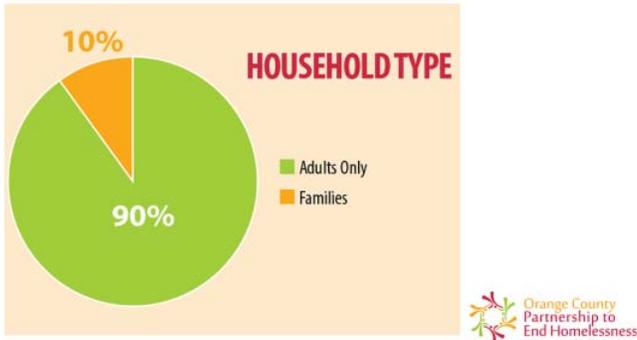
11 Rachel Waltz said she will follow up with the information after discussing it with the
12 Criminal Justice Resources Department.

13
14
15 Slide #7

What do we know about people experiencing homelessness?

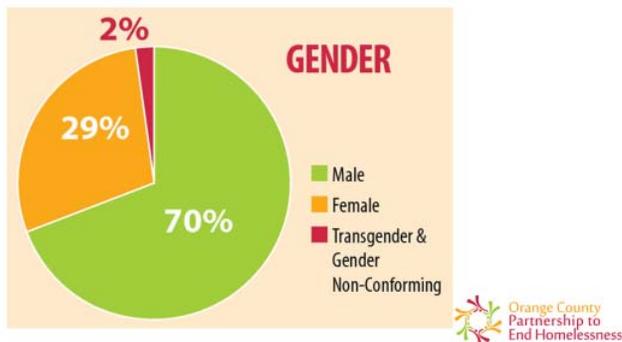
1 Slide #8

Most people experiencing homelessness in Orange County in adults only households



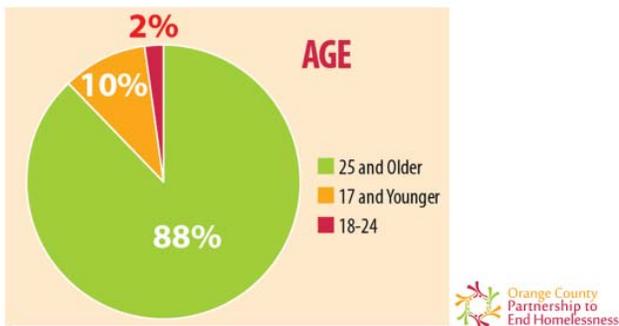
2
3 Slide #9

Most people experiencing homelessness in Orange County identify as male



4
5 Slide #10

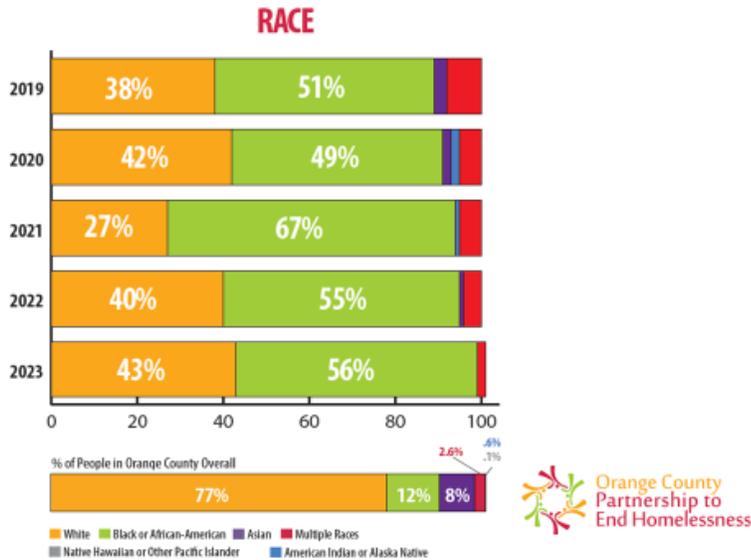
Most people experiencing homelessness in Orange County are 25 and older



6

- 1 Rachel Waltz said HUD is now breaking numbers down by decade rather than the age
- 2 groups described on the slide above, so that data is being gathered now. She said 9% are 65 or
- 3 older and that is a trend across the country.
- 4
- 5 Slide #11

56% of people exp. homelessness are Black/African American – 4.7x general pop



- 6
- 7 Slide #12

6% of people exp. homelessness are Latinx compared with 9% in overall population



1 Commissioner Portie-Ascott asked how the racial and ethnic representation of people
2 experiencing homelessness in Orange County compares to surrounding counties.

3 Rachel Waltz said the disparity in Orange County mirrors what is seen across the country.
4 She said Black and African American people make up a larger percentage of the homeless
5 population in Durham and also make up a larger percentage of the county's population than in
6 Orange County. She said the percentage is slightly lower in the Balance of State, which makes
7 up 79 rural counties across North Carolina. She said she has more insight into the Balance of
8 State and Durham because they use the same database as Orange County.

9 Chair Bedford asked Rachel Waltz to speak to how the Partnership knows that people
10 seeking services here are Orange County residents rather than relocating from another county.

11 Rachel Waltz said 80% of people experiencing homelessness in Orange County reported
12 an Orange County zip code as the location of their last stable housing. She said because there
13 isn't same-day emergency shelter in Orange County, many of those people must go to Durham
14 to seek services.

15 Commissioner Portie-Ascott asked about the shelters in Orange County.

16 Rachel Waltz described Homestart, a shelter for those who identify as women and
17 families, and the IFC Emergency shelter which serves male-identified people.

18 Commissioner Portie-Ascott asked if the shelters need to be expanded.

19 Rachel Waltz said the emergency shelter piece is important to help people service, but
20 the rapid re-housing approach is also important to get people back into permanent housing as
21 quickly as possible.

22
23 Slide #13

How are people exiting
homelessness?



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1 Slide #14

Goal: People are experiencing homelessness for shorter periods of time



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

2
3 Slide #15

Goal: Once permanently housed, people do not experience homelessness again



Exited Oct. 2019-Sept. 2021 to permanent housing

4

1 Slide #16

Successes and the Road Ahead



2
3 Slide #17

Increasing Access

- Adding access sites
- Adding Street Outreach staff
- Coordinating across sectors



4
5 Slide #18

Increasing Collaboration

- Bringing more partners to the table
- Improved processes for feedback from People With Lived Experience
- Cross-CoC pilot to improve Housing First programs



6

1
2 Slide #19

Filling the Gaps

Big wins with:

- Emergency Shelter access
- Permanent Supportive Housing expansion



3
4 Commissioner Greene asked Rachel Waltz to describe how the emergency shelter access
5 happened.

6 Rachel Waltz said the Partnership and Town of Chapel Hill Housing Department staff had
7 conversations with Chapel Hill Town Council members about the Good Neighbor Plan and how
8 many parts of the plan conflicted with the best practices of running an emergency shelter and
9 were stigmatizing. She said there was significant leadership from Council Member Anderson and
10 Council Member Stegman working with staff to review and revise the Good Neighbor Plan to best
11 serve people experiencing homelessness.

12
13 Slide #20

Significant Gaps Remain

- **Housing:** Income-based rental units, Rapid Re-housing, Permanent Supportive Housing, Youth housing, Landlord Incentive Program, Housing Locator, Household goods
- **Services – Temporary Housing:** Medical respite, Bridge housing
- **Services – Connections:** Housing Helpline, Crisis/Diversion facility, Integrated service center
- **Services – Dignity:** 24-hour bathroom access, Memorial service funding



14
15 Rachel Waltz said there are conversations happening now about bridge housing. She also
16 said that the Town of Chapel Hill recently approved funding for 24-hour bathroom access.

17 Commissioner Portie-Ascott asked where the 24-hour bathrooms will be.

18 Rachel Waltz said they will be located at the Wallace Deck, which is a parking deck on
19 Rosemary St. in Chapel Hill. She said when that deck is replaced, there will also be 24-hour
20 facilities there. She said Carrboro Town Commons also has 24-hour bathrooms.

21 Commissioner Portie-Ascott asked if the bathrooms are stocked with feminine hygiene
22 products.

23 Rachel Waltz said she isn't sure but there have been recent collection drives for those.

1 Commissioner Hamilton said she liked the simplicity of the slides. She said she
 2 understands that the data provided is what HUD requires, but she would also like a portrait of
 3 someone experiencing homelessness in Orange County and circumstances leading to their
 4 experience so that the Board can be better informed on areas of need.

5 Rachel Waltz said she can provide some of that information to the Board.

6
 7 Slide #21

Please let me know if I can provide further
 info

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



8
 9 **8. Consent Agenda**

- 10
 11 • Removal of Any Items from Consent Agenda
 12 • Approval of Remaining Consent Agenda
 13 • Discussion and Approval of the Items Removed from the Consent Agenda
 14

15 A motion was made by Commissioner Fowler, seconded by Vice-Chair McKee, to approve
 16 the consent agenda.
 17

18 **VOTE: UNANIMOUS**

19
 20 **a. Minutes**

21 The Board approved the draft minutes for the September 19, 2023, September 21, 2023, and
 22 September 26, 2023 BOCC Meetings as presented.

23 **b. Motor Vehicle Property Tax Releases/Refunds**

24 The Board adopted a resolution to release motor vehicle property tax values for two (2) taxpayers
 25 with a total of two (2) bills that will result in a reduction of revenue.

26 **c. Property Tax Releases/Refunds**

27 The Board adopted a resolution to release property tax values for eleven (11) taxpayers with a
 28 total of eleven (11) bills that will result in a reduction of revenue.

29 **d. Late Applications for Property Tax Exemption/Exclusion**

30 The Board approved six (6) untimely applications for exemption/exclusion from ad valorem
 31 taxation for six (6) bills for the 2023 tax year.

32 **e. Procurement of Four (4) Emergency Services Vehicles**

33 The Board authorized the County Manager to approve the purchase of the four SUVs and sign
 34 any necessary documents to complete the purchase.

35 **f. Amendments to the Employment Agreements – County Manager and County Attorney**

36 The Board approved contract amendments and authorized the Chair to execute the amendments.

1 **g. Adult Care Home and Nursing Home Community Advisory Committee (CAC) – Creation,**
 2 **Policies and Procedures, and Initial Appointments**

3 The Board approved the creation of the Adult Care Home and Nursing Home Community
 4 Advisory Committee, approved the Committee’s Policies and Procedures document, approved
 5 the initial appointments to the Committee and dissolved the Adult Care Home Community
 6 Advisory Committee and Nursing Home Community Advisory Committee, effective immediately.

7 **h. Resolution Supporting Operation Green Light for Veterans**

8 The Board approved the resolution and authorized the Chair to sign the resolution.
 9

10 **9. County Manager’s Report**

11 Bonnie Hammersley said there will be a work session next Thursday at Southern Human
 12 Services Center in Chapel Hill. She reviewed the agenda for the meeting. She also reminded the
 13 Board that the Business Meeting on November 14th will also be at Southern Human Services.
 14

15 **10. County Attorney’s Report**

16 John Roberts said he doesn’t have a report but would like to answer a question from
 17 Commissioner Greene on whether a particular bill was passed. He said the bill was passed and
 18 local governments are now prohibited from regulating connections to home or sales or
 19 connections to appliances based on the type of energy.
 20

21 **11. *Appointments**

22 None.
 23

24 **12. Information Items**

- 25 • October 17, 2023 BOCC Meeting Follow-up Actions List
- 26 • Tax Collector’s Report – Numerical Analysis
- 27 • Tax Collector’s Report – Measure of Enforced Collections
- 28 • Tax Assessor's Report – Releases/Refunds under \$100
- 29 • Memorandum - Orange County Is Partner in \$1.5 Million Energy Efficiency and
- 30 Conservation Block Grant (EECBG) Award from the U.S. Department of Energy
- 31 • Memorandum - Schools Adequate Public Facilities Ordinance Memoranda of
- 32 Understanding
 33

34 **13. Closed Session**

35 None.
 36

37 **Adjournment**

38
 39 A motion was made by Commissioner Fowler, seconded by Commissioner Hamilton, to
 40 adjourn the meeting at 9:22 p.m.
 41

42 **VOTE: UNANIMOUS**
 43
 44

45 **Jamezetta Bedford, Chair**
 46
 47

48 Recorded by Tara May, Deputy Clerk to the Board
 49

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

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 4, 2023

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

SUBJECT: Motor Vehicle Property Tax Releases/Refunds

DEPARTMENT: Tax Administration

ATTACHMENT(S):

Resolution
Releases/Refunds Data Spreadsheet
Reason for Adjustment Summary

INFORMATION CONTACT:

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

PURPOSE: To consider adoption of a resolution to release motor vehicle property tax values for five (5) taxpayers with a total of five (5) bills that will result in a reduction of revenue.

BACKGROUND: North Carolina General Statute (NCGS) 105-381(a)(1) allows a taxpayer to assert a valid defense to the enforcement of the collection of a tax assessed upon his/her property under three sets of circumstances:

- (a) "a tax imposed through clerical error", for example when there is an actual error in mathematical calculation;
- (b) "an illegal tax", such as when the vehicle should have been billed in another county, an incorrect name was used, or an incorrect rate code (the wrong combination of applicable county, municipal, fire district, etc. tax rates) was used;
- (c) "a tax levied for an illegal purpose", which would involve charging a tax which was later deemed to be impermissible under state law.

NCGS 105-381(b), "Action of Governing Body" provides that "Upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the taxing unit shall within 90 days after receipt of such a request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct liability or notify the taxpayer in writing that no release or refund will be made".

For classified motor vehicles, NCGS 105-330.2(b) allows for a full or partial refund when a tax has been paid and a pending appeal for valuation reduction due to excessive mileage, vehicle damage, etc. is decided in the owner's favor.

FINANCIAL IMPACT: Approval of these release/refund requests will result in a net reduction of \$1,130.89 to Orange County, the towns, and school and fire districts. Financial impact year to date for FY 2023-2024 is \$9,088.10.

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

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

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

- Accept the report reflecting the motor vehicle property tax releases/refunds requested in accordance with the NCGS; and
- Approve the attached release/refund resolution.

NORTH CAROLINA

RES-2023-074

ORANGE COUNTY

REFUND/RELEASE RESOLUTION (Approval)

Whereas, North Carolina General Statutes 105-381 and/or 330.2(b) allows for the refund and/or release of taxes when the Board of County Commissioners determines that a taxpayer applying for the release/refund has a valid defense to the tax imposed; and

Whereas, the properties listed in each of the attached "Request for Property Tax Refund/Release" has been taxed and the tax has not been collected: and

Whereas, as to each of the properties listed in the Request for Property Tax Refund/Release, the taxpayer has timely applied in writing for a refund or release of the tax imposed and has presented a valid defense to the tax imposed as indicated on the Request for Property Tax Refund/Release.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY THAT the recommended property tax refund(s) and release(s) are approved.

Upon motion duly made and seconded, the foregoing resolution was passed by the following votes:

Ayes: Commissioners _____

Noes: _____

I, Laura Jensen, Clerk to the Board of Commissioners for the County of Orange, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the Board of Commissioners for said County at a business meeting of said Board held on _____, said record having been made in the Minute Book of the minutes of said Board, and is a true copy of so much of said proceedings of said Board as relates in any way to the passage of the resolution described in said proceedings.

WITNESS my hand and the corporate seal of said County, this _____ day of _____, 2023

Clerk to the Board of Commissioners

**BOCC REPORT - REGISTERED MOTOR VEHICLES
DECEMBER 4, 2023**

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL EXPLANATION
Cooper, Fredric	74445078	2023	24,609	24,609	(201.66)		*Situs error (illegal tax)
Lassiter, Joseph	51000731	2023	11,800	500	(106.25)	Antique plate (property classification)	
Merritt, Thomas	72714813	2022	32,300	500	(294.50)	Antique plate (property classification)	
Sieber, Ronald	75038829	2023	26,900	500	(242.36)	Antique plate (property classification)	
Walker, Leon	75159123	2023	31,000	500	(286.12)	Antique plate (property classification)	
					<u>(1,130.89)</u>	TOTAL	

Adjustment Descriptions

Clerical error G.S. 105-381(a)(1)(a): e.g. when there is an actual error in mathematical calculation.

Illegal tax G.S. 105-381(a)(1)(b): e.g. when the vehicle should have been billed in another county, an incorrect name was used, or an incorrect rate code was used.

Tax levied for an illegal purpose G.S. 105-381(a)(1)(c): e.g. charging a tax that was later deemed to be impermissible under State law.

Appraisal appeal G.S. 105-330.2(b): e.g. reduction in value due to excessive mileage or vehicle damage.

**Situs error: An incorrect rate code was used to calculate bill. Value remains constant but bill amount changes due to the change in specific tax rates applied to that physical Classification GS 105-330-9(b): e.g. Antique automobiles are designated a special class of property under the NC Constitution.*

The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.

Approval of the release or refund of the principal tax amount also constitutes approval of the release or refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.

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

Titles and Brands: Section 1, Chapter 7
NCDMV Title Manual 14th Edition Revised January 2016

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

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

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

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

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

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

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

Antique Vehicle: A motor vehicle manufactured in 1980 and prior

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

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

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

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

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 4, 2023

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

SUBJECT: Property Tax Releases/Refunds

DEPARTMENT: Tax Administration

ATTACHMENT(S):

Resolution
Releases/Refunds Data Spreadsheet

INFORMATION CONTACT:

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

PURPOSE: To consider adoption of a resolution to release property tax values for seven (7) taxpayers with a total of twelve (12) bills that will result in a reduction of revenue.

BACKGROUND: The Tax Administration Office has received twelve (12) taxpayer requests for release or refund of property taxes. North Carolina General Statute 105-381(b), "Action of Governing Body" provides that "upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the Taxing Unit shall within 90 days after receipt of such a request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct liability or notify the taxpayer in writing that no release or refund will be made". North Carolina law allows the Board to approve property tax refunds for the current and four previous fiscal years.

FINANCIAL IMPACT: Approval of this change will result in a net reduction in revenue of \$11,227.88 to the County, municipalities, and special districts. The Tax Assessor recognized that refunds could impact the budget and accounted for these in the annual budget projections.

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve the attached resolution approving these property tax release/refund requests in accordance with North Carolina General Statute 105-381.

NORTH CAROLINA

RES-2023-075

ORANGE COUNTY

REFUND/RELEASE RESOLUTION (Approval)

Whereas, North Carolina General Statutes 105-381 and/or 330.2(b) allows for the refund and/or release of taxes when the Board of County Commissioners determines that a taxpayer applying for the release/refund has a valid defense to the tax imposed; and

Whereas, the properties listed in each of the attached “Request for Property Tax Refund/Release” has been taxed and the tax has not been collected: and

Whereas, as to each of the properties listed in the Request for Property Tax Refund/Release, the taxpayer has timely applied in writing for a refund or release of the tax imposed and has presented a valid defense to the tax imposed as indicated on the Request for Property Tax Refund/Release.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY THAT the recommended property tax refund(s) and release(s) are approved.

Upon motion duly made and seconded, the foregoing resolution was passed by the following votes:

Ayes: Commissioners _____

Noes: _____

I, Laura Jensen, Clerk to the Board of Commissioners for the County of Orange, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the Board of Commissioners for said County at a business meeting of said Board held on _____, said record having been made in the Minute Book of the minutes of said Board, and is a true copy of so much of said proceedings of said Board as relates in any way to the passage of the resolution described in said proceedings.

