



**Orange County
Board of Commissioners**

Agenda

Virtual Business Meeting

December 7, 2020

7:00 p.m.

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

Due to current public health concerns, the Board of Commissioners is conducting a Virtual Business meeting on December 7, 2020. Members of the Board of Commissioners will be participating in the meeting remotely. As in prior meetings, members of the public will be able to view and listen to the meeting via live streaming video at orangecountync.gov/967/Meeting-Videos and on Orange County Gov-TV on channels 1301 or 97.6 (Spectrum Cable).

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

- Written submittals by email
- Speaking during the virtual meeting

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

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

Acknowledgment of Oaths of Office for Elected/Re-elected Board Members

Resolution of Commendation for Commissioner Mark Marcoplos

Resolution of Commendation for Commissioner Penny Rich

Board Organization

- a. Election of Chair and Vice-Chair

Special Presentation – Jaki Shelton Green

1. Additions or Changes to the Agenda

PUBLIC CHARGE

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

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



2. Public Comments (Limited to One Hour)

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

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

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

- b. Matters on the Printed Agenda

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

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

4. Proclamations/ Resolutions/ Special Presentations

- a. OWASA Update on Unpaid Bills
- b. Resolution in Support of Reparations for African American/Blacks

5. Public Hearings

6. Regular Agenda

- a. County Commissioners: Boards and Commissions Assignments
- b. Extension of 2021 Tax Listing Period

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. Applications for Property Tax Exemption/Exclusion
 - e. Advisory Boards and Commissions – Appointments
 - f. Approve a Construction Contract for the Main Building Roof Replacement of the Orange County Sportsplex Building
 - g. Memorandum of Agreement Renewal with Town of Hillsborough – Fairview Park
 - h. Proposed One-Year Extension to ABB's Inc.'s Incentive Performance Agreement Concerning the Company's Employment & Investment Target Dates
 - i. Request for Road Additions to the State Maintained Secondary Road System for River Stone Road and Running Cedar Lane in the Cabe Crossing Subdivision
 - j. First Reading: Emergency Services Franchise by Ordinance Priority Care Ambulance



- k. First Reading: Emergency Services Franchise by Ordinance UNC Campus EMS
- l. Board of Equalization and Review
- m. Orange County Arts Commission 2020-21 Annual Grant Recipients and 2020 Operations Support Grants
- n. Voluntary Agricultural District Designation: Multiple Farms

9. County Manager's Report

10. County Attorney's Report

11. *Appointments

12. Information Items

- November 17, 2020 BOCC Meeting Follow-up Actions List
- Tax Collector's Report – Numerical Analysis
- Tax Collector's Report – Measure of Enforced Collections
- Memorandum Regarding Further Regulation of Aggressive Dogs
- Survey Results for Stipend Pay for BOCC Participation on Statutory, Intergovernmental, and Other Boards

13. Closed Session

“Pursuant to G.S. § 143-318.11(a)(3) "to consult with an attorney retained by the Board in order to preserve the attorney-client privilege between the attorney and the Board.”

“To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee;” NCGS § 143-318.11(a)(6).

Approval of Closed Session Minutes.

14. Adjournment

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

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

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

Public Comment Instructions

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

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



When submitting the comment, include the following:

- The date of the meeting
- The agenda item (example: 5-a) you wish to comment on
- Your name, address, email and phone number

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

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

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

When submitting the request to speak, include the following:

- The date of the meeting
- The agenda item (example: 5-a) you wish to speak on
- Your name, address, email and phone number
- The phone number must be the number you plan to call in from if participating by phone

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

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

ORANGE COUNTY BOARD OF COMMISSIONERS

RESOLUTION OF COMMENDATION FOR COMMISSIONER MARK MARCOPLOS

WHEREAS, the residents of Orange County elected Mark Marcoplos to the Board of County Commissioners in 2016; and

WHEREAS, Commissioner Marcoplos has been a dedicated and effective public servant who has gained the respect of all who have known him in both the public and private sectors; and

WHEREAS, Commissioner Marcoplos has served the residents of Orange County regardless of geographic location faithfully and with honor, integrity and distinction for the past four years; and

WHEREAS, Commissioner Marcoplos has taken special interest and invested substantial effort in environmental protection, climate change, solid waste, public transit, and homelessness; and

WHEREAS, during his tenure as an Orange County Commissioner, Mark Marcoplos has served on many boards and commissions, including the Family Success Alliance, GoTriangle Board of Trustees, Durham Chapel Hill Carrboro Metropolitan Planning Organization, Durham Tech Community College Board of Trustees, Chatham Orange Work Group, Durham-Orange-Chapel Hill Work Group, Jordan Lake One Water, Orange County Climate Council, Legislative Issues Work Group, Solid Waste Advisory Group and Partnership to End Homelessness;

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Commissioners officially commends Mark Marcoplos for his hard work, dedication and exemplary service to the people of Orange County, and wishes him and his family the very best in their future endeavors.

BE IT FURTHER RESOLVED that this resolution be presented to Mark Marcoplos and that the Resolution be spread upon the minutes of this meeting.

This the 7th day of December 2020.

ORANGE COUNTY BOARD OF COMMISSIONERS

RESOLUTION OF COMMENDATION FOR COMMISSIONER PENNY RICH

WHEREAS, the residents of Orange County elected Penny Rich to the Board of County Commissioners in 2012; and re-elected her in 2016; and

WHEREAS, Commissioner Rich was elected Chair of the Board of Commissioners in 2018 and again in 2019; and Vice Chair in 2016 and 2017; and

WHEREAS, Commissioner Rich has served the residents of Orange County regardless of geographic location faithfully and with honor, integrity and distinction for the past eight years; and

WHEREAS, Commissioner