WITNESS my hand and the corporate seal of said County, this _____ day of _____, 2023

Clerk to the Board of Commissioners

Clerical error G.S. 105-381(a)(1)(a)
 Illegal tax G.S. 105-381(a)(1)(b)
 Appraisal appeal G.S. 105-330.2(b)

**BOCC REPORT - REAL/PERSONAL
 DECEMBER 4, 2023**

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL INFORMATION
Alpaca Peruvian Charcoal Chicken	3204522	2023	700,354	372,502	(5,789.31)	Assessed in error (illegal tax)	Detail list of Leasehold Improvements determined they were double billed with the real property value.
Carolina Closets Plus Inc.	1051166	2023	51,708	51,708	(343.91)	Situs error (illegal tax)	Situs address wasn't changed from rate code 22 to rate code 00.
Handlin, Dale Lee	321064	2023	18,130	0	(1,139.91)	Assessed in error (illegal tax)	Gap Bill: Vehicle was registered in NJ during Gap period.
Ives, Andrew James	3198865	2021	7,780	0	(446.28)	Assessed in error (illegal tax)	Gap Bill: Vehicle was registered in Oregon during Gap period.
McDonald, Martha Cecilia	3199224	2021	16,460	0	(176.77)	Assessed in error (illegal tax)	Gap Bill: Vehicle was stored in Alamance Co during Gap period.
Wade, Larry Etal	320603	2018	189,700	152,700	(448.57)	Assessed in error (illegal tax)	Double-wide mobile home removed from parcel in December 2000 when parent parcel split.
Wade, Larry Etal	320603	2019	189,700	152,700	(448.99)	Assessed in error (illegal tax)	Double-wide mobile home removed from parcel in December 2000 when parent parcel split.
Wade, Larry Etal	320603	2020	189,700	152,700	(438.32)	Assessed in error (illegal tax)	Double-wide mobile home removed from parcel in December 2000 when parent parcel split.
Wade, Larry Etal	320603	2021	183,000	152,700	(331.05)	Assessed in error (illegal tax)	Double-wide mobile home removed from parcel in December 2000 when parent parcel split.
Wade, Larry Etal	320603	2022	183,000	152,700	(334.86)	Assessed in error (illegal tax)	Double-wide mobile home removed from parcel in December 2000 when parent parcel split.
Wade, Larry Etal	320603	2023	183,000	152,700	(340.64)	Assessed in error (illegal tax)	Double-wide mobile home removed from parcel in December 2000 when parent parcel split.
Williamson, Lauren Kelsey	3210646	2023	8,500	0	(989.27)	Assessed in error (illegal tax)	Gap Bill: Vehicle was registered in Ohio during Gap period.
				Total	(11,227.88)		
Gap Bill: A property tax bill that covers the months between the expiration of a vehicle's registration and the renewal of that registration or the issuance of a new registration.							
The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.							
Approval of the release or refund of the principal tax amount also constitutes approval of the release or refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.							

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 4, 2023

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

SUBJECT: Late Applications for Property Tax Exemption/Exclusion

DEPARTMENT: Tax Administration

ATTACHMENT(S):

Exempt Status Resolution
Spreadsheet
Requests for Exemption/Exclusion

INFORMATION CONTACT:

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

PURPOSE: To consider fourteen (14) untimely applications for exemption/exclusion from ad valorem taxation for fourteen (14) bills for the 2023 tax year.

BACKGROUND: North Carolina General Statutes (NCGS) typically require applications for exemption to be filed during the listing period, which is usually during the month of January. Applications for Elderly/Disabled Exclusion, Circuit Breaker Tax Deferment and Disabled Veteran Exclusion should be filed by June 1st of the tax year for which the benefit is requested. NCGS 105-282.1(a1) does allow some discretion. Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by the Department of Revenue, the Board of Equalization and Review, the Board of County Commissioners, or the governing body of a municipality, as appropriate. An untimely application for exemption or exclusion approved under this provision applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed.

Thirteen applicants are applying for homestead exclusion based on NCGS 105-277.1, which allows exclusion of the greater of \$25,000 or 50% of the appraised value of the residence.

One applicant is applying for a charitable exemption based on NCGS 105-278.7 which allows for an exemption from property taxes for property used for educational, scientific, literary, or charitable purposes.

Including these fourteen (14) applications, the Board will have considered a total of forty-two untimely applications for exemption of 2023 taxes since the 2023 Board of Equalization and Review adjourned on June 22, 2023. Taxpayers may submit an untimely application for exemption of 2023 taxes to the Board of Commissioners through December 31, 2023.

FINANCIAL IMPACT: The reduction in the County's tax base associated with approval of the exemption application will result in a reduction of FY 2023/2024 taxes due to the County, municipalities, and special districts in the amount of \$37,316.54.

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve the attached resolution for the above-listed applications for FY 2023/2024 exemption.

NORTH CAROLINA

RES-2023-076

ORANGE COUNTY

EXEMPTION/EXCLUSION RESOLUTION

Whereas, North Carolina General Statutes 105-282.1 empowers the Board of County Commissioners to approve applications for exemption after the close of the listing period, and

Whereas, good cause has been shown as evidenced by the information packet provided, and

Whereas, the Tax Administrator has determined that the applicants could have been approved for 2023 had applications been timely.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COUNTY

COMMISSIONERS OF ORANGE COUNTY THAT the properties applying for exemption for 2023 are so approved as exempt.

Upon motion duly made and seconded, the foregoing resolution was passed by the following votes:

Ayes: Commissioners _____

Noes: _____

I, Laura Jensen, Clerk to the Board of Commissioners for the County of Orange, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the Board of Commissioners for said County at a business meeting of said Board held on _____ said record having been made in the Minute Book of the minutes of said Board, and is a true copy of so much of said proceedings of said Board as relates in any way to the passage of the resolution described in said proceedings.

WITNESS my hand and the corporate seal of said County, this ____ day of _____, 2023.

Clerk to the Board of Commissioners

Late exemption/exclusion application - GS 105-282.1(a1)

**BOCC REPORT - REAL/PERSONAL
LATE EXEMPTION/ EXCLUSION
DECEMBER 4, 2023**

NAME	ACCOUNT NUMBER	BILL YEAR	ORIGINAL VALUE	TAXABLE VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT
Baldwin, Deborah	2507	2023	124,600	63,353	(566.72)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Bane, Terrence	311795	2023	190,500	98,644	(861.70)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Burke, Elizabeth	305540	2023	278,400	139,200	(2,279.68)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Christy, Karen	267201	2023	365,100	182,550	(2,930.48)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Classical American Homes Preservation Trust (Ayr Mount)	3205285	2023	2,011,000	0	(18,907.42)	Late application for exemption General Statute. 105-278.7 (charitable)
Hoenig, Lois	148189	2023	365,900	182,950	(2,996.17)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Jones, Samuel	7710	2023	80,400	40,200	(571.76)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Long, Martha	3205088	2023	169,234	91,634	(718.03)	Late application for exemption General Statute 105-277.1 (homestead exemption)
McCartney, Herbert	241507	2023	62,800	31,400	(290.54)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Simons, Robert	276287	2023	434,600	217,300	(3,558.72)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Thomas, Gail	289353	2023	129,300	70,244	(554.00)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Thompson, Kuma	50008	2023	195,200	97,600	(1,598.40)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Wynn, Jessie	5507	2023	172,500	86,250	(809.11)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Young, Kenneth	126589	2023	404,000	345,862	(673.81)	Late application for exemption General Statute 105-277.1 (homestead exemption)
				Total	(37,316.54)	

*Circuit Breaker does not result in a reduction in value. The exemption received is based on the income of the taxpayer.

The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.
Approval of the release or refund of the principal tax amount also constitutes approval of the release or refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.

Late Application For Exemption Good Cause Information
December 4, 2023

NAME	ACCOUNT NUMBER	BILL YEAR	Exemption Information	Good Cause Reason
Baldwin, Deborah	278340	2023	Homestead Exemption	Didn't know about the program
Bane, Terrence	311795	2023	Homestead Exemption	Didn't know about the program
Burke, Elizabeth	305540	2023	Homestead Exemption	Late filing tax returns
Christy, Karen	267201	2023	Homestead Exemption	Medical issues
Classical American Homes Preservation Trust	3205285	2023	Charitable	Re-applied after property merged
Hoenig, Lois	148189	2023	Homestead Exemption	Fixed income
Jones, Samuel	7710	2023	Homestead Exemption	Didn't know about the program
Long, Martha	320588	2023	Homestead Exemption	Re-applied after property was split
McCartney, Herbert	241507	2023	Homestead Exemption	Didn't know about the program
Simons, Robert	276287	2023	Homestead Exemption	Late filing tax returns
Thomas, Gail	289353	2023	Homestead Exemption	Dealing with family issues
Thompson, Kuma	50008	2023	Homestead Exemption	Didn't know I had to re-apply after ownership changed
Wynn, Jessie	5507	2023	Homestead Exemption	Didn't know I had to re-apply after ownership changed
Young, Kenneth	126589	2023	Homestead Exemption	Didn't know about the program

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 4, 2023

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

SUBJECT: Orange County Waterstone EMS Station Memorandum of Understanding

DEPARTMENT: Asset Management Services
(AMS), Emergency Services,
County Attorney

ATTACHMENT(S):
Orange County Waterstone Draft
Memorandum of Understanding with
Exhibit 1 – Portions of Building

INFORMATION CONTACT:
Angel Barnes, 919.245.2628
Steven Arndt, 919.245.2658
Kirby Saunders, 919.245.6123
Joseph Herrin, 919.245.2316

PURPOSE: To:

- 1) Approve a Memorandum of Understanding (MOU) for the Orange County Emergency Medical Station and Orange Rural Fire Department co-location Waterstone facility located at 350 College Park Road, Hillsborough; and
- 2) Authorize the County Manager to execute the MOU, subject to final review by the County Attorney, and any subsequent amendments on behalf of the Board.

BACKGROUND: Over the past seven 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 showed there was 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 build a new Fire Station and Emergency Medical Services (EMS) Station at 350 College Park Road, Hillsborough. The development agreement was approved by the BOCC and signed by all parties on December 15, 2021. The construction for the new fire station and EMS station was completed, and the building opened in June 2023.

The development agreement terms are changing from a condominium arrangement that was originally approved and will now become a tenancy in common relationship.

FINANCIAL IMPACT: There are no financial impacts associated with this item at this time.

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

- **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 impacts are applicable to this item:

- **ENERGY EFFICIENCY AND WASTE REDUCTION**

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

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

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

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

- 1) Approve a Memorandum of Understanding (MOU) for the Orange County Emergency Medical Station and Orange Rural Fire Department co-location Waterstone facility located at 350 College Park Road, Hillsborough; and
- 2) Authorize the County Manager to execute the MOU, subject to final review by the County Attorney, and any subsequent amendments on behalf of the Board.

MEMORANDUM OF UNDERSTANDING (“MOU”)
between
Orange County
and
Orange Rural Fire Department

I. PURPOSE AND SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the development, administration of the use of that property located at 350 College Park Road, Hillsborough, NC, (sometimes referred to as the “Waterstone property”) to be used by Orange County and Orange Rural Fire Department (or “ORFD”) until a tenancy in common agreement can be developed and established.

In particular, this MOU is intended to:

- 1.) Temporarily define and delineate roles and responsibilities of each party use of the facility located at 350 College Park Road, Hillsborough, NC until a tenancy in common agreement is established.
- 2.) Temporarily outline communication, financial, and other expectations of the parties until a tenancy in common agreement is established.

II. PARTIES

The parties to this Memorandum of Understanding are: Orange County (“the County”) and Orange Rural Fire Department (“ORFD”).

III. BACKGROUND

ORFD owns a tract of approximately 2 acres located within the Waterstone development. ORFD acquired this property in a deed of gift from the Town of Hillsborough on June 29, 2021. The deed is recorded in Book 6738, Page 676, Orange County NC Registry and has an address of 350 College Park Drive, Hillsborough, NC. This is known as “the Waterstone property.”

At the October 19, 2021, Orange County Board of County Commissioners meeting, the Board agreed to approve a Development Agreement between ORFD and Orange County regarding the Waterstone property.

Under the terms of the Development Agreement, including, but not limited to those provisions of Article III, K of the Development Agreement, “upon completion of the construction the building and parking areas shall be converted to condominium ownership.” (Emphasis added.)

The project is complete, and, on consideration, the parties have mutually determined that they would prefer a tenancy in common form of ownership to a condominium.

Further, under the terms of the Development Agreement, ORFD and Orange County would jointly cause the construction of a building on the site. The amounts of contribution from each depended upon the type of activity involved. Design Fees and site preparation were to be shared on a 50/50 basis, while when it comes to actual building construction, ORFD was to pay 58% and Orange County 42%. These percentages are based upon the percentage of square footage each would occupy. (See Article IV of Development Agreement) The total County Expenditures as of _____ are _____ and those of ORFD are _____, for a total expenditure of _____ as of _____.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- 1.) Action Items:
 - a. Amend Development Agreement to contemplate tenancy in common in lieu of condominium;
 - b. Adopt a Tenancy in Common Agreement consistent with this MOU;
 - c. Convey land from ORFD to County and ORFD in 58%/42% shares.
- 2.) County shall have unlimited access to that portion of the building shown on those sections marked on Exhibit 1 denoted as "Orange County EMS."
- 3.) ORFD shall have unlimited access to that portion of the building shown on those sections marked on Exhibit 1 denoted as "ORFD."
- 4.) Both County and ORFD shall have unlimited joint access to that portion known as the "bay area" along with the weight room area and grilling area marked on Exhibit 1.
- 5.) The parties acknowledge that the "bay area" is divided in half by a concrete pour line, which splits the bay area in half. Notwithstanding the provisions of the preceding paragraph each party shall have the right of first refusal to use that half of the bay closest to its respective building access, that half being determined by the pour line.
- 6.) Both County and ORFD shall be responsible for any utilities associated with its respective areas.
- 7.) The cost for utilities for the area designed as the "bay area" shall be billed as metered.
- 8.) Maintenance of the exterior of the building, including any landscaping, remedial work, repairs, warranty work, or any work whatsoever, shall be the responsibility of ORFD who shall have sole control and discretion and in the work to be performed and costs of the same Each party shall be responsible for ½ of the costs associated with the same. Upon submission of an invoice showing the total spent by ORFD for any amounts incurred under this section, County, shall submit to ORFD, a check for reimbursement for the same within 30 days after presentation.
- 9.) Maintenance of the bay area of the building, shall be the responsibility of each party with regard to each party's half of the bay area. To the extent that maintenance is required or appropriate for the entire bay area (for example, resealing the entire floor), ORFD shall perform this maintenance and each party

shall be responsible for ½ of the costs associated with the same. Upon submission of an invoice showing the total spent by ORFD or any amounts incurred for maintenance of the entire bay area under this section, ORFD, shall submit to County, a check for reimbursement for the same within 30 days after presentation.

- 10.) The parties shall be responsible for any work to be performed and any costs associated with the same, in its respective areas in those sections described in Paragraphs 1 and 2.
- 11.) With regard to casualty insurance, and material damage or destruction of the building:
 - a. Both parties are insured owners pursuant to a single policy, and agree to maintain casualty insurance for the replacement cost of the structure and liability insurance for \$1M/\$2M.
 - b. Cost of insurance born by owners based on their respective ownership share, with each party to pay the insurer directly.
 - c. In the event of damage or loss
 - i. the party whose side of the building is damaged is responsible for the uninsured costs (deductible, and any overage); and
 - ii. each party is responsible for restoration
 - d. In the event of a catastrophic or total loss, the parties to mutually agree to either: (i) rebuild, sharing the uninsured costs based on ownership shares, or (ii) distribute the insurance proceed and sell the land based on respective ownership interests.
- 12.) The terms of this MOU shall begin on the date of execution, and expire upon establishment of the tenancy in common agreement relative to this project.
- 13.) Neither ORFD nor County shall be liable to the other for any property damage sustained by the other, personal injury to the other or to its officers, agents and employees, irrespective 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 either ORFD or the County of the consequences of its own negligence to the extent provided by law.
- 14.) Employees of both the County and ORFD acknowledge that they shall not be agents employees of the other entity when responding to an incident pursuant to this Memorandum of Understanding.
- 15.) ORFD and the County shall be responsible for payment of workers' compensation benefits only to their own respective employees.
- 16.) The Parties shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal non-discriminations laws, policies, rules.
- 17.) Modification of this MOU must be in writing and approved by both parties.
- 18.) This MOU and any exhibits and amendments attached hereto and any documents incorporated specifically by reference represent the entire

agreement between the parties and supersede all prior oral and written statements or agreements.

Parties indicate agreement with this MOU by their signatures:

ORANGE COUNTY EMS
DEPARTMENT

ORANGE RURAL FIRE

By: _____

By: _____

Name: _____

Name: _____

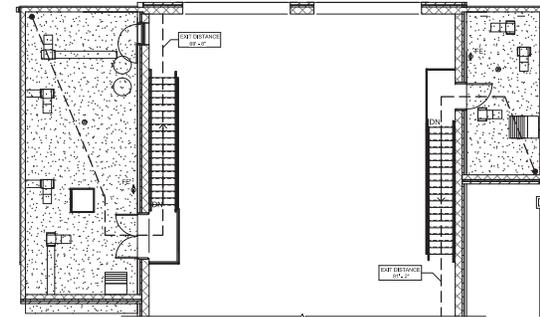
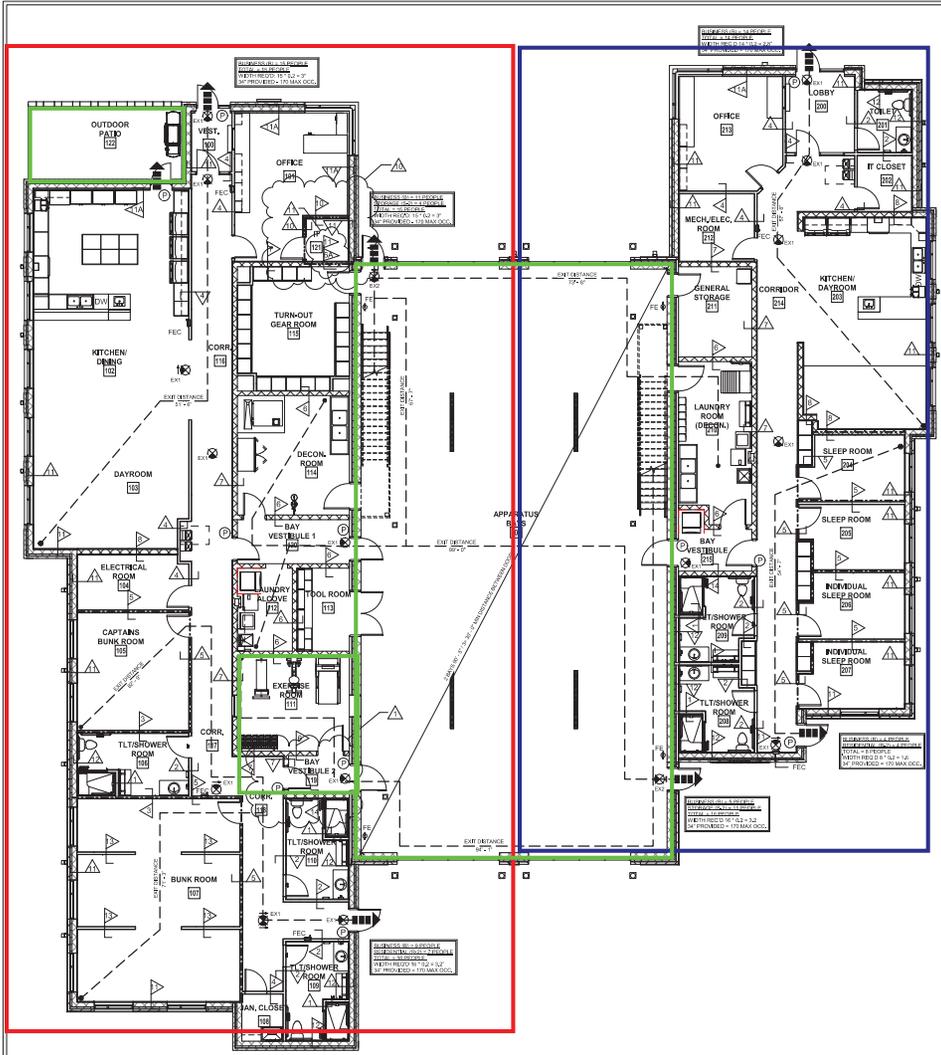
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Title: _____

Date: _____

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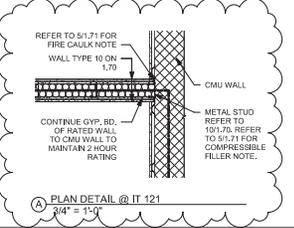
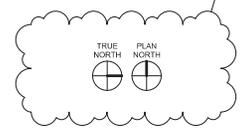
EXHIBIT 1



2. MEZZANINE F.F. LIFE SAFETY
1/8" = 1'-0"

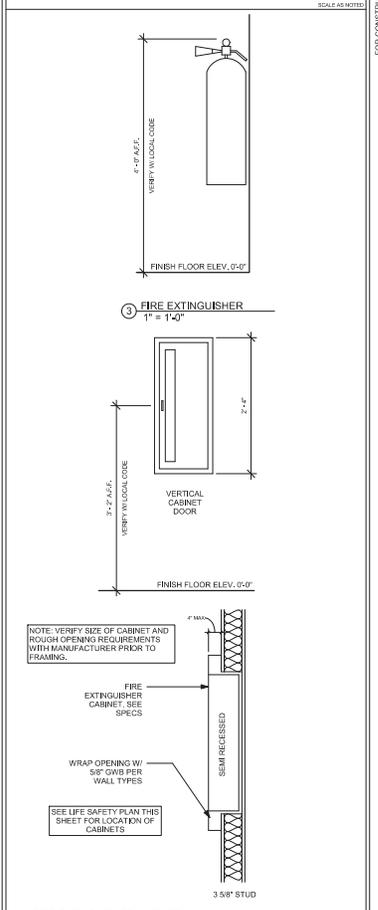
Red Line = Orange Rural Fire Department portion
Blue Line = Orange County EMS Portion
Green = Joint Access Areas

1. Finish Floor - LIFE SAFETY
1/8" = 1'-0"



- LEGEND**
1. FINISH FLOOR AND ALL PIPE, CONDUIT, DUCTWORK AND ANY OTHER PENETRATIONS THROUGH RATED WALLS, PENETRATIONS OF NON-RATED PARTITIONS AND FLOORS SHALL BE FIRESTOPPED WITH NON-COMBUSTIBLE MATERIALS.
 2. PROVIDE NON-COMBUSTIBLE BLOCKING SECURELY ANCHORED IN ALL WALLS BEHIND ALL TOILET ACCESSORIES, CASE CABINETS, WALL CABINETS, VISUAL DISPLAY BOARDS AND ALL OTHER SURFACE MOUNTED ITEMS. PROVIDE NON-COMBUSTIBLE FRAMING SECURELY ANCHORED TO WALL FRAMING TO PROVIDE ANCHORING SURFACE FOR TEWS RECESSED IN WALLS.
 3. COORDINATE ALL WALL FINISHES, BE GYP. BD., PAINTED, BACKER BD., TILE, WITH SHEET 7.10 PRIOR TO INSTALLATION.
 4. NEW PARTITIONS TO TERMINATE AT BOTTOM OF TRUSSES UNLESS NOTED OTHERWISE. WALLS PERPENDICULAR TO TRUSSES ARE TO BE SECURELY ANCHORED TO TRUSSES.
 5. FUR WALLS AROUND FIRE EXTINGUISHER CABINETS AS REQUIRED. SEE THIS SHEET FOR FIRE EXTINGUISHER LOCATIONS AND DETAILS.
 6. VERIFY QUANTITY AND LOCATION OF FIRE EXTINGUISHERS. PROVIDE FIRE EXTINGUISHER WALL MOUNT WHERE FE IS NOTED ON PLANS. PROVIDE FIRE EXTINGUISHER AND CABINET WHERE REC IS NOTED ON PLANS. SEE SPECIFICATIONS FOR REQUIREMENTS FOR ALL FIRE EXTINGUISHERS & CABINETS. COORDINATE ANY CHANGE OF FE OR REC LOCATION WITH ARCHITECT.

DETAILS AND NOTES



4. FIRE EXTINGUISHER CABINET
1" = 1'-0"

- LEGEND**
- EXT DISCHARGE
 - FEC FIRE EXTINGUISHER CABINET (REFER TO ELECT. DRAWINGS)
 - FE FIRE EXTINGUISHER SURFACE MOUNTED
 - WALL TYPE (SEE SHEET 1.0)
 - GARD READER
 - EXT SPC (SEE ELECT. DRAWINGS)
 - SMOKE DETECTOR (REFER TO ELECT. DRAWINGS)
 - FRAM. HARDWARE LOCATIONS
 - WALLS TO UNDERSIDE OF DECK (NON-MARKED)
 - 1 HOUR FIRE RATED WALL (DASH 1/8" DIA.)
 - 2 HOUR FIRE RATED WALL (DASH 1/4" DIA.)

LEGEND

- FIRE EXTINGUISHER CABINET (FEC) - SEM RECESSED (CORRIDOR 117 (1) CORRIDOR 214 (1))

FOR CONSTRUCTION

Project No. 1656

Date: 07/09/2021
Drawn: CCHK/EP
Checked by: JRS
Revisions by: JRS

TO NOT USED
07/09/2021
07/23/2021

770 East Second Avenue
Pompano Beach, FL 33069-0011
Phone: 754.885.5000
Fax: 754.885.5046

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WATERSTONE FIRE & EMS STATION
HILLSBOROUGH, NORTH CAROLINA

LIFE SAFETY PLAN

Sheet No. 1.10

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 4, 2023

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

SUBJECT: End Point Protection – Managed Detection Response CrowdStrike Contract
Renewal

DEPARTMENT: Information Technologies (IT)

ATTACHMENT(S):

Renewal Agreement

INFORMATION CONTACT:

David Mathias, IT Operations
Manager/Security Officer,
919.245.2272

Robert Reynolds, Chief Information
Officer, 919.245.2276

PURPOSE: To approve and authorize the Manager to sign a three-year contract renewal with Carahsoft Technology Corporation (Carahsoft) and CrowdStrike in the amount of \$357,829.88 over three years to continue the current contract for vendor managed endpoint protection for 1,500 devices (computers and servers).

BACKGROUND: CrowdStrike has been in place for Orange County for one year. Staff proposes to renew the service for an additional three years. CrowdStrike is an application that monitors Orange County computers and servers for potential infections or harmful events 24 hours a day / 7 days a week and provides remediation up to and including network quarantine. Through the contract the vendor guarantees a 1-to-2-hour response time, dependent on event severity, per the Service Level Agreement. This provides protection for the County's network even when Orange County staff are off-duty. Real world response times are considerably less and available upon request. The renewal is available through a competitive bidding group purchasing program, OMNIA Partners, Contract Number R191902 awarded to Carahsoft Technology Corporation, a reseller of the CrowdStrike product.

FINANCIAL IMPACT: The CrowdStrike purchase cost is \$357,829.88 over three years. First year funding was included in the approved FY 2023-24 budget.

SOCIAL JUSTICE IMPACT: There are no Orange County Social Justice Goals specifically applicable to this item. However, this software is essential to the smooth running of government and, like many infrastructure items, is a foundational element to ensure all Board goals and priorities can be achieved.

ENVIRONMENTAL IMPACT: There are no Orange County Environmental Responsibility Goal impacts associated with this item. The CrowdStrike system creates a more efficient workplace.

RECOMMENDATION(S): The Manager recommends that the Board approve the three-year contract renewal with Carahsoft Technology Corporation (Carahsoft) and CrowdStrike in the amount of \$357,829.88 over three years, and authorize the Manager to execute all necessary contracts as well as any future amendments.

[Departmental Use Only]
 TITLE
 FY

NORTH CAROLINA

SERVICES AGREEMENT NO RFP/RFQ

ORANGE COUNTY

This Services Agreement (hereinafter "Agreement"), made and entered into this 11th day of December, 2023, ("Effective Date") by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and Carahsoft Technology Corp, (hereinafter, the "Provider").

WITNESSETH:

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

1. Services

a. Scope of Work.

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

2. Responsibilities of the Provider

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

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

3. Basic Services

- a. Basic Services. The Services to be rendered pursuant to this Agreement are as follows (fully describe services to be provided): The resale of CrowdStrike Falcon Complete, Falcon X, and Falcon Device Control services to Orange County for the licenses and services as described in the Quote (Attachment A), pursuant to the additional terms and conditions for OMNIA Partners contract #R191902 and those agreed upon between the County and CrowdStrike (Exhibit 1)

4. Duration of Services

- a. Term. The term of this Agreement shall be from 1/30/2024 to 1/29/2027.
- b. Scheduling of Services.
 - i) The Provider shall schedule and perform its activities in a timely manner.
 - ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate its efforts, including providing additional resources and working overtime, as necessary, to perform its services in accordance with the approved project schedule at no additional cost to the County.
 - iii) The Commencement Date for the Provider's Basic Services shall be 1/30/2024.

5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services satisfactorily (as determined by the County) performed pursuant to this Agreement. The maximum amount payable for Basic Services shall not exceed THREE HUNDRED FIFTY SEVEN THOUSAND AND EIGHT HUNDRED AND TWENTY NINE AND 88/100 Dollars (\$357,829.88). Payment for satisfactorily performed Basic Services shall become due and payable within thirty (30) days of Provider properly invoicing County. Payment shall be subject to provisions of Section 5(b).
- b. Disputes. In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Should Provider fail to perform its duties under the terms of this Agreement, County may, without fault or penalty, withhold any payment associated with the work to be performed until such time as said work is completed.
- c. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Responsibilities of the County

- a. Cooperation and Coordination. The County has designated (David Mathias) to act as the County's representative with respect to the Project who shall have the authority to render decisions within guidelines established by the County Manager or the County Board of

Commissioners and who shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

7. Insurance

- a. General Requirements. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php). If County's Risk Manager determines additional insurance coverage is required such additional insurance shall consist of Attachment B (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

8. Indemnity

- a. Indemnity. To the extent authorized by North Carolina law the Provider agrees, without limitation, to defend, indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from property damage or bodily injury including death to any person or persons caused in whole or in part by the negligence or misconduct of the Provider except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

9. Amendments to the Agreement

- a. Changes in Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

10. Termination

- a. Termination for Convenience of the County. This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days' prior written notice to the Provider.
- b. Other Termination. The Provider may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Provider shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause. Either party may terminate this Agreement upon notice to the other party that obligations pursuant to this Agreement are made impractical due to declarations of emergency by Orange County or

by North Carolina due to events directly impacting Orange County. Both parties shall remain responsible for all payment and performance due up to the receipt of such notice, but shall have no further obligation or responsibility beyond that date provided the terminating party has taken all reasonable steps to complete the performance of its obligations.

c. Compensation After Termination.

i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Provider. Upon request of the County, the Provider shall submit to County all relevant documentation, including but not limited to, job cost records, to support its claims for final compensation.

ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.

d. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

e. Suspension. County may suspend the Basic Services and this Agreement at any time for County's convenience and without penalty to County upon three (3) days' notice to Provider. Upon any suspension by County, Provider shall discontinue work on the Basic Services and shall not resume the Basic Services until notified to proceed by County.

11. Additional Provisions

a. Limitation and Assignment. The County and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.

b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina. By executing this Agreement Provider affirms that Provider and any subcontractors of Provider are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.

- c. Non-Discrimination. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination.
- d. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.
- e. Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- f. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- g. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the property of the County and may be used on any other project without additional compensation to the Provider. The use of the documents, items or things by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.
- h. Non-Appropriation. Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

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

In the event of a change in the County's statutory authority, mandate or mandated functions, by state or federal legislative or regulatory action, which adversely affects

County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Provider of such limitation or change in County's legal authority.

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

Orange County
 Attention:David Mathias
 P.O. Box 8181
 Hillsborough, NC 27278

Provider's Name
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100 Reston VA 20190

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

ORANGE COUNTY:

PROVIDER:

By: _____
Bonnie Hammersley, County Manager

By: _____
Kristina Smith, Contracts Director
Printed Name and Title

CROWDSTRIKE PRICE QUOTATION



CROWDSTRIKE SOLUTIONS AT CARAHSOFT

carahsoft.

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468
 WWW.CARAHSOFT.COM/CROWDSTRIKE | CROWDSTRIKE@CARAHSOFT.COM

TO: David Mathias
 Operations Manager/Security Officer
 Orange County Government
 131 W. Margaret Lane
 Hillsborough, NC 27278 USA

FROM: Cameron Williams
 CrowdStrike Solutions Group
 at Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: dmathias@orangecountync.gov

EMAIL: Cameron.Williams@carahsoft.com

PHONE: (919) 245-2272

PHONE: (571) 591-6278

FAX:

TERMS: OMNIA EDU contract: R191902
 Term: April 30, 2025
 FTIN:52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 41103828
 QUOTE DATE: 10/04/2023
 QUOTE EXPIRES: 01/29/2024
 RFQ NO:
 SHIPPING: GROUND
 TOTAL PRICE: \$332,865.00
 NC Fee \$24,964.88
 TOTAL QUOTE: \$357,829.88

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
RENEWAL GROUP 1 FOR CONTRACT 00240845						
1	CS.FCSD.SOLN.T5-12M	Falcon Complete with Threat Graph Standard 12 Month Term CrowdStrike, Inc. - CS.FCSD.SOLN.T5-12M Start Date: 01/30/2024 End Date: 01/29/2025	LIST: \$163.39 CONTR: \$155.22	\$66.68 SLG	1500	\$100,020.00
2	CS.INTEL.SOLN.T9-12M	CrowdStrike Falcon Intelligence 12 Month Term CrowdStrike, Inc. - CS.INTEL.SOLN.T9-12M Start Date: 01/30/2024 End Date: 01/29/2025	LIST: \$10.33 CONTR: \$9.81	\$4.44 SLG	1500	\$6,660.00
3	CS.INSIGHTB.SOLN-T9.12M	Insight 12 Month Term CrowdStrike, Inc. - CS.INSIGHTB.SOLN-T9.12M Start Date: 01/30/2024 End Date: 01/29/2025	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
4	CS.PREVENTB-SOLN.T9.12M	Prevent 12 Month Term CrowdStrike, Inc. - CS.PREVENTB-SOLN.T9.12M Start Date: 01/30/2024 End Date: 01/29/2025	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
5	CS.DISCB.SOLN.T9-12M	Discover 12 Month Term CrowdStrike, Inc. - CS.DISCB.SOLN.T9-12M Start Date: 01/30/2024 End Date: 01/29/2025	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00



CROWDSTRIKE PRICE QUOTATION



CROWDSTRIKE SOLUTIONS AT CARAHSOFT

CARAHSOFT TECHNOLOGY CORP
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468
 WWW.CARAHSOFT.COM/CROWDSTRIKE | CROWDSTRIKE@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
6	CS.FALCOMPS.SVC-12M	Falcon Complete Subscription 12 Month Term CrowdStrike, Inc. - CS.FALCOMPS.SVC-12M Start Date: 01/30/2024 End Date: 01/29/2025	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
7	CS.OWB.SVC.T9-12M	Overwatch 12 Month Term CrowdStrike, Inc. - CS.OWB.SVC.T9-12M Start Date: 01/30/2024 End Date: 01/29/2025	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
8	CS.TGB.STD.12M	Threat Graph Standard 12 Month Term CrowdStrike, Inc. - CS.TGB.STD.12M Start Date: 01/30/2024 End Date: 01/29/2025	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
9	CS.DEVICE.SOLN.T9-12M	Falcon Device Control 12 Month Term CrowdStrike, Inc. - CS.DEVICE.SOLN.T9-12M Start Date: 01/30/2024 End Date: 01/29/2025	LIST: \$5.29 CONTR: \$5.03	\$2.85 SLG	1500	\$4,275.00
10	RR.PSO.ENT.PASS-12M	University LMS Subscription Customer Access Pass 12 Month Term CrowdStrike, Inc. - RR.PSO.ENT.PASS-12M Start Date: 01/30/2024 End Date: 01/29/2025	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	6	\$0.00
RENEWAL GROUP 1 FOR CONTRACT 00240845 SUBTOTAL:						\$110,955.00
RENEWAL GROUP 1						
11	CS.FCSD.SOLN.T5-12M	Falcon Complete with Threat Graph Standard 12 Month Term CrowdStrike, Inc. - CS.FCSD.SOLN.T5-12M Start Date: 01/30/2025 End Date: 01/29/2026	LIST: \$163.39 CONTR: \$155.22	\$66.68 SLG	1500	\$100,020.00
12	CS.INTEL.SOLN.T9-12M	CrowdStrike Falcon Intelligence 12 Month Term CrowdStrike, Inc. - CS.INTEL.SOLN.T9-12M Start Date: 01/30/2025 End Date: 01/29/2026	LIST: \$10.33 CONTR: \$9.81	\$4.44 SLG	1500	\$6,660.00
13	CS.INSIGHTB.SOLN-T9.12M	Insight 12 Month Term CrowdStrike, Inc. - CS.INSIGHTB.SOLN-T9.12M Start Date: 01/30/2025 End Date: 01/29/2026	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
14	CS.PREVENTB-SOLN.T9.12M	Prevent 12 Month Term CrowdStrike, Inc. - CS.PREVENTB-SOLN.T9.12M Start Date: 01/30/2025 End Date: 01/29/2026	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00



CROWDSTRIKE PRICE QUOTATION

CROWDSTRIKE SOLUTIONS AT CARAHSOFT

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LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
15	CS.DISC.B.SOLN.T9-12M	Discover 12 Month Term CrowdStrike, Inc. - CS.DISC.B.SOLN.T9-12M Start Date: 01/30/2025 End Date: 01/29/2026	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
16	CS.FALCOMPS.SVC-12M	Falcon Complete Subscription 12 Month Term CrowdStrike, Inc. - CS.FALCOMPS.SVC-12M Start Date: 01/30/2025 End Date: 01/29/2026	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
17	CS.OWB.SVC.T9-12M	Overwatch 12 Month Term CrowdStrike, Inc. - CS.OWB.SVC.T9-12M Start Date: 01/30/2025 End Date: 01/29/2026	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
18	CS.TGB.STD.12M	Threat Graph Standard 12 Month Term CrowdStrike, Inc. - CS.TGB.STD.12M Start Date: 01/30/2025 End Date: 01/29/2026	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
19	CS.DEVICE.SOLN.T9-12M	Falcon Device Control 12 Month Term CrowdStrike, Inc. - CS.DEVICE.SOLN.T9-12M Start Date: 01/30/2025 End Date: 01/29/2026	LIST: \$5.29 CONTR: \$5.03	\$2.85 SLG	1500	\$4,275.00
20	RR.PSO.ENT.PASS-12M	University LMS Subscription Customer Access Pass 12 Month Term CrowdStrike, Inc. - RR.PSO.ENT.PASS-12M Start Date: 01/30/2025 End Date: 01/29/2026	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	6	\$0.00
21	CS.FCSD.SOLN.T5-12M	Falcon Complete with Threat Graph Standard 12 Month Term CrowdStrike, Inc. - CS.FCSD.SOLN.T5-12M Start Date: 01/30/2026 End Date: 01/29/2027	LIST: \$163.39 CONTR: \$155.22	\$66.68 SLG	1500	\$100,020.00
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23	CS.INSIGHTB.SOLN-T9.12M	Insight 12 Month Term CrowdStrike, Inc. - CS.INSIGHTB.SOLN-T9.12M Start Date: 01/30/2026 End Date: 01/29/2027	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00



CROWDSTRIKE PRICE QUOTATION

CROWDSTRIKE SOLUTIONS AT CARAHSOFT

CARAHSOFT TECHNOLOGY CORP
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468
 WWW.CARAHSOFT.COM/CROWDSTRIKE | CROWDSTRIKE@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
24	CS.PREVENTB-SOLN.T9.12M	Prevent 12 Month Term CrowdStrike, Inc. - CS.PREVENTB-SOLN.T9.12M Start Date: 01/30/2026 End Date: 01/29/2027	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
25	CS.DISCB.SOLN.T9-12M	Discover 12 Month Term CrowdStrike, Inc. - CS.DISCB.SOLN.T9-12M Start Date: 01/30/2026 End Date: 01/29/2027	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
26	CS.FALCOMPS.SVC-12M	Falcon Complete Subscription 12 Month Term CrowdStrike, Inc. - CS.FALCOMPS.SVC-12M Start Date: 01/30/2026 End Date: 01/29/2027	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
27	CS.OWB.SVC.T9-12M	Overwatch 12 Month Term CrowdStrike, Inc. - CS.OWB.SVC.T9-12M Start Date: 01/30/2026 End Date: 01/29/2027	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
28	CS.TGB.STD.12M	Threat Graph Standard 12 Month Term CrowdStrike, Inc. - CS.TGB.STD.12M Start Date: 01/30/2026 End Date: 01/29/2027	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1500	\$0.00
29	CS.DEVICE.SOLN.T9-12M	Falcon Device Control 12 Month Term CrowdStrike, Inc. - CS.DEVICE.SOLN.T9-12M Start Date: 01/30/2026 End Date: 01/29/2027	LIST: \$5.29 CONTR: \$5.03	\$2.85 SLG	1500	\$4,275.00
30	RR.PSO.ENT.PASS-12M	University LMS Subscription Customer Access Pass 12 Month Term CrowdStrike, Inc. - RR.PSO.ENT.PASS-12M Start Date: 01/30/2026 End Date: 01/29/2027	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	6	\$0.00
RENEWAL GROUP 1 SUBTOTAL:						\$221,910.00
GROUP4						
31	CS.FALCOMPONBC-SOLN.36M	Falcon Complete: Complimentary CID 36 Month Term CrowdStrike, Inc. - CS.FALCOMPONBC-SOLN.36M Start Date: 01/30/2024 End Date: 01/29/2027	LIST: \$0.00 CONTR: \$0.00	\$0.00 SLG	1	\$0.00
GROUP4 SUBTOTAL:						\$0.00
SUBTOTAL:						\$332,865.00



CROWDSTRIKE PRICE QUOTATION



CROWDSTRIKE SOLUTIONS AT CARAHSOFT

CARAHSOFT TECHNOLOGY CORP
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468
 WWW.CARAHSOFT.COM/CROWDSTRIKE | CROWDSTRIKE@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
				TOTAL PRICE:		\$332,865.00
				NC Fee:		\$24,964.88
				TOTAL QUOTE:		\$357,829.88

Invoiced on January-30-2024: \$119, 276.63
 Invoiced on January-30-2025: \$119, 276.62
 Invoiced on January-30-2026: \$119, 276.62

CROWDSTRIKE TERMS AND CONDITIONS

These CrowdStrike Terms and Conditions by and between CrowdStrike, Inc., a Delaware corporation, and any Affiliates performing hereunder (collectively, “**CrowdStrike**”) with a principal place of business at 150 Mathilda Place, Suite 300, Sunnyvale, California 94086 and Orange County, North Carolina, a political subdivision of the State of North Carolina (“**Customer**”), with a place of business at 300 West Tryon Street, P.O. Box 8181, Hillsborough, North Carolina 27278 are entered into as of the date signed by the last party (the “**Effective Date**”).

These CrowdStrike Terms and Conditions are a master agreement that cover all CrowdStrike products and services but provisions regarding specific products or services apply only to the extent Customer has purchased, accessed or used such products or services.

1. Definitions.

“**Affiliate**” means any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

“**Agreement**” means these CrowdStrike Terms and Conditions together with each Order.

“**API**” means an application program (or programming) interface.

“**CrowdStrike Competitor**” means a person or entity in the business of developing, distributing, or commercializing Internet security products or services substantially similar to or competitive with CrowdStrike’s products or services.

“**CrowdStrike Data**” shall mean the data generated by the CrowdStrike Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, CrowdStrike Data does not include Customer Data.

“**CrowdStrike Tool**” means any CrowdStrike proprietary software-as-a-service, software, hardware, or other tool that CrowdStrike uses in performing Professional Services, which may be specified in the applicable SOW. CrowdStrike Tools may include CrowdStrike’s products.

“**Customer**” means as the context requires, in addition to the entity identified above, any Customer Affiliate that places an Order under these CrowdStrike Terms and Conditions, uses or accesses any Offering hereunder, or benefits from the Customer’s use of an Offering.

“**Customer Contractor**” means any individual or entity (other than a CrowdStrike Competitor) that: (i) has access or use of a Product under this Agreement solely on behalf of and for Customer’s Internal Use, (ii) has an agreement to provide Customer (or its Affiliates) services, and (iii) is subject to confidentiality obligations covering CrowdStrike’s Confidential Information.

“**Customer Contractor Services**” means products, services or content developed or provided by Customer Contractors, including, but not limited to, third party applications complimentary to the Offerings, implementation services, managed services, training, technical support, or other consulting services related to, or in conjunction with, the Offerings.

“**Disputed Amounts**” means amounts disputed by Customer in a notice and in good faith as billing errors.

“**Documentation**” means CrowdStrike’s end-user technical documentation included in the applicable Offering.

“**Endpoint**” means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

“**Error**” means a reproducible failure of a Product to perform in substantial conformity with its applicable Documentation.

“Internal Use” means access or use solely for Customer’s and subject to the Section entitled Affiliates, Orders and Payment; Affiliates and the Section entitled Access and Use Rights, its Affiliates’, own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the benefit of any person or entity other than Customer or its Affiliates, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by Customer’s and its Affiliates’ employees and Customer Contractors (except as set forth in the Section entitled Customer Contractors), in either event, solely on Customer’s behalf and for Customer’s benefit.

“Offerings” means, collectively, any Products, Product-Related Services, or Professional Services.

“Order” means any purchase order or other ordering document (including any SOW) accepted by CrowdStrike or a reseller that identifies the following ordered by Customer: Offering, Offering quantity based on CrowdStrike’s applicable license metrics (e.g., number of Endpoints, size of company (based on number of employees), number of file uploads, or number of queries), price and Subscription/Order Term.

“Product” means any of CrowdStrike’s cloud-based software or other products ordered by Customer as set forth in the relevant Order, the available accompanying API’s, the CrowdStrike Data, any Documentation and any Updates thereto that may be made available to Customer from time to time by CrowdStrike.

“Product-Related Services” means, collectively, (i) Falcon OverWatch, (ii) Falcon Complete Team, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products. Product-Related Services do not include Professional Services.

“Professional Services” means any professional services performed by CrowdStrike for Customer pursuant to an SOW or other Order. Professional Services may include without limitation incident response, investigation and forensic services related to cyber-security adversaries, tabletop exercises, and next generation penetration tests related to cyber-security.

“Services” means, collectively, any Product-Related Services and any Professional Services.

“Statement of Work” or **“SOW”** means a mutually-agreed executed written document describing the Professional Services to be performed by CrowdStrike for Customer, deliverables, fees, and expenses related thereto.

“Subcontractor” means any person or entity that has been retained by CrowdStrike to perform all or a portion of an engagement for Professional Services directly and uniquely to Customer. The term “Subcontractor” does not include third parties engaged by CrowdStrike in its day-to-day operations including, but not limited to, web hosting, Internet, communications and collocation providers, subprocessors, or third parties engaged to provide provisioning, development, and maintenance of CrowdStrike Products and Services.

“Subscription/Order Term” means the period of time set forth in the applicable Order during which: (i) Customer is authorized by CrowdStrike to access and use the Product or Product-Related Service, or (ii) Professional Services may be performed.

“Updates” means any correction, update, upgrade, patch, or other modification or addition made by CrowdStrike to any Product and provided to Customer by CrowdStrike from time to time on an as available basis.

2. Affiliates, Orders and Payment.

2.1 Affiliates. Any Affiliate purchasing hereunder, or using or accessing any Offering hereunder, or benefitting from the Customer’s use of an Offering, will be bound by and comply with all terms and conditions of this Agreement. The Customer signing these CrowdStrike Terms and Conditions will remain responsible for Customer’s Affiliates’ acts and omissions unless Customer’s Affiliate has entered into its own Terms and Conditions with CrowdStrike.

2.2 Orders. Only those transaction-specific terms stating the Offerings ordered, quantity, price, payment terms, Subscription/Order Term, and billing/provisioning contact information (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or reseller purchase order) will have any force or effect unless a particular Order is executed by an authorized signer of CrowdStrike and returned to Customer (or the applicable reseller). If any such Order is so executed and delivered, then only those specific terms on the face of such Order

that expressly identify those portions of this Agreement that are to be superseded will prevail over any conflicting terms herein but only with respect to those Offerings ordered on such Order. Orders are non-cancellable. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement.

2.3 Payment and Taxes. Customer will pay the fees for Offerings to a reseller or CrowdStrike as set forth in the applicable Order. Unless otherwise expressly set forth on the Order, Customer will pay the fees and amounts (other than Disputed Amounts) stated on each Order within 30 days after receipt of the applicable invoice. For any Disputed Amounts, Customer will provide written notice to CrowdStrike that includes the basis for the dispute (including any supporting documentation), and the parties will meet within 30 days of the date of the notice to resolve the dispute; if the parties fail to resolve the dispute within such 30-day period, CrowdStrike may, at its option, suspend Customer's access to, or use of, the Offerings or terminate this Agreement for uncured material breach (without being required to provide an additional 30 days' written notice and opportunity to cure as set forth in Section 13 (Suspension and Termination)). Except as otherwise expressly provided in this Agreement, all fees and other amounts are non-refundable. Fees are exclusive of any applicable sales, use, value added, withholding, and other taxes, however designated. Customer shall pay all such taxes levied or imposed by reason of Customer's purchase of the Offerings and the transactions hereunder, except for taxes based on CrowdStrike's income or with respect to CrowdStrike's employment of its employees.

2.4 Maximum Amount Payable. Any Order issued under or Statement of Work entered into with CrowdStrike under these CrowdStrike Terms and Conditions may set forth a maximum amount payable under such Order or Statement of Work. There is no amount payable to CrowdStrike by Customer under these CrowdStrike Terms and Conditions without such an Order or Statement of Work.

2.5 Non-Appropriation. CrowdStrike acknowledges that Customer is a government entity, and the validity of any Order placed by Customer under this Agreement is based upon the availability of public funding under the authority of Customer's statutory mandate. In the event that public funds are unavailable or not appropriated for the performance of Customer's obligations under any Order placed by Customer under this Agreement, then such Order shall automatically expire without penalty to Customer immediately upon written notice to CrowdStrike of the unavailability or non-appropriation of public funds. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement or any Order. In the event of a change in the Customer's statutory authority, mandate or mandated functions, by state or federal legislative or regulatory action, which adversely affects Customer's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Customer upon written notice to CrowdStrike of such limitation or change in Customer's legal authority; provided, that in such event, Customer will be entitled only to a refund of pre-paid, unused fees paid by Customer to CrowdStrike corresponding to the unused period of any outstanding Subscription/Order Term, if applicable.

3. Access & Use Rights.

3.1 Evaluation. If CrowdStrike approves Customer's evaluation use of a CrowdStrike product ("**Evaluation Product**"), the terms herein applicable to Products also apply to evaluation access and use of such Evaluation Product, except for the following different or additional terms: (i) the duration of the evaluation is as mutually agreed upon by Customer and CrowdStrike, provided, that either CrowdStrike or Customer can terminate the evaluation at any time upon written (including email) notice to the other party; (ii) the Evaluation Product is provided "AS-IS" without warranty of any kind, and CrowdStrike disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Product; and (iii) Customer's access and use is limited to Internal Use by Customer employees only.

3.2 Access & Use Rights. Subject to the terms and conditions of this Agreement (including CrowdStrike's receipt of applicable fees), CrowdStrike grants Customer, under CrowdStrike's intellectual property rights in and to the applicable Product, a non-exclusive, non-transferable (except as expressly provided in the Section entitled Assignment), non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Customer's Internal Use during the applicable Subscription/Order Term. Customer's access and use is limited to the quantity in the applicable Order. Furthermore, the following additional terms and conditions apply to specific Products (or components thereof):

(a) Products with Software Components. If Customer purchases a subscription to a Product with a downloadable object-code component ("**Software Component**"), Customer may, during the Subscription/Order Term install and run multiple copies of the Software Components solely for Customer's and Customer's Affiliates' Internal Use up to the maximum quantity in the applicable Order.

(b) CrowdStrike Tools. If CrowdStrike provides CrowdStrike Tools to Customer pursuant to performing Professional Services, the license set forth in the Section entitled Access & Use Rights applies to such CrowdStrike Tools as used solely for Customer's Internal Use during the period of time set forth in the applicable Order, or if none is specified, for the period authorized by CrowdStrike. Not all Professional Services engagements will involve the use of CrowdStrike Tools.

3.3 Restrictions. The access and use rights set forth in the Section entitled Access & Use Rights do not include any rights to, and Customer will not, with respect to any Offering (or any portion thereof): (i) employ or authorize a CrowdStrike Competitor to use or view the Offering or Documentation, or to provide management, hosting, or support for an Offering; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party (except as expressly provided in the Section entitled Assignment); (iv) allow third parties to access or use an Offering (except for Customer Contractors as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Customer from comparing the Products to other products for Customer's Internal Use); (x) use any feature of CrowdStrike APIs for any purpose other than in the performance of, and in accordance with, this Agreement; or (xi) cause, encourage or assist any third party to do any of the foregoing. Customer agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Customer and acknowledges that Customer is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

3.4 Installation and User Accounts. CrowdStrike is not responsible for installing Products unless Customer purchases installation services from CrowdStrike. For those Products requiring user accounts, only the single individual user assigned to a user account may access or use the Product. Customer is liable and responsible for all actions and omissions occurring under Customer's and Customer Contractor's user accounts for Offerings. Customer shall notify CrowdStrike if Customer learns of any unauthorized access or use of Customer's user accounts or passwords for an Offering.

3.5 Malware Samples. If CrowdStrike makes malware samples available to Customer in connection with an evaluation or use of the Product ("**Malware Samples**"), Customer acknowledges and agrees that: (i) Customer's access to and use of Malware Samples is at Customer's own risk, and (ii) Customer should not download or access any Malware Samples on or through its own production systems and networks and that doing so can infect and damage Customer's systems, networks, and data. Customer shall use the Malware Samples solely for Internal Use and not for any malicious or unlawful purpose. CrowdStrike will not be liable for any loss or damage caused by any Malware Sample that may infect Customer's computer equipment, computer programs, data, or other proprietary material due to Customer's access to or use of the Malware Samples.

3.6 Third Party Software. CrowdStrike uses certain third party software in its Products, including what is commonly referred to as open source software. Under some of these third party licenses, CrowdStrike is required to provide Customer with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third party software that CrowdStrike uses at: <https://falcon.crowdstrike.com/opensource>.

3.7 Ownership & Feedback. Products, Product-Related Services and the CrowdStrike Tools are made available for use or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Products, Product-Related Services and the CrowdStrike Tools. Any feedback or suggestions that Customer provides to CrowdStrike regarding its Offerings and CrowdStrike Tools (e.g., bug fixes and features

requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation; provided, Customer will not be identified publicly as the source of the feedback or suggestion.

4. Customer Contractors.

4.1 Authorization. Customer authorizes CrowdStrike to give Customer Contractors the rights and privileges to the Offerings necessary to enable and provide for Customer's use and receipt of the Customer Contractor Services. If at any time Customer revokes this authorization, to the extent the Offerings provide for Customer to limit the Customer Contractor's access and use of the Offerings, then Customer is responsible for taking the actions necessary to revoke such access and use. In the event Customer requires CrowdStrike assistance with such revocation or limitation, Customer must contact CrowdStrike Support with written notice of such revocation or limitation at support@crowdstrike.com and CrowdStrike will disable the Customer Contractor's access to Customer's Offerings within a reasonable period of time following receipt of such notice but in any event within 72 hours of receipt of such notice.

4.2 Disclaimer. Customer Contractors are subject to the terms and conditions in the Agreement while they are using the Offerings on behalf of Customer and Customer remains responsible for their acts and omissions during such time. Any breach by a Customer Contractor of this Agreement is a breach by Customer. CrowdStrike may make available Customer Contractor Services to Customer, for example, through an online directory, catalog, store, or marketplace. Customer Contractor Services are not required for use of the Offerings. Offerings may contain features, including API's, designed to interface with or provide data to Customer Contractor Services. CrowdStrike is not responsible or liable for any loss, costs or damages arising out of Customer Contractor's actions or inactions in any manner, including but not limited to, for any disclosure, transfer, modification or deletion of Customer Data (defined in Exhibit A). Whether or not a Customer Contractor is designated by CrowdStrike as, or otherwise claims to be "certified," "authorized," or similarly labeled, CrowdStrike does not: (i) control, monitor, maintain or provide support for, Customer Contractor Services, (ii) disclaims all warranties of any kind, indemnities, obligations, and other liabilities in connection with the Customer Contractor Services, and any Customer Contractor interface or integration with the Offerings, and (iii) cannot guarantee the continued availability of Customer Contractor Services and related features. If Customer Contractor Services and related features are no longer available for any reason, CrowdStrike is not obligated to provide any refund, credit, or other compensation for, or related to, the Offerings.

4.3 Restrictions on Customer Contractors. Customer shall not give or allow Customer Contractors access to, or use of, intelligence reports provided by, or made accessible in, the Products. For the avoidance of doubt, nothing herein prevents Customer from using intelligence API's in Customer Contractor Services for Customer's Internal Use.

5. Professional Services.

5.1 Fees. Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time-and-material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of services stated in the applicable Order.

5.2 Ownership of Deliverables. Professional Services do not constitute "works for hire," "works made in the course of duty," or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor. The only deliverable arising from the Professional Services is a report consisting primarily of CrowdStrike's findings, recommendations, and adversary information. Customer owns the copy of the report (including without limitation, all of Customer's Confidential Information therein) delivered to Customer ("**Deliverable**"), subject to CrowdStrike's ownership of the CrowdStrike Materials. Customer agrees that relative to Customer, CrowdStrike exclusively owns any and all software (including object and source code), flow charts, algorithms, documentation, adversary information, report templates, know-how, inventions, techniques, models, CrowdStrike trademarks, ideas and any and all other works and materials developed by CrowdStrike in connection with performing the Professional Services (including without limitation all intellectual property rights therein and thereto) (collectively, the "**CrowdStrike Materials**") and that title shall remain with CrowdStrike. For the avoidance of doubt, the CrowdStrike Materials do not include any Customer Confidential Information or other Customer provided materials or data. Upon payment in full of the amounts due hereunder for the applicable Professional Services and to the extent the CrowdStrike Materials are incorporated into the Deliverable(s), Customer shall have a perpetual, non-transferable (except as expressly provided in the Section entitled Assignment), non-exclusive license to use the CrowdStrike Materials solely as a part of the Deliverable(s) for Customer's Internal Use.

5.3 Professional Services Subcontractors. If CrowdStrike requires the services of Subcontractors to perform any obligations under a Professional Services SOW, CrowdStrike shall inform Customer and CrowdStrike will not, without Customer's prior consent, use any Subcontractors to perform any of the Professional Services under a SOW. Customer shall be entitled, in its sole discretion, to reject any proposed Subcontractor that Customer reasonably considers is not qualified to perform Professional Services under a SOW. CrowdStrike shall be solely responsible if the acts or omissions of its Subcontractors cause CrowdStrike to breach any of its obligations under a SOW. CrowdStrike will impose appropriate contractual obligations upon any Subcontractors utilized under a SOW.

6. **Data Security and Privacy**. See Exhibit A.

7. Confidentiality.

7.1 Definitions. In connection with this Agreement, each party ("**Recipient**") may receive Confidential Information of the other party ("**Discloser**") or third parties to whom Discloser has a duty of confidentiality. "**Confidential Information**" means non-public information in any form that is in the Recipient's possession regardless of the method of acquisition that the Discloser designates as confidential to Recipient or should be reasonably known by the Recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser's Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality.

7.2 Restrictions on Use. Except as allowed in Section 7.3 (Exceptions), Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, and contractors, including without limitation, counsel, accountants, and financial advisors (collectively, "Representatives"), its Affiliates and their Representatives, subject to the other terms of this Agreement, and in each case who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than as set forth in this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information. Within 72 hours of Recipient becoming aware of the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information while in Recipient's control, Recipient shall provide Discloser with notice thereof.

7.3 Exceptions. Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation; (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory, or legislative body of competent jurisdiction; (iii) in connection with any regulatory report, audit, or inquiry; or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall, to the extent legally permitted: (a) give Discloser prompt written notice of such requirement or request prior to such disclosure; and (b) at Discloser's cost, a reasonable opportunity to review and comment upon the disclosure and request confidential treatment or a protective order pertaining thereto prior to Recipient making such disclosure. If the Recipient is legally required to disclose the Discloser's Confidential Information as part of: (x) a legal proceeding to which the Discloser is a party but the Recipient is not; or (y) a government or regulatory investigation of the Discloser, the Discloser shall pay all of the Recipient's reasonable and actual out of pocket legal fees and expenses (as evidenced by reasonably detailed invoices) and will reimburse the Recipient for its reasonable costs and fees of compiling and providing such Confidential Information, including, a reasonable hourly rate for time spent preparing for, and participating in, depositions and other testimony.

7.4 Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (ii) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security, or disaster recovery systems or procedures; provided, however, that any such retained information shall remain

subject to this Agreement. Upon Discloser's request, Recipient will provide Discloser with written confirmation of destruction in compliance with this provision.

7.5 Equitable Relief. Each party acknowledges that a breach of this Section 7 (Confidentiality) shall cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

7.6 Publicity. CrowdStrike will refrain from using Customer's name, acronym or emblem, including, without limitation, in presentations, marketing materials, publicly available customer lists, financial reports, and website listings (including links to Customer's website) for the purpose of advertising or publicizing Customer's use of CrowdStrike's Offerings without Customer's express written consent. Except as permitted in this Section or under applicable law, neither party will issue any press release or make any other public communication with respect to this Agreement or Customer's use of the Offerings without the consent of the other party.

8. Warranties & Disclaimer.

8.1 No Warranty for Pre-Production Versions. Any pre-production feature or version of an Offering provided to Customer is *experimental* and provided "AS IS" without warranty of any kind and will not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop any such feature or Offering. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by CrowdStrike regarding future functionality or features.

8.2 Product Warranty. If Customer has purchased a Product, CrowdStrike warrants to Customer during the applicable Subscription/Order Term that: (i) the Product will operate without Error; and (ii) CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into Customer's Endpoints where the Products are installed. Customer must notify CrowdStrike of any warranty claim during the Subscription/Order Term. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its own expense to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate Customer's license to access and use the applicable non-conforming Product and refund the prepaid fee prorated for the unused period of the Subscription/Order Term. CrowdStrike shall have no obligation regarding Errors reported after the applicable Subscription/Order Term.

8.3 Services Warranty. CrowdStrike warrants to Customer that it will perform all Services in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must notify CrowdStrike of any warranty claim for Services during the period the Services are being performed or within 30 days after the conclusion of the Services. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its option and expense, to (a) use commercially reasonable efforts to re-perform the non-conforming Services, or (b) refund the portion of the fees paid attributable to the non-conforming Services.

8.4 Exclusions. The express warranties do not apply if the applicable Product or Service: (i) has been modified, except by CrowdStrike, (ii) has not been installed, used, or maintained in accordance with this Agreement or Documentation, or (iii) is non-conforming due to a failure to use an applicable Update. If any part of a Product or Service references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided as a convenience only.

8.5 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR.

8.6 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 8, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE OFFERINGS AND CROWDSTRIKE TOOLS. THERE IS NO WARRANTY THAT THE OFFERINGS OR CROWDSTRIKE TOOLS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS AND CROWDSTRIKE TOOLS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. NEITHER THE OFFERINGS NOR CROWDSTRIKE TOOLS ARE FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. Customer agrees that it is Customer's responsibility to ensure safe use of an Offering and the CrowdStrike Tools in such applications and installations. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

8.7 Additional Mutual Warranties. Each party represents and warrants to the other that (a) it has full power and authority to enter into and perform this Agreement, (b) the execution and delivery of this Agreement has been duly authorized, and (c) its performance hereunder does not breach any other agreement to which it is bound.

9. Indemnification.

9.1 CrowdStrike's Obligation. CrowdStrike shall at its cost and expense: (i) defend and/or settle any claim brought against Customer by an unaffiliated third party alleging that an Offering infringes or violates that third party's intellectual property rights, and (ii) pay and indemnify any settlement of such claim or any damages awarded to such third party by a court of competent jurisdiction as a result of such claim; provided, that Customer: (a) gives CrowdStrike prompt written notice of such claim; (b) permits CrowdStrike to solely control and direct the defense or settlement of such claim (however, CrowdStrike will not settle any claim in a manner that requires Customer to admit liability without Customer's prior written consent); and (c) provides CrowdStrike all reasonable assistance in connection with the defense or settlement of such claim, at CrowdStrike's cost and expense. In addition, Customer may, at Customer's own expense, participate in defense of any claim.

9.2 Remedies. If a claim covered under this Section occurs or in CrowdStrike's opinion is reasonably likely to occur, CrowdStrike may at its expense and sole discretion (and if Customer's access and use of an Offering is enjoined, CrowdStrike will, at its expense): (i) procure the right to allow Customer to continue using the applicable Offering; (ii) modify or replace the applicable Offering to become non-infringing; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's license or access to the affected portion of applicable Offering and refund a portion of the pre-paid, unused fees paid by Customer corresponding to the unused period of the Subscription/Order Term.

9.3 Exclusions. CrowdStrike shall have no obligations under this Section if the claim is based upon or arises out of: (i) any modification to the applicable Offering not made by CrowdStrike; (ii) any combination or use of the applicable Offering with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Offering after being notified of the infringement claim or after being provided a modified version of the Offering by CrowdStrike at no additional cost that is intended to address such alleged infringement; (iv) Customer's failure to use the Offering in accordance with the applicable Documentation; and/or (v) Customer's use of the Offering outside the scope of the rights granted under this Agreement.

9.4 Exclusive Remedy. THE REMEDIES SPECIFIED IN THIS SECTION CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND CROWDSTRIKE'S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

10. Limitation of Liability.

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (A) LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 9 (*INDEMNIFICATION*), (B) CUSTOMER'S PAYMENT OBLIGATIONS, (C) DAMAGES FOR FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF

LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 10.

10.2 Additional or Different Terms That May Apply. See Exhibit C for additional or different terms related to liability that may apply to certain Customers.

11. Compliance with Laws. Each party agrees to comply with all U.S. federal, state, local and non-U.S. laws directly applicable to such party in the performance of this Agreement, including but not limited to, applicable export and import, anti-corruption and employment laws as well as the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy current as of the Effective Date of this Agreement is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and Customer may terminate this Agreement for material breach in accordance with Section 13. This paragraph is not intended to limit and does not limit the definition of breach to discrimination. With respect to the Orange County Living Wage Policy, CrowdStrike's obligation under such policy is limited to providing a living wage to its employees. Customer acknowledges and agrees the Offerings shall not be used, transferred, or otherwise exported or re-exported to regions that the United States and/or the European Union maintains an embargo or comprehensive sanctions (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity subject to individual prohibitions (e.g., parties listed on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders) (collectively, "Designated Nationals"), without first obtaining all required authorizations from the U.S. government and any other applicable government. Customer represents and warrants that Customer is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National. CrowdStrike represents and warrants that CrowdStrike is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National.

12. U.S. Government End Users.

12.1 Commercial Items. The following applies to all acquisitions by or for the U.S. government or by any U.S. Government prime contractor or subcontractor at any tier ("Government Users") under any U.S. Government contract, grant, other transaction, or other funding agreement. The Products, CrowdStrike Tools, and Documentation are "commercial items," as that term is defined in Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in FAR 12.211 and 12.212. In addition, Department of Defense FAR Supplement ("DFARS") 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by Department of Defense agencies. Consistent with FAR 12.211 and 12.212 and DFARS (48 C.F.R.) 227.7202-1 through 227.7202-4, the Products, CrowdStrike Tools, and Documentation are being licensed to Government Users pursuant to the terms of this license(s) customarily provided to the public as forth in this Agreement, unless such terms are inconsistent with United States federal law ("Federal Law").

12.2 Disputes with the U.S. Government. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal Law and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Offerings. In the event of any disputes with the U.S. Government in connection with this Agreement, Section 14.3 of this Agreement shall not apply. Instead the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with Federal Procurement Law and any such disputes shall be resolved pursuant to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109), as implemented by the Disputes Clause, FAR 52.233-1.

12.3 Precedence. This U.S. Government rights in this Section are in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in the Offerings, computer software or technical data under this Agreement.

13. Suspension and Termination. This Agreement shall remain effective until termination in accordance with this Section or as otherwise specified herein. CrowdStrike may immediately suspend Customer's access to, or use of, the Offerings if: (i) CrowdStrike believes that there is a significant threat to the security, integrity, functionality, or availability of the Offerings or any content, data, or applications in the Offerings; (ii) Customer or Customer users are in breach of Section 3.3 (*Restrictions*); or (iii) Customer fails to pay CrowdStrike when undisputed fees are due; provided, however, CrowdStrike will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension. Either party may terminate this Agreement upon 30 days' written notice of a material breach by the other party, unless the breach is cured within the 30-day notice period. Customer may terminate this Agreement and/or any Order for convenience upon 30 days' written notice to CrowdStrike; provided, however, that any outstanding Orders not terminated by Customer will continue to be performed as if the Agreement were still in effect and termination of one Order will not affect other outstanding Orders and provided, further, that Customer (a) shall not be entitled to any refund of prepaid fees, (b) shall pay all fees for any Offerings ordered prior to the effective date of termination, (c) shall pay all fees and expenses that have accrued prior to the effective date of termination, (d) shall be deemed to have forfeited the remaining amounts of any retainers, (e) shall be required to pay any agreed upon minimum spend set forth in the applicable SOW (e.g., an agreement that CrowdStrike will charge Customer no fewer than X hours of professional services). Prior to termination and subject to the terms of this Agreement, Customer shall have the right to access and download Customer Data available per the Customer's purchased Products and data retention period in a manner and in a format supported by the Products. Upon termination of this Agreement for any reason: (a) all Customer's access and use rights granted in this Agreement will terminate; (b) Customer must promptly cease all use of Offerings and de-install all Software Components installed on Customer's Endpoints; and (c) Customer Data will be deleted in accordance with the data retention period purchased by Customer and Section 7.4 *Confidentiality; Destruction*). Sections 1, 3.3, 7, 10, 12, 13, and 14 and all liabilities that accrue prior to termination shall survive expiration or termination of this Agreement for any reason.

14. General.

14.1 Entire Agreement. This Agreement constitutes the entire agreement between Customer and CrowdStrike concerning the subject matter of this Agreement and it supersedes all prior and simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. Notwithstanding the foregoing, if you have a CrowdStrike *Limited Warranty Agreement for Falcon Complete* (or a preceding or successor named product) fully executed with CrowdStrike, the warranty provided therein stands alone and is not superseded by this Agreement. It is expressly agreed that the terms of this Agreement shall supersede any terms in any procurement Internet portal or other similar non-CrowdStrike document and no such terms included in any such portal or other non-CrowdStrike document shall apply to the Offerings ordered. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement. CrowdStrike is not obligated under any reseller's agreement with you unless an officer of CrowdStrike executes the agreement. This Agreement shall not be construed for or against any party to this Agreement because that party or that party's legal representative drafted any of its provisions.

14.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

14.3 Governing Law; Venue. Except as otherwise provided in Exhibit B (if applicable), this Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts in North Carolina, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply. Notwithstanding the foregoing, each party reserves the right to file a suit or action in any court of competent jurisdiction as such party deems necessary to protect its intellectual property rights and, in CrowdStrike's case, to recoup any payments due.

14.4 Independent Contractors; No Third Party Rights. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the

parties. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

14.5 Waiver, Severability & Amendments. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.

14.6 Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. Customer may terminate this Agreement without penalty in the event of a force majeure event lasting greater than 90 consecutive days that substantially prevents performance by CrowdStrike. The party experiencing a force majeure event, shall use commercially reasonable efforts to provide notice of such to the other party.

14.7 Notices. All legal notices will be given in writing to the addresses in the first introductory paragraph of this Agreement and will be effective: (i) when personally delivered, (ii) on the reported delivery date if sent by a recognized international or overnight courier, or (iii) five business days after being sent by registered or certified mail (or ten days for international mail). For clarity, Orders, POs, confirmations, invoices, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with each party's standard ordering procedures.

14.8 Insurance. During the term of this Agreement, CrowdStrike shall maintain at its own expense full insurance coverage in the coverages listed below.

- (a) Commercial general liability insurance in an amount not less than one million dollars (\$1,000,000 USD) per occurrence and two million dollars (\$2,000,000 USD) general aggregate.
- (b) Umbrella liability insurance in an amount not less than five million dollars (\$5,000,000 USD) per occurrence and five million dollars (\$5,000,000 USD) in aggregate.
- (c) Worker's compensation insurance in accordance with the laws of the state exercising jurisdiction over the employee with respect to Workers Compensation Insurance with statutory limits in applicable states where work is to be performed.
- (d) Professional liability (errors & omissions) in an amount not less than one million dollars (\$1,000,000 USD) per occurrence and two million dollars (\$2,000,000 USD) in aggregate.

14.9 Signatures. This Agreement and any Orders may be executed in two counterparts, each of which will be considered an original but all of which together will constitute one agreement. Any signature delivered by electronic means shall be treated for all purposes as an original. 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.

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CROWDSTRIKE, INC.

ORANGE COUNTY, NORTH CAROLINA:
a political subdivision of the State of North Carolina

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A: Data Security and Privacy Schedule

1. Definitions

- a. **“CrowdStrike Systems”** means those computer systems hosting the ‘Falcon EPP Platform’.
- b. **“Customer Data”** means the data generated by the Customer’s Endpoint and collected by: (i) the Products, and/or (ii) the CrowdStrike Tools, and in either case, sent to the CrowdStrike Systems. Customer Data is considered Customer’s Confidential Information (defined in Section 7 Confidentiality) and subject to the exclusions, exceptions and obligations set forth therein and this Exhibit A Data Security and Privacy Schedule.
- c. **“Execution Profile/Metric Data”** means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Customer provides to CrowdStrike in connection with this Agreement or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent it includes Personal Data.
- d. **“Personal Data”** means information provided by Customer to CrowdStrike or collected by CrowdStrike from Customer used to distinguish or trace a natural person’s identity, either alone or when combined with other personal or identifying information that is linked or linkable by CrowdStrike to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.
- e. **“Privacy and Security Laws”** means U.S. federal, state and local and non-U.S. laws, including those of the European Union, that regulate the privacy or security of Personal Data and that are directly applicable to CrowdStrike.
- f. **“Security Breach”** means unauthorized access to, or unauthorized acquisition of: (i) Customer Data, or (ii) Personal Data, stored on CrowdStrike Systems that results in the compromise of such Customer Data and/or Personal Data.
- g. **“Threat Actor Data”** means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to CrowdStrike in connection with this Agreement, or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

2. Falcon Platform

The ‘Falcon EPP Platform’ uses a crowd-sourced environment, for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. CrowdStrike’s Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Customer, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Customer’s endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. CrowdStrike uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Customer and other customer, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, CrowdStrike’s products and services, and enhance cybersecurity; and (iv) permit Customers to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Customer or Customer’s Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Customer’s Confidential Information or Customer Data.

3. Processing Personal Data

- a. Provisioning/Use of Offerings. Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, administer the Agreement and further the business relationship between Customer and CrowdStrike, comply with law, act in accordance with Customer’s written instructions, or otherwise in accordance with this Agreement. Customer authorizes CrowdStrike to collect, use, store, and transfer the Personal Data that Customer provides to CrowdStrike as contemplated in this Agreement.

- b. Suspicious/Unknown File Analysis. While using certain CrowdStrike Offerings Customer may have the option to upload (by submission, configuration, and/or, in the case of Services, by CrowdStrike personnel retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable and/or improve CrowdStrike's products and services or enhance cyber-security. These potentially suspicious or unknown files may be transmitted and analyzed to determine functionality and their potential to cause instability or damage to Customer's endpoints and systems. In some instances, these files could contain Personal Data for which Customer is responsible.

4. **Compliance with Privacy and Information Security Requirements**

- a. Compliance with Laws. CrowdStrike shall comply with all Privacy and Security Laws, the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from the European Economic Area, Switzerland, and the United Kingdom, as applicable. CrowdStrike's privacy notice may be found at <http://www.crowdstrike.com/privacy-notice/>. To the extent necessary to comply with Privacy and Security Laws, including but not limited to when Customer is a controller of Personal Data processed by CrowdStrike originating in the European Union, Switzerland, or the United Kingdom, the Data Protection Addendum set forth here <https://www.crowdstrike.com/data-protection-agreement/> shall apply to CrowdStrike's processing of such Customer Personal Data.
- b. Safeguards. CrowdStrike shall maintain appropriate technical and organizational safeguards commensurate with the sensitivity of the Customer Data and Personal Data processed by it on Customer's behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and Personal Data and protect such Customer Data and Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, including the safeguards set forth on Appendix 1 which substantially conform to the ISO/IEC 27002 control framework. ("Information Security Controls for CrowdStrike Systems").
- c. Access; Contacts. With respect to employees, agents, and subcontractors, CrowdStrike shall limit access to Customer Data and Personal Data to only those employees, agents, and subcontractors who have a need to access the Customer Data and/or Personal Data in order to carry out their roles as contemplated in the terms of this Agreement. CrowdStrike shall assign and train personnel who shall: (i) liaise with customers regarding any issues concerning the security of Customer Data and/or Personal Data; (ii) receive notice of any Security Breach discovered by CrowdStrike and provide notice of any such Security Breach to Customer; and (iii) coordinate CrowdStrike's Security Breach response and remedial action.

5. **Security Breach Response**

In the event CrowdStrike discovers a Security Breach, CrowdStrike shall:

- a. Without undue delay but no later than 72 hours of becoming aware, notify Customer of the discovery of the Security Breach. Such notice shall summarize the known circumstances of the Security Breach and the corrective action taken or to be taken by CrowdStrike.
- b. Conduct an investigation of the circumstances of the Security Breach.
- c. Use commercially reasonable efforts to remediate the Security Breach.
- d. Use commercially reasonable efforts to communicate and cooperate with Customer concerning its response to the Security Breach.

- 6. **Security Assessment and Provision of Audited Security Controls**. Promptly after written (including email) request from Customer, CrowdStrike shall provide Customer with: (i) its most recent SOC II, Type 2 report regarding the CrowdStrike Systems; and (ii) provide its completed Standardized Information Gathering (SIG) questionnaire (or similar document) for the CrowdStrike Systems (the "Security Documentation"). Upon the provision of reasonable notice to CrowdStrike, once every twelve months during the term of the Agreement and during normal business hours unless otherwise decided by CrowdStrike in its sole discretion, CrowdStrike shall make appropriate CrowdStrike personnel reasonably available to Customer to discuss CrowdStrike's manner of compliance with applicable security obligations under this Agreement. In advance of such discussion, CrowdStrike may, in addition to the Security Documentation, provide Customer with access to additional requested information or documentation concerning CrowdStrike's information security practices as they relate to this Agreement, including without limitation, access to any security assessment reports designed to be shared with third parties. Any information or documentation provided pursuant to this assessment process or otherwise pursuant to this Schedule shall be considered CrowdStrike's Confidential Information and subject to the Confidentiality section of the Agreement.

7. **Customer Obligations.** Customer, along with its Affiliates, represents and warrants that: (i) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, “Systems”) where the Products and/or CrowdStrike Tools will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized CrowdStrike to access the Systems and process and transmit data through the Offerings and CrowdStrike Tools in accordance with this Agreement and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having CrowdStrike investigate the Systems, process the Customer Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct CrowdStrike to carry out the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Customer Data and Customer Personal Data from each Customer and Customer Affiliate, to CrowdStrike.
8. **Notices.** The following individuals shall be the primary contacts at Customer and CrowdStrike for any coordination, communications or notices with respect to Personal Data and this Schedule:
- a. **CrowdStrike:** Drew Bagley, VP & Counsel, Privacy & Cyber Policy (drew.bagley@crowdstrike.com with a copy to legal@crowdstrike.com). For any Security Breach: Jerry Dixon, Chief Information Security Officer (jerry.dixon@crowdstrike.com with a copy to security@crowdstrike.com).
 - b. **Customer:** the person who has signed the Agreement or another person as otherwise designated in writing (including by email) by Customer to CrowdStrike. Each party shall promptly notify the other if any of the foregoing contact information changes.

Appendix 1
Information Security Controls for CrowdStrike Systems

Security Control Category	Description
1. Governance	<ul style="list-style-type: none"> a. Assign to an individual or a group of individuals appropriate roles for developing, coordinating, implementing, and managing CrowdStrike's administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Personal Data b. Use of data security personnel that are sufficiently trained, qualified, and experienced to be able to fulfill their information security-related functions
2. Risk Assessment	<ul style="list-style-type: none"> a. Conduct periodic risk assessments designed to analyze existing information security risks, identify potential new risks, and evaluate the effectiveness of existing security controls b. Maintain risk assessment processes designed to evaluate likelihood of risk occurrence and material potential impacts if risks occur c. Document formal risk assessments d. Review formal risk assessments by appropriate managerial personnel
3. Information Security Policies	<ul style="list-style-type: none"> a. Create information security policies, approved by management, published and communicated to all employees and relevant external parties. b. Review policies at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness.
4. Human Resources Security	<ul style="list-style-type: none"> a. Maintain policies requiring reasonable background checks of any new employees who will have access to Personal Data or relevant CrowdStrike Systems, subject to local law b. Regularly and periodically train personnel on information security controls and policies that are relevant to their business responsibilities and based on their roles within the organization
5. Asset Management	<ul style="list-style-type: none"> a. Maintain policies establishing data classification based on data criticality and sensitivity b. Maintain policies establishing data retention and secure destruction requirements c. Implement procedures to clearly identify assets and assign ownership
6. Access Controls	<ul style="list-style-type: none"> a. Identify personnel or classes of personnel whose business functions and responsibilities require access to Personal Data, relevant CrowdStrike Systems and the organization's premises b. Maintain controls designed to limit access to Personal Data, relevant CrowdStrike Systems and the facilities hosting the CrowdStrike Systems to authorized personnel c. Review personnel access rights on a regular and periodic basis d. Maintain physical access controls to facilities containing CrowdStrike Systems, including by using access cards or fobs issued to CrowdStrike personnel as appropriate e. Maintain policies requiring termination of physical and electronic access to Personal Data and CrowdStrike Systems after termination of an employee f. Implement access controls designed to authenticate users and limit access to CrowdStrike Systems g. Implement policies restricting access to the data center facilities hosting CrowdStrike Systems to approved data center personnel and limited and approved CrowdStrike personnel h. Maintain dual layer access authentication processes for CrowdStrike employees with administrative access rights to CrowdStrike Systems
7. Cryptography	<ul style="list-style-type: none"> a. Implement encryption key management procedures b. Encrypt sensitive data using a minimum of AES/128 bit ciphers in transit and at rest
8. Physical Security	<ul style="list-style-type: none"> a. Require two factor controls to access office premises b. Register and escort visitors on premises
9. Operations Security	<ul style="list-style-type: none"> a. Perform periodic network and application vulnerability testing using dedicated qualified internal resources b. Contract with qualified independent 3rd parties to perform periodic network and application penetration testing c. Implement procedures to document and remediate vulnerabilities discovered during vulnerability and penetration tests

10. Communications Security	<ul style="list-style-type: none"> a. Maintain a secure boundary using firewalls and network traffic filtering b. Require internal segmentation to isolate critical systems from general purpose networks c. Require periodic reviews and testing of network controls
11. System Acquisition, Development and Maintenance	<ul style="list-style-type: none"> a. Assign responsibility for system security, system changes and maintenance b. Test, evaluate and authorize major system components prior to implementation
12. Supplier Relationships	Periodically review available security assessment reports of vendors hosting the CrowdStrike Systems to assess their security controls and analyze any exceptions set forth in such reports
13. Information Security Breach Management	<ul style="list-style-type: none"> a. Monitor the access, availability, capacity and performance of the CrowdStrike Systems, and related system logs and network traffic using various monitoring software and services b. Maintain incident response procedures for identifying, reporting, and acting on Security Breaches c. Perform incident response table-top exercises with executives and representatives from across various business units d. Implement plan to address gaps discovered during exercises e. Establish a cross-disciplinary Security Breach response team
14. Business Continuity Management	<ul style="list-style-type: none"> a. Design business continuity with goal of 99.9% uptime SLA b. Conduct scenario based testing annually
15. Compliance	a. Establish procedures designed to ensure all applicable statutory, regulatory and contractual requirements are adhered to

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT**
Meeting Date: December 4, 2023

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

SUBJECT: Schools Adequate Public Facilities Ordinance (SAPFO) – Approval of Membership and Capacity Numbers

DEPARTMENT: Planning and Inspections

ATTACHMENT(S):

1. Orange County Schools and Chapel Hill-Carrboro City Schools: SAPFO Capacity Calculation and Change Request Form (Includes Student Membership) for Elementary, Middle, and High School Levels
2. Chart Depicting LOS, Capacity, Membership, and Membership Changes

INFORMATION CONTACT:

Perdita Holtz, Deputy Director, 919-245-2578
Cy Stober, Director, 919-245-2592

PURPOSE: To consider approval of November 15, 2023 membership and capacity numbers for both school districts (Orange County and Chapel Hill-Carrboro City Schools) which will be used in developing 10-year student membership projections and the 2024 SAPFO Technical Advisory Committee (SAPFOTAC) Report.

BACKGROUND: In accordance with the SAPFO MOUs (Memoranda of Understanding), the Board of County Commissioners shall approve the school districts' November 15th membership and capacity numbers within 15 school days after receiving the numbers from the school districts. Both Orange County Schools and Chapel Hill-Carrboro City Schools submitted their membership and capacity numbers in accordance with the MOUs. As per the MOUs, this step of the SAPFO process entails only the approval of the student membership and capacity numbers.

The SAPFOTAC, comprised of representatives of both school systems and the Planning Directors of the County and Towns, is tasked to produce an annual report for the governing boards of each SAPFO partner. The annual SAPFOTAC report will be available in early 2024.

The chart in [Attachment 2](#) shows the Capacity and Membership provided by the school systems for each school level in both school districts and the increase (or decrease) over the November 15, 2022 membership. It also shows the Allowable Maximum Level of Service (LOS), as was agreed upon as part of the SAPFO MOU process, and the Actual LOS based on November 15, 2023 membership numbers.

The CAPS (Certificate of Adequate Public Schools) system is updated with actual membership and capacity figures after the BOCC approves the information submitted by the school districts.

FINANCIAL IMPACT: There is no financial impact in approving the membership and capacity forms. Precise financial impacts in membership and capacity changes cannot be determined at

this time, but changes in projected growth in student membership for the next ten years are expected to result in changes in future operating and capital budget requests.

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 are no Orange County Environmental Responsibility Goal impacts applicable to this item.

RECOMMENDATION(S): The Manager recommends the Board approve and authorize the Chair to sign the November 15, 2023 Membership and Capacity numbers provided at Attachment 1, as submitted by each school district.

Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form

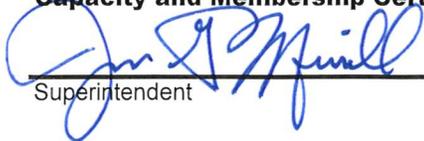
School District: Orange County Schools
 SAPFO CAPS Year: November 15, 2023 - November 14, 2024
 Capacity and Membership Submittal Date: November 15, 2023

Elementary School	Square Feet	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	2023-2024 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Central	52,492	455	428	428	428	428		291	68.0%
Efland Cheeks	64,316	497	455	455	455	455		526	115.6%
Grady Brown	74,016	544	490	490	490	490		406	82.9%
Hillsborough	51,106	471	420	420	420	420		437	104.0%
New Hope	100,164	586	526	526	526	526		527	100.2%
Pathways	85,282	576	540	540	540	540		312	57.8%
River Park	70,812	565	502	502	502	502		556	110.8%
Total	498,188	3,694	3,361	3,361	3,361	3,361		3,055	90.9%

Special Note(s): 1. For the November 15, 2002 base year the board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification:

Capacity and Membership Certification:

 11/27/23
 Superintendent Date

BOCC Chair Date

Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form

School District: Orange County Schools
 SAPFO CAPS Year: November 15, 2023 - November 14, 2024
 Capacity and Membership Submittal Date: November 15, 2023

Middle School	Square Feet	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	2023-2024 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
A.L. Stanback	136,000	740	740	740	740	740		633	85.5%
Orange Middle	107,620	726	726	726	726	726		535	73.7%
Gravelly Hill	123,000	700	700	700	700	700		411	58.7%
Total	366,620	2,166	2,166	2,166	2,166	2,166		1,579	72.9%

Special Note(s): 1. For the November 15, 2002 base year the board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification:

Capacity and Membership Certification:

 11/27/23
 Superintendent Date

BOCC Chair Date

Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form

School District: Chapel Hill-Carrboro City Schools

SAPFO CAPS Year: November 15, 2023 - November 14, 2024

Capacity and Membership Submittal Date: November 15, 2023

Elementary School	Square Feet	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	2023-2024 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Carrboro	60,832	518	518	518	518	518		488	94.2%
Ephesus	66,952	436	436	436	436	436		355	81.4%
Estes Hills	56,299	516	516	516	516	516		339	65.7%
FP Graham	66,689	522	522	522	522	522		509	97.5%
Glenwood	50,764	412	412	412	412	412		411	99.8%
McDougle	98,000	548	548	548	548	548		466	85.0%
Morris Grove	90,221	568	568	568	568	568		397	69.9%
Northside	99,500	568	568	568	568	568		373	65.7%
Rashkis	95,729	568	568	568	568	568		425	74.8%
Scroggs	90,980	558	558	558	558	558		382	68.5%
Seawell	52,896	450	450	450	450	450		430	95.6%
Total	828,862	5,664	5,664	5,664	5,664	5,664		4,575	80.8%

Special Note(s): 1. For the November 15, 2002 base year the Board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification:

Capacity and Membership Certification:


11/16/23

 Superintendent Date

 BOCC Chair Date

Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form

School District: Chapel Hill-Carrboro City Schools

SAPFO CAPS Year: November 15, 2023 - November 14, 2024

Capacity and Membership Submittal Date: November 15, 2023

Middle School	Square Feet	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	2023-2024 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Culbreth	122,467	774	774	774	774	774		674	87%
McDougle	136,221	732	732	732	732	732		708	97%
Phillips	109,498	706	706	706	706	706		583	83%
Smith	128,764	732	732	732	732	732		751	103%
Total	496,950	2,944	2,944	2,944	2,944	2,944		2,716	92.3%

Special Note(s): 1. For the November 15, 2002 base year the Board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification:

Capacity and Membership Certification:


 Superintendent

11/16/23
 Date

BOCC Chair

Date

Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form

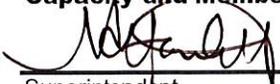
School District: Chapel Hill-Carrboro City Schools
SAPFO CAPS Year: November 15, 2023 - November 14, 2024
Capacity and Membership Submittal Date: November 15, 2023

High School	Square Feet	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	2023-2024 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Carrboro	148,023	800	800	800	800	800		885	111%
Chapel Hill	241,111	1,520	1,520	1,620	1,620	1,620		1,642	101%
East Chapel Hill	259,869	1,515	1,515	1,515	1,515	1,515		1,412	93%
Phoenix Acad.	5,207	40	40	40	40	40		35	88%
Total	654,210	3,875	3,875	3,975	3,975	3,975		3,974	100.0%

Special Note(s): 1. For the November 15, 2002 base year the Board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification:

Capacity and Membership Certification:

 11/16/23

 Superintendent Date

 BOCC Chair Date

Attachment 2

School LOS, Capacity, Membership, and Membership Increases

	<i>Chapel Hill/Carrboro School District</i>		<i>Orange County School District</i>	
	Allowable Maximum LOS (per MOU)	Actual 2023-24 LOS	Allowable Maximum LOS (per MOU)	Actual 2023-24 LOS
<i>Elementary</i>	105%	80.8%	105%	90.9%
<i>Middle</i>	107%	92.3%	107%	72.9%
<i>High</i>	110%	100.0%	110%	81.0%

	<i>Chapel Hill/Carrboro School District</i>					<i>Orange County School District</i>				
	Capacity At 100% LOS*	Capacity At MOU LOS Maximum*	Nov. 15 2023 Membership	Prior Year Membership	Change from Prior Year	Capacity At 100% LOS*	Capacity At MOU LOS Maximum*	Nov. 15 2023 Membership	Prior Year Membership	Change from Prior Year
<i>Elementary</i>	5,664	5,947	4,575	4,657	- 82	3,361	3,529	3,055	3,059	- 4
<i>Middle</i>	2,944	3,150	2,716	2,798	- 82	2,166	2,318	1,579	1,598	- 19
<i>High</i>	3,975	4,373	3,974	3,950	+ 24	2,939	3,233	2,382	2,487	- 105

* Class size ratio is 1:19 in grades K-3.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 4, 2023

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

SUBJECT: Approval of a Professional Services Contract with BGE, Inc. for the Lake Orange Perimeter Survey

DEPARTMENT: Planning and Inspections

ATTACHMENT(S):

1. DRAFT Professional Services Agreement – Lake Orange Perimeter Survey
2. FY 2023-33 CIP Summary – Lake Orange Dam Rehabilitation
3. Scope of Services – Lake Orange Perimeter Survey
4. Letter of Recommendation – RFQ 367-OC5385 - Lake Orange Perimeter Survey

INFORMATION CONTACT:

Christopher Sandt, County Engineer,
919-245-2583
Cy Stober, Director, 919-245-2585

PURPOSE: To consider the approval of a professional services contract (Attachment 1) in the amount of \$108,000 with BGE, Inc. for the Lake Orange Perimeter Survey project (hereafter referred to as the “Project”).

BACKGROUND: Lake Orange is a 150-acre surface water reservoir owned and operated by Orange County and located approximately six miles north of downtown Hillsborough. Orange County owns the property under Lake Orange up to an elevation of 615-ft. mean sea level (MSL), which is the normal pool elevation of the lake. Lake Orange, Inc., a private development corporation, owns the recreational rights to the surface of the lake and some of the land around the lake. Orange County also holds the rights to a flood easement across all of the property around Lake Orange between the 615-ft. and 620-ft. MSL elevations. The deed for Lake Orange is recorded in Book 212, Pages 362-365 of the Orange County Register of Deeds.

Lake Orange was constructed in the late 1960s via a 40-foot tall earthen dam and concrete spillway across the east fork of the Eno River. Lake Orange was built to serve as a source of water supply for local communities and Orange County residents. The primary purpose of the lake is public water supply for downstream users. Secondary purposes of the lake include various recreational uses by Lake Orange, Inc., which in turn leases via lake access permits. Lake Orange provides critical redundancy to regional water supply and provides year-round water flow to the east fork of the Eno River during extended dry periods. Lake Orange serves as a partial water supply to Orange Alamance Water System (OAWS) and Resco Products, Inc. (formerly Piedmont Minerals). It is also a partial water supply for the run-of-river operation of the West Point Grist Mill and helps to ensure swimmable and fishable conditions within the West Point on the Eno City Park, owned and operated by the City of Durham. Although the Town of Hillsborough (Town) owns and operates the West Fork of the Eno Reservoir (WFER) as its primary water supply, Lake Orange is a direct back-up water supply for the Town. Lake Orange is also a back-

up water supply (via the Eno River) for the Town, OAWS, Orange Water and Sewer Authority (OWASA) and the City of Mebane by virtue of emergency water interconnections.

The Project is part of Orange County's current (FY 2023-33) Capital Investment Plan (CIP) (see Attachment 2 for FY 2023-33 CIP Summary). The Project scope is specific to a topographic survey of the full perimeter of Lake Orange (approximately six miles) inclusive of: aerial photography and mapping, geospatial location of the 615-ft and 620-ft elevation contours surrounding Lake Orange, and geospatial location of over 100 private docks/ramps/bulkheads and/or other private structures located around the shorelines of Lake Orange. Private lot surveys and/or private lot title surveys are not included in the Project scope.

All work for the Project will be conducted on property owned by Orange County and/or Lake Orange, Inc., or, conducted within the recorded flood easements located adjacent to the shoreline of Lake Orange. The topographic survey work will be geospatially tied into known vertical and horizontal datums. Prior to the commencement of work, Orange County staff will schedule and conduct a Neighborhood Information Meeting with affected Lake Orange residents and/or affected property owners to explain the Project and field any questions/inquiries/concerns from the public. Attachment 3 details the Scope of Services.

On April 27, 2023, Orange County published a Request for Qualifications (RFQ) No. 367-OC5385 for the Project. On May 16, 2023, Orange County received eight (8) Statements of Qualifications from qualified Professional Surveying consultants. The evaluation panel for the Project then selected the four (4) highest scoring consultants for interviews based on the project-specific scoring criteria as contained within the RFQ. Interviews were conducted by the evaluation panel on July 25, 2023, and July 26, 2023. Subsequently, the Evaluation Panel selected BGE, Inc. as the highest-qualified consultant for the Project, based on scoring and interview performance. Attachment 4 is the Letter of Recommendation for the Project.

Orange County's standard professional services contract was modified to address vendor concerns regarding its standard of care and professionalism, in order that it can be assured of insurance coverage for the scoped work. BGE, Inc. shall perform its services consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar circumstances. BGE, Inc. shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

The anticipated Project schedule is as follows:

Task	Duration/Completion Timeline
Aerial LIDAR/Photogrammetry Mapping	45 working days after Notice to Proceed (NTP)
Field Location of Structures Survey	75 working days after Notice to Proceed (NTP)
Mapping and Staking of 620-ft Contour	105 working days after Notice to Proceed (NTP)

FINANCIAL IMPACT: Through prior years' CIP budgeting and current year CIP budgeting, the Board has appropriated \$108,000 for the Project. The pending negotiated professional services agreement will not exceed the appropriated budget for the Project.

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: The following Orange County Environmental Responsibility Goal impact is applicable to this agenda 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:

1. Approve and authorize the Board Chair to execute the final professional services agreement with BGE, Inc. (Attachment 1) on behalf of the Board, contingent upon final review of the professional services agreement by the County Attorney; and
2. Authorize the County Manager to execute any subsequent professional services agreement amendments with BGE, Inc., on behalf of the Board, up to the approved and available CIP budget amount and subject to final review by the County Attorney.

[Departmental Use Only]
 TITLE LO Perimeter Survey
 FY 23-24

NORTH CAROLINA

SERVICES AGREEMENT RFP/RFQ

ORANGE COUNTY

This Services Agreement (hereinafter "Agreement"), made and entered into this 4th day of December, 2023, ("Effective Date") by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and BGE, Inc., (hereinafter, the "Provider").

WITNESSETH:

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

1. Services

a. Scope of

Replace with: "*consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality (i.e., Orange County, North Carolina) under the same or similar circumstances. Provider shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.*"

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

2. Responsibilities of the Provider

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

performance of these services. Provider is solely responsible for the professional quality, accuracy and timely completion and submission of all work related to the Basic Services.

- ii) Provider shall be responsible for all errors or omissions of its agents, contractors, employees, or assigns in the performance of the Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County.

Replace with: ***"Provider shall perform its services consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality (i.e., Orange County, North Carolina) under the same or similar circumstances. Provider shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project."***

- iv) Provider is an independent contractor of County. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Provider.
- v) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- vi) Should this Agreement involve project designs, the construction or creation of which is to be bid out or fulfilled by other contractors, and bidding or negotiation with contractors produce prices which, when added to the other elements of the approved total project cost, produce a cost that is in excess of the approved total project cost, the Provider shall participate with the County in negotiation and design adjustments to the extent such are necessary to obtain prices within the approved total project cost. All activity of the Provider with respect to these matters shall constitute Basic Services and shall be performed by the Provider without additional compensation. If negotiation and design adjustments fail to bring costs within the total project cost the County may reject all bids and Provider will redesign or reduce portions of the project in an effort to reduce the bid prices to within the total project cost and rebid the project. One such redesign is included within Basic Services. If this second letting for bids does not produce bids that are within the approved total project cost initially or after negotiations with the contractor the cost is not reduced to an amount within the total project cost, the Provider is not obligated to engage in further redesign.

3. Basic Services

- a. Basic Services.

- i) The Provider shall perform as Basic Services the work and services described herein and as specified in the County’s Request for Proposals or Request for Qualifications (the “RFP”) “RFP Number 367-OC5395 for “Professional Surveying Services, Lake Orange - Perimeter Survey” issued April 27, 2023, and the Provider’s proposal, which are fully incorporated and integrated herein by reference together with Attachments N/A (designate all attachments). In the event a term or condition in any referenced document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the County’s RFP together with attachments, Provider’s Proposal together with attachments.
- ii) The Basic Services will be performed by the Provider in accordance with the following schedule: (Insert milestones task list, dates and fees. If milestones are not established mark N/A under Milestone Task 1.)

	<u>Milestone Task</u>	<u>Milestone Date</u>	<u>Milestone Fee</u>
45 days	1. Aerial LIDAR/Photogrammetry Mapping		\$36,000
30 days	2. Field Location of Structures Survey		\$36,000
30 days	3. Mapping and Staking of 620 Contour		\$36,000
	4.		
	5.		
	6.		
	7.		
	8.		
	9.		
	10.		

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

4. Duration of Services

- a. Term. The term of this Agreement shall be from December 4, 2023 to May 1, 2024.
- b. Scheduling of Services

- i) The Provider shall schedule and perform its activities in a timely manner so as to meet the Milestone Dates listed in Section 3.
- ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate its efforts, including providing additional resources and working overtime, as necessary, to perform its services in accordance with the approved project schedule at no additional cost to the County.
- iii) The Commencement Date for the Provider's Basic Services shall be December 4, 2023.

5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services satisfactorily (as determined by the County) performed pursuant to this Agreement. The maximum amount payable for Basic Services is ONE HUNDRED EIGHT THOUSAND Dollars (\$108,000). In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as Project milestones as set out in Section 3(a)(ii) are achieved up to the corresponding milestone fee. *(For example, Provider may invoice for the amount listed as the milestone fee corresponding to the first milestone task upon County's acknowledgement of the satisfactory completion of Task one. Upon the County's acknowledgement that the second Task has been satisfactorily completed Provider may invoice for that corresponding milestone fee.)* Milestone fees shall be the maximum amount payable for its corresponding milestone task which shall not be altered except by written amendment.
- b. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Responsibilities of the County

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

7. Insurance

- a. General Requirements. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance

requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) If County's Risk Manager determines additional insurance coverage is required such additional insurance shall consist of N/A (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

8. Indemnity

- a. Indemnity. To the extent authorized by North Carolina law the Provider agrees, without limitation, to defend, indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from property damage or bodily injury including death to any person or persons caused in whole or in part by the negligence or misconduct of the Provider except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

9. Amendments to the Agreement

- a. Changes in Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

10. Termination

- a. Termination for Convenience of the County. This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Provider.
- b. Other Termination. The Provider may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Provider shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause. Either party may terminate this Agreement upon notice to the other party that obligations pursuant to this Agreement are made impractical due to declarations of emergency by Orange County or by North Carolina due to events directly impacting Orange County. Both parties shall remain responsible for all payment and performance due up to the receipt of such notice, but shall have no further obligation or responsibility beyond that date provided the terminating party has taken all reasonable steps to complete the performance of its obligations.
- c. Compensation After Termination.

- i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Provider. Upon request of the County, the Provider shall submit to County all relevant documentation, including but not limited to, job cost records, to support its claims for final compensation.
 - ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.
- d. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.
- e. Suspension. County may suspend the Basic Services and this Agreement at any time for County's convenience and without penalty to County upon three (3) days' notice to Provider. Upon any suspension by County, Provider shall discontinue the Basic Services and shall not resume the Basic Services until notified to proceed by County.

11. Additional Provisions

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

been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.

- d. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of a suit or action.
- e. Entire Agreement. This Agreement, together with the RFP and its attachments and the Proposal and its attachments, represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- f. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- g. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the property of the County and may be used on any other project without additional compensation to the Provider. The use of the documents, items or things by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.
- h. Non-Appropriation and Government Action. Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

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

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

- i. Signatures. This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the Parties to comply with

Article 11A and Article 40 of North Carolina General Statute Chapter 66.

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

Orange County
 Attention: Christopher J. Sandt, P.E.
 P.O. Box 8181
 Hillsborough, NC 27278

Provider's Name & Address
 Ronald T. Frederick, P.L.S.
 5440 WadeParkBlvd, Ste 102
 Raleigh, NC 27607

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

ORANGE COUNTY:

PROVIDER:

By: _____
 Chair, Orange County Board of County
 Commissioners

By: _____
 Ronald T. Frederick, Director Land Survey
Printed Name and Title

Lake Orange - Dam Rehabilitation

Project Category	County	Project Status:	Active	Project Type	
Functional Service Area:	Community Services	Proposed Bid Date:	TBD	New	
Department:	Planning and Inspections	Starting Date:	7/1/2019	Expansion	
Project Number:	10074	Completion Date:	6/30/2027	Renovation	X
				Replacement	

Lake Orange (hereafter ‘the lake’) is a Class II (WS-II) public water supply reservoir owned by Orange County. The lake was created in 1968 via the construction of an earthen dam and concrete spillway across the east fork of the Eno River. The lake’s primary uses are public water supply as designated by North Carolina Department of Environmental Quality (NCDEQ) and maintenance of minimum (dry weather) flows in the Eno River, as defined within the Eno River Water Management Plan (a.k.a. the Eno River Capacity Use Agreement). The Lake Orange dam was classified by NCDEQ as a “High Hazard” dam in August 2011 which means that failure of the dam could result in severe property damage and/or possible loss of life downstream. The Orange County Engineering Division, in coordination with contracted technical consultants, performed a series of detailed inspections of the Lake Orange dam and its associated appurtenances (e.g. intake tower, erosion control barrier, emergency spillway, and concrete spillway channel) between late 2018 and early 2022. Those detailed inspections have identified numerous deficiencies, most of which are due to the extended ages of the 54-year-old structures. This CIP project represents a proactive, multi-year approach to repair these deficiencies by continuing to address the highest priority needs in FY2023-24, FY2024-25, and FY2025-26. Future fiscal year funding amounts will address the need for complete replacement of the existing intake tower in FY 2023-24 and complete replacement of the existing concrete spillway channel in FY 2025-26. This project represents the full cost of these repairs, but the county will seek federal infrastructure grants to reduce the cost of this project.

FINANCIAL SUMMARY

Project Budget	Prior Years Funding	Current Fiscal Year 2022-23	Year 1 Fiscal Year 2023-24	Year 2 Fiscal Year 2024-25	Year 3 Fiscal Year 2025-26	Year 4 Fiscal Year 2026-27	Year 5 Fiscal Year 2027-28	Year 6 Fiscal Year 2028-29	Year 7 Fiscal Year 2029-30	Year 8 Fiscal Year 2030-31	Year 9 Fiscal Year 2031-32	Year 10 Fiscal Year 2032-33	Ten Year Total
Appropriation													
<i>Professional Services</i>	355,000	130,000	250,000	250,000	250,000								750,000
<i>Construction/Repairs/Renovations</i>	786,180	150,000	2,100,000		2,750,000								4,850,000
Appropriation Total	1,141,180	280,000	2,350,000	250,000	3,000,000								5,600,000
Revenue/Funding Source													
<i>Debt Financing</i>	1,141,180	180,000	2,350,000	250,000	3,000,000								5,600,000
<i>Transfer from General Fund</i>		100,000											
Revenue/Funding Source Total	1,141,180	280,000	2,350,000	250,000	3,000,000								5,600,000



August 22, 2023

Christopher Sandt
County Engineer
131 W. Margaret Lane, Suite 201
P.O. Box 8181
Hillsborough, NC 27278

Re: Lake Orange
Perimeter Survey
RFQ No. 367-OC5385

Dear Mr. Sandt,

BGE, Inc. (BGE) is pleased to submit this letter agreement Orange County for the surveying services requested in RFQ No. 367-OC5385

SCOPE OF SERVICES

Task 1 - Areal LIDAR/Photogrammetry mapping

BGE will establish traverse control around the existence of the project tied to Site benchmarks, BGE will provide areal lidar/photogrammetry surveying and mapping of Lake Orange between the 620 foot and 615 foot elevation as established using site Datum assumed to be NGVD 29

all structures falling between the 620 foot and 615 foot elevation as established using site Datum assumed to be NGVD 29:

- BGE will provide a preliminary drawing showing the orthometric photo collected and the contour lines of 620 and 615. Task 1 will be delivered 45 working days from notice to proceed.

Task 2 - Field location of Structures Survey

BGE will collect horizontal and vertical location using site benchmarks and control of all structures from the 620 foot contour inward to the middle of the lake and identify if they are fixed structures, floating structures and structures connected to natural ground below the 620 foot contour.

- BGE will provide a preliminary drawing showing the Orthometric photo collected and the contour lines of 620 and 615 and all structures falling from the 620 foot contour inward to the middle of the lake and identify if they are fixed structures, floating structures and structures connected to natural ground below the 620 foot contour. Task 2 will be delivered 75 working days from notice to proceed

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5440 Wade Park Boulevard, Suite 102 • Raleigh, North Carolina 27607 • 919-276-0111

Task 3 - Mapping and Staking of 620 contour

BGE will stake one physical marker along the 620 foot (NAVD 29) elevation contour (one per property ownership) approximately midway of each property that borders Lake Orange. BGE will also stake pin flags intermittent between each rebar as to follow the contour line at approximately 50 foot intervals. BGE will also stake one wooden stake on the 615 contour adjacent to the physical marker. No pin flags will mark the 615 contour. A picture of each stake and rebar will be collected as set.

- BGE will provide a signed and sealed map identifying all structures within the 620 foot and 615 foot elevation with corresponding point numbers identifying each rebar set on the project.
- BGE will provide a CSV file with all coordinates of rebars set and pin flags
- BGE will provide all corresponding photos of rebars set

Task 3 will be delivered 105 working days from notice to proceed

FEE AND EXPENSES

Task 1 – Areal LIDAR/Photogrammetry mapping	\$36,000
Task 2 – Field location of Structures Survey	\$36,000
Task 3 – Mapping and Staking of 620 contour	\$36,000
<hr/>	
Total.....	\$108,000



Recommendation Letter, August 9, 2023

RE: RFQ No 367-OC5385: Professional Surveying Services for the Lake Orange Perimeter Survey Project in Orange County, North Carolina

Evaluation Panel Members:

Christopher Sandt - Chair
 Patrick Mallett
 Melissa Tegeder

Evaluation Schedule:

Initial Evaluations due to Chair	July 10, 2023
Chair to review and calculate scores	July 11, 2023
Short List Firms identified	July 12, 2023
Conduct Interviews with Short List Firms	July 25, 2023 and July 26, 2023
Verify References	July 31, 2023 through August 7, 2023
Chair to write final recommendation	August 9, 2023

Recommendation for Professional Services.

Orange County reviewed eight (8) responses to the Request for Qualifications for Professional Surveying Services for the Lake Orange Perimeter Survey Project in Orange County, North Carolina. Four (4) firms were interviewed.

The Evaluation Panel reviewed all responses and recommends moving forward with **BGE, Inc.** for the following reasons.

1. BGE, Inc.'s responses reflected that they have adequate and experienced staff to complete the work.
2. BGE, Inc.'s responses reflected that they have a clear understanding of the work.
3. BGE, Inc.'s responses reflected arrangements for the work to meet the project schedule.

All firms ranked well, overall **BGE, Inc.** ranked higher based on the reasons above.

NOTE: The Evaluation Panel recommends that **BCSC** be considered as the 2nd highest-ranked firm and the most qualified alternate selection for the work if contract negotiations are not successful with BGE, Inc., or, if the impending contract between Orange County and BGE, Inc. is terminated.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 4, 2023

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

SUBJECT: Changes in BOCC Meeting Schedule for 2024

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):

Revised Text Calendar
Revised Color Calendar

INFORMATION CONTACT:

Laura Jensen, Clerk to the Board, 919-245-2130

PURPOSE: To consider changes to the Board of Commissioners' meeting calendar for 2024.

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.

It is proposed to move the Assembly of Governments meeting on January 23, 2024 at 7:00 pm to the Southern Human Services Center in Chapel Hill. The meeting was originally scheduled to be held at the Whitted Human Services Center in Hillsborough.

It is also proposed to move the Legislative Breakfast on March 21, 2024 at 8:30 am to the Whitted Human Services Center in Hillsborough. The meeting was originally scheduled to be held at the Bonnie B. Davis Environmental and Agricultural Center in Hillsborough.

There are no other proposed changes to the Board of Commissioners' 2024 meeting calendar.

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 2024 and hold the Assembly of Governments meeting at the Southern Human Services Center at 7:00 pm on January 23, 2024, and the Legislative Breakfast at the Whitted Human Services Center at 8:30 am on March 21, 2024.

ORANGE COUNTY BOARD OF COMMISSIONERS MEETING CALENDAR FOR YEAR 2024

NOTE: All meetings will begin at 7:00 pm unless otherwise indicated

January 16	BOCC Business Meeting	Whitted Building – Hillsborough
January 19	BOCC Retreat 9 am – 4 pm	Southern Human Services Center – Chapel Hill
January 23	Assembly of Governments	Southern Human Services Center – Chapel Hill
February 6	BOCC Business Meeting	Whitted Building – Hillsborough
February 10 - 13	NACo Legislative Conference	Washington, D.C.
February 15	BOCC Work Session	Southern Human Services Center – Chapel Hill
February 20	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
March 7	BOCC Business Meeting	Whitted Building – Hillsborough
March 12	BOCC Work Session	Whitted Building – Hillsborough
March 19	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
March 21	Legislative Breakfast Meeting (8:30am)	Whitted Building – Hillsborough
April 2	BOCC Business Meeting	Whitted Building – Hillsborough
April 9	Budget Work Session – CIP	Southern Human Services Center – Chapel Hill
April 16	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
April 25	BOCC Joint Meeting with School Boards	Whitted Building – Hillsborough
April 30	BOCC Work Session	Southern Human Services Center – Chapel Hill
May 7	BOCC Business Meeting	Whitted Building – Hillsborough
May 14	BOCC Budget Public Hearing / Work Session	Whitted Building – Hillsborough
May 16	BOCC Budget Work Session	Southern Human Services Center – Chapel Hill
May 21	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
May 23	BOCC Budget Work Session	Whitted Building – Hillsborough
May 28	BOCC Budget Work Session	Southern Human Services Center – Chapel Hill
May 30	BOCC Budget Public Hearing / Work Session	Southern Human Services Center – Chapel Hill

To be approved 12/4/23

June 4	BOCC Business Meeting	Whitted Building – Hillsborough
June 6	BOCC Budget Work Session	Whitted Building – Hillsborough
June 11	Manager, Clerk, & Attorney Evaluations Closed Session	Whitted Building – Hillsborough
June 18	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
July 12-15	NACo Conference	Hillsborough County, Florida
August 8-10	NCACC Conference	Forsyth County, NC
September 5	BOCC Business Meeting	Whitted Building – Hillsborough
September 10	BOCC Work Session	Southern Human Services Center – Chapel Hill
September 17	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
September 26	Joint Meeting with School Boards	Whitted Building – Hillsborough
October 1	BOCC Business Meeting	Whitted Building – Hillsborough
October 8	Joint Meeting with Fire Departments / Work Session	Whitted Building – Hillsborough
October 15	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
November 7	BOCC Business Meeting	Whitted Building – Hillsborough
November 12	BOCC Work Session	Southern Human Services Center – Chapel Hill
November 19	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
December 2	BOCC Business Meeting (Organizational Meeting)	Whitted Building – Hillsborough
December 10	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

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	W16	17	18	S19	20
21	22	S23	24	25	26	27
28	29	30	31			
19th 9 am - 4 pm Retreat						
23rd 7 pm Assembly of Governments						

February						
S	M	T	W	T	F	S
				1	2	3
4	5	W6	7	8	9	10
11	12	13	14	S15	16	17
18	19	S20	21	22	23	24
25	26	27	28	29		
10-13 NACo Legislative Conf - Washington, DC						
15th 7 pm Work Session						

March						
S	M	T	W	T	F	S
					1	2
3	4	Elec5	6	W7	8	9
10	11	W12	13	14	15	16
17	18	S19	20	W21	22	23
24	25	26	27	28	29	30
31						
12th 7 pm Work Session						
21st 8:30 am Legislative Breakfast						

April						
S	M	T	W	T	F	S
	1	W2	3	4	5	6
7	8	S9	10	11	12	13
14	15	S16	17	18	19	20
21	22	23	24	W25	26	27
28	29	S30				
9th 7 pm Budget Work Session - CIP						
25th 7 pm Joint Mtg with School Boards						
30th 7 pm Work Session						

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	W7	8	9	10	11
12	13	W14	15	S16	17	18
19	20	S21	22	W23	24	25
26	27	S28	29	S30	31	
14th 7 pm Budg Pub Hrg / Work Session						
16th 7 pm Budget Work Session						
23rd 7 pm Budget Work Session						
28th 7 pm Budget Work Session						
30th 7 pm Budg Pub Hrg / Work Session						

June						
S	M	T	W	T	F	S
						1
2	3	W4	5	W6	7	8
9	10	W11	12	13	14	15
16	17	S18	19	20	21	22
23	24	25	26	27	28	29
30						
6th 7 pm Budget Work Session						
11th 7 pm Staff Eval Closed Session						

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
12-15 NACo Conference - Hillsborough Co., FL						

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
8-10 NCACC Conference - Forsyth Co.						

September						
S	M	T	W	T	F	S
1	2	3	4	W5	6	7
8	9	S10	11	12	13	14
15	16	S17	18	19	20	21
22	23	24	25	W26	27	28
29	30					
10th 7 pm Work Session						
26th 7 pm Joint Mtg with School Boards						

October						
S	M	T	W	T	F	S
		W1	2	3	4	5
6	7	W8	9	10	11	12
13	14	S15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
8th 7 pm Joint Mtg with Fire Departments/ Work Session						

November						
S	M	T	W	T	F	S
					1	2
3	4	Elec5	6	W7	8	9
10	11	S12	13	14	15	16
17	18	S19	20	21	22	23
24	25	26	27	28	29	30
12th 7 pm Work Session						

December						
S	M	T	W	T	F	S
1	W2	3	4	5	6	7
8	9	S10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Holidays	
BOCC Business Meetings	19
Work Sessions	8
Budget Work Sessions	5
Budget Public Hearings	2
School Boards	2
Staff Eval Closed Session	1
Assembly of Governments	1
Legislative Breakfast	1
Retreat	1
Fire Departments	1

W Whitted Building
S Southern Human Serv Ctr

38 Meeting days
3 Three meetings same day
41 Total Meetings

Total Meetings 41

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 4, 2023

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

SUBJECT: Boards and Commissions – Appointments

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):
No attachments

INFORMATION CONTACT:
Clerk's Office, 919-245-2130

PURPOSE: To approve the Boards and Commissions appointments as reviewed and discussed during the November 9, 2023 Work Session.

BACKGROUND: The following appointments are for Board approval:

- **Chapel Hill Orange County Visitors Bureau Advisory Board**

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Sharon Hill	Economic Development Advisory Board Member	Second Full Term	12/31/2026
Dr. Grace Holtkamp	Orange County/Hillsborough Chamber of Commerce	First Full Term (reappointment)	12/31/2026
Meredith Sabye	At-Large	Partial Term	12/31/2024
Shailan (Sam) Vadgama	Orange County Lodging Association	Partial Term	12/31/2024
Rebecca Mormino	Chapel Hill Downtown Partnership Staff	First Full Term	06/30/2026

- **Hillsborough Board of Adjustment**

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Carl (Eddie) Sain	Hillsborough ETJ-Alternate	First Full Term	06/30/2026

- **Human Relations Commission**

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Christopher Barnes	At-Large	Partial Term	06/30/2024
Rhian Carreker-Ford	At-Large	First Full Term	06/30/2026
Brooke Capps-Yaroni	Town of Carrboro	Partial Term	06/30/2025
Jenn Sykes	Town of Hillsborough	First Full Term	06/30/2026
Tonya Jones	At-Large	First Full Term	06/30/2026

- **Mebane Board of Adjustment**

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
David Ferraro	Mebane ETJ	Second Full Term	12/31/2026

- **Orange County Parks and Recreation Council**

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Hannah Darr	At-Large	Partial Term	03/31/2025

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

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

- **GOAL: ENABLE FULL CIVIC PARTICIPATION**

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve the recommended appointments as reviewed and discussed during the November 9, 2023 Work Session.

DRAFT

INFORMATION ITEM

Date Prepared: 11/15/23

Date Revised: 11/27/23

BOCC Meeting Follow-up Actions

Meeting Date	Commissioner/ Sponsor	Description	Target Date	Department	Department Director Assigned	Status	Date Completed
11/14/2023	Board	Review request from the public regarding the process/activities regarding the currently proposed solid waste and recycling convenience center/location and other related activities that are occurring	12/2023	County Manager	Bonnie Hammersley	Manager has directed the Solid Waste Management Director to provide an Information Item memorandum that updates the Board and public on process/ activities related to the proposed center	DONE – Information Item included with December 4, 2023 Business Meeting agenda package

INFORMATION ITEM
Tax Collector's Report - Numerical Analysis

Property Tax Collection - Tax Effective Date of Report October 31, 2023						
Tax Year 2023	Amount Charged in FY 23-24	Amount Collected	Accounts Receivable	Amount Budgeted in FY 23-24	Remaining Budget	% of Budget Collected
Real and Personal Current Year Taxes	\$ 175,878,940.00	\$ 34,006,402.45	144,651,756.56	175,878,940.00	\$ 141,872,537.55	19.34%
Real and Personal Prior Year Taxes	\$ 3,754,961.95	\$ 405,811.46	2,253,145.34	\$ 1,161,702.00	\$ 755,890.54	34.93%
Total	\$ 179,633,901.95	\$ 34,412,213.91	\$ 146,904,901.90	\$ 177,040,642.00	\$ 142,628,428.09	19.44%
Registered Motor Vehicle Taxes		\$3,839,404.00	\$4,520.94	\$ 12,730,990.00	\$ 8,891,586.00	30.16%
Tax Year 2022	Amount Charged in FY 22-23	Amount Collected	Accounts Receivable	Amount Budgeted in FY 22-23	Remaining Budget	% of Budget Collected
Real and Personal Current Year Taxes	\$ 172,417,590.00	\$ 33,015,532.37	140,805,864.45	172,417,590.00	\$ 139,402,057.63	19.15%
Real and Personal Prior Year Taxes	\$ 3,454,470.67	\$ 668,540.45	2,443,367.79	\$ 1,161,702.00	\$ 493,161.55	57.55%
Total		\$ 33,684,072.82	\$ 143,249,232.24	\$ 173,579,292.00	\$ 139,895,219.18	19.41%
Registered Motor Vehicle Taxes		\$3,578,640.70	\$4,508.26	\$ 11,451,880.00	\$ 7,873,239.30	31.25%
2023 Current Year Overall Collection Percentage - Real & Personal			19.03%			
2023 Current Year Overall Collection Percentage - with Registered Motor Vehicles			20.74%			
2022 Current Year Overall Collection Percentage - Real & Personal			18.99%			
2022 Current Year Overall Collection Percentage - with Registered Motor Vehicles			20.63%			

INFORMATION ITEM

Tax Collector's Report - Measures of Enforced Collections

-
Fiscal Year 2023-2024

Effective Date of Report: OCTOBER 31, 2023

	July	August	September	October	November	December	January	February	March	April	May	June	YTD
Wage garnishments	50	17	28	98									
Bank attachments	21	5	7	10									
Certifications	-	-	-	-									
Rent attachments	-	-	-	-									
Housing/Escheats/Monies	25	3	11	38									
Levies	-	-	-	-									
Foreclosures initiated	6	1	4	1									
NC Debt Setoff collections	\$641.77	\$ 1,245.20	\$ 578.71	\$ 409.13									

This report shows the Tax Collector's efforts to encourage and enforce payment of taxes for the fiscal year 2023-24. It gives a breakdown of enforced collection actions by category, and it provides a year-to-date total.

The Tax Collector will update these figures once each month, after each month's reconciliation process.

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	TAX	FEE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	TAX CLASSIFICATION	ACTION	Approved by CFO	Additional Explanation
Horton, James Michael	75164728	2023	3,550	3,550	(25.87)	(\$30.00)	(55.87)	*Situs error (illegal tax)	VTS	Approve	11/22/2023	
Transitioning Senior Consultants LLC	74369245	2023	51,025	48,530	(40.05)		(40.05)	Purchase price (appraisal appeal)	VTS	Approve	11/22/2023	
Tyler Goodridge DDS PLLC	3198798	2023	2,367	0	(43.63)		(43.63)	Double billed (illegal tax)	Personal	Approve	11/22/2023	Asset costs submitted twice by CPA firm
							\$ (139.55)	Total				
*Situs error: An incorrect rate code was used to calculate bill. Value remains constant but bill amount changes due to the change in specific tax rates applied to that physical location.												
Gap Bill: A property tax bill that covers the months between the expiration of a vehicle's registration and the renewal of that registration or the issuance of a new registration.												
The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.												
Approval of the release or refund of the principal tax amount also constitutes approval of the release or refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.												

11.20.2023

Memo

TO
Board of County
Commissioners



FROM
Dr. Shameka Y.
Fairbanks, Orange
County Office of
Equity and Inclusion
(OCOEI)

CC
Bonnie Hammersley

RE
Equity and Inclusion
update

ATTACHMENTS:
*OCOEI Community
Events

In June 2022 the County Manager charged to the Orange County Office of Equity and Inclusion (OCOEI), formerly the Human Relations office was to be a more cohesive unit, increase visibility and prioritize equity and inclusion in Orange County. We have started intentionally rebuilding and mapping out a path forward. In January 2023 the OCOEI adopted a new mission and vision statement. The Vision statement: *OCOEI rejects racism, discrimination, and injustice. Therefore, in acknowledgment of past harms, we strive to cultivate, impact, and unleash our collective responsibility to ensure no group of people bears the burden of inequity and exclusion in our community.* The Mission statement: *To promote policies, practices, and programming that create bridges, address disparities, and dismantle barriers throughout Orange County.* To begin a portion of the work we have had an equity listening session with staff, a strategy session with staff and a two-day DEI motivational training that focuses on “diversity from the inside out” method. As recently as last month, we sent out a short survey to gauge the current equity engagement or involvement at the divisional level.

Racial Equity/DEI Highlights:

- One Orange- Elected Officials Equity Training (October & November 2022)
- Equity Coffee and Chat (December 2022)
- Equity Strategy Session (February 2023)
- Racial Equity Employee Survey (May-June 2023)
- First ever, Juneteenth Celebration (Collaborative effort with Orange County Public Library)- (June 2023)
- Two-Day DEI Motivational Session (September 2023)
- One Orange- Racial Equity Dashboard (September 2023)
- DEI Internal Department Survey (October 2023)

One Orange Racial Equity Index Dashboard (link):

<https://experience.arcgis.com/experience/2b39cf29bcc644a7898f1474c053fb0e/>

Memo

OCOEI and community collaborators have done some exciting things in the last year. Attached is a full list of all the events, programs, initiatives that the staff has been involved in. We have convened the internal GARE and DEI groups. There are some initial priority areas to note from the strategy session.

Training & Organizational Capacity & DEI Committee

- Incorporate a training module that is available to all Orange County employees, "Introduction to Racial Equity."
- Ensure all top-level management has the training and incorporates some of the resources in their internal training plans.
- New Employee Orientation (NEO), new staff members will receive information about the training and must complete the module within the first six months of employment.

Racial Equity Community Engagement Committee

- Develop and implement a community engagement and outreach toolkit that promotes the equity goals of Orange County.
- Intentional methodologies to increase event awareness, but minimize duplication of efforts on projects and events, more collaboration.
- Increase visibility.

Commissioners, your continued support, financial backing and altruistic energy is truly appreciated as we continue to drive the mission and vision forward. Next steps are to collaborate with the Carolina Population Center to design a more user-friendly DEI dashboard, ensuring that it is aesthetically easier to view and understand the data-centric information. The Center staff will also assist in defining disparity ratios, glossary of terms, data charts and a more robust dashboard. We would like to begin this process in the winter/spring 2024, if we have the budget to implement this fiscal year.



Description: Listing of service, events, and program offerings provided and/or participated in by the Office of Equity & Inclusion beginning fiscal year 2022-23 through the present fiscal year.

Date	Title	Lead	Completed	Planned	Participated
	Strategic Planning Listening Sessions	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Saturday, August 27, 2023	Latin American Festival	El Centro Hispano	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sunday, September 18, 2022	La Fiesta del Pueblo	El Pueblo	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Saturday, November 12, 2022	HRC Retreat	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tuesday, December 6, 2022	Equity Leadership Team Meet & Greet	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Wednesday, December 7, 2022	Fair Housing Training (Housing Providers)	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Wednesday, December 14-16, 2022	Annual Holiday Toy Chest	Orange County Department of Social Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Saturday, January 28, 2023	Fair Housing Commissioner Training	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tuesday, January 31, 2023	OCOEI Internal Development Sessions	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tuesday, February 2, 2023	Black History Month: Community Canvas	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Thursday, February 2, 2023	Equity Leadership Team Strategy Session I	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Monday, February 6, 2023	OCOEI Internal Development Sessions	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tuesday, February 7, 2023	Black History Month: Read It & Reap (Between the World & Me by Ta-Nehisi Coates)	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Wednesday, February 8, 2023	HRC Orientation	Orange County Public Library	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Wednesday, February 15, 2023	Black History Month: My Name is Pauli Murray Film Screening	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Monday, February 20, 2023	OCOEI Internal Development Sessions	Orange County Department on Aging	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Thursday, February 23, 2023	Roots & Soul: Walking with Pauli Murray	Orange County Office of Equity & Inclusion Whistlestop Tours, Inc.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sunday, February 26, 2023	33rd Annual Pauli Murray Awards	Orange County Office of Equity & Inclusion Orange County Human Relations Commission	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Monday, February 27, 2023	Black History Month Storytime	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Monday, March 13, 2023	Roots & Soul: Walking with Pauli Murray	Orange County Office of Equity & Inclusion Whistlestop Tours, Inc.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tuesday, March 14, 2023	Women's History Month: Read & Reap (<i>Hidden Figures by Margo Lee Shetterly</i>)	Orange County Office of Equity & Inclusion Orange County Public Library	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tuesday, March 14, 2023	Women's History Month: Hidden Figures Film Screening	Orange County Office of Equity & Inclusion Orange County Public Library	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Wednesday, March 15, 2023	Black Wallstreet: The Price of Progress	Orange County Office of Equity & Inclusion Whistlestop Tours, Inc.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tuesday, March 17, 2023	OCOEI Internal Development Sessions	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Monday, April 3, 2023	Fair Housing Five & the Haunted House (Train-the-Trainer)	Louisiana Fair Housing Action Center	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tuesday, April 11, 2023	Letters from a Birmingham Jail Conversation	Orange County Office of Equity & Inclusion Orange County Public Library	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Wednesday, April 26, 2023	Fair Housing Training (Basics)	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sunday, April 30, 2023	23rd Annual Community Dinner	Community Dinner Coordinating Committee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Saturday, May 20, 2023	Be Well Community Resource Fair and Family Fun Day	Orange County Health Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Saturday, May 20, 2023	Latin Community Health Fair	Orange County Rape Crisis Center	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Monday, May 22, 2023	Building a Healthy Community Roundtable	Orange County Office of Equity & Inclusion Orange County Health Department	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

		Orange County Emergency Services			
		Orange County Housing Department			
Monday, June 10, 2023	Orgullo Latinx 2023	El Centro Hispano	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tuesday, June 13, 2023	AMA Latina Senior Group	Orange County Department on Aging	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		Orange County Office of Equity & Inclusion			
Saturday, June 17, 2023	Juneteenth Celebration	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		Orange County Public Library			
Tuesday, August 1, 2023	Housing Choice Game (Train-the-Trainer)	Louisiana Fair Housing Action Center	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Saturday, August 5, 2023	HRC Retreat	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tuesday, August 8, 2023	HRC Orientation	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Saturday, August 26, 2023	Rooted in Wellness Statewide Health Fair	North Carolina Black Alliance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Hannah Ruth Foundation			
Sunday, August 27, 2023	Latin American Festival	El Centro Hispano	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Monday, September 11, 2023	DEI Motivational	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tuesday, September 12, 2023	DEI Motivational	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sunday, September 17, 2023	La Fiesta del Pueblo	El Pueblo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Monday, September 18, 2023	OCOEI Internal Development Sessions	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Saturday, September 30, 2023	Fair Housing Commissioner Training	Orange County Office of Equity & Inclusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sunday, October 8, 2023	Parrish Festival: Kermes Parroquial	Holy Family Catholic Church	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Thursday, October 12, 2023	Fair Housing Training (Basics)	Orange County Housing Department	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Thursday, November 30, 2023	OCHRC Community Read: Escape from Slavery by Francis Bok	Orange County Human Relations Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		Orange County Office of Equity & Inclusion			
TBA	Fair Housing Training & Luncheon	Orange County Office of Equity & Inclusion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
TBA	OCHRC Community Conversation	Orange County Human Relations Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

		Orange County Office of Equity & Inclusion			
TBA	Annual Holiday Toy Chest	Orange County Department of Social Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TBA	Black History Month Programming	Orange County Office of Equity & Inclusion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sunday, February 25, 2024	34 th Annual Pauli Murray Awards	Orange County Human Relations Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		Orange County Office of Equity & Inclusion			
TBA	Women's History Month Programming	Orange County Office of Equity & Inclusion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Monday, March 4, 2024	Fair Housing Training (Basics)	Orange County Office of Equity & Inclusion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		Orange County Department on Aging			
TBA	Fair Housing Month Programming	Orange County Office of Equity & Inclusion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sunday, April 28, 2024	24 th Annual Community Dinner	Community Dinner Planning Committee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
TBA	Fair Housing Training (Housing Providers)	Orange County Office of Equity & Inclusion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Saturday, May 18, 2024	Youth Equity Summit	Orange County Office of Equity & Inclusion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Monday, June 17 – 21, 2024	Juneteenth/PRIDE Celebration Programming	Orange County Office of Equity & Inclusion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Monday, July 8, 2024 – Friday, August 16, 2024	Youth Equity Academy	Orange County Office of Equity & Inclusion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**SOLID WASTE MANAGEMENT
&
Fleet Services**

1207 Eubanks Road
Chapel Hill, NC 27516

Phone (919) 968-2788
Fax (919) 932-2900

Memorandum

To: Orange County Board of Commissioners
From: Robert Williams, Solid Waste & Fleet Services Director
Date: 11/17/2023
Re: Update on Waste and Recycling Center Consolidation

This memorandum is an update to the Board of County Commissioners on the Waste and Recycling Consolidation process.

Background:

The Bradshaw Quarry Road and Ferguson Road Waste and Recycling Centers are being considered for consolidation for two reasons. First, modernizing all Waste and Recycling Centers has been part of the Departments CIP since 2011. Both the Ferguson and Bradshaw Quarry sites have outgrown their physical boundaries. Ferguson is approximately 2 acres. Bradshaw is a little less than $\frac{3}{4}$ of an acre, presenting serious safety concerns for both employees and patrons of the site. In addition, both the Bradshaw and Ferguson sites are restricted by watershed protection standards limiting impervious surface. Pursuant to the UDO, impervious surface limits on previously developed sites are limited to current impervious surface amounts at each location, effectively preventing the improvements to either site.

This means to expand the impervious surface amounts, at either location, would require a minimum lot size of 5 acres.

Update:

Proposed lot lines have been marked on the Orange Grove Road property to assist with other evaluations of that location as a site for a consolidated collection center.

The Department has moved forward with having a Preliminary Traffic Investigation (“PTI”) conducted. Data gathered from the PTI will determine the average daily traffic count and growth rates for relevant roadway segments. With the collected data, a meeting with NCDOT will be held to discuss and finalize the scope and parameters of the proposed traffic study.

Environmental sampling was undertaken earlier this month to assess existing soil and groundwater conditions. The purpose of the assessment is to identify baseline soil and ground water conditions and evaluate potential impacts from the bio solid residuals spray irrigation. The assessment did not include sampling for PFAS. NCDEQ has not set maximum contamination

levels for PFAS. Sampling for PFAS will take place this month for OCSWM. Sampling for PFAS will take at operating and closed landfill sites.

On a concurrent basis, the Department is still considering other options, including looking for potential ways to expand on the existing sites and considering another site in the targeted service area. The Department has approached one additional property owner as to their interest in selling a portion of their property for the consolidated site. Those preliminary discussions are ongoing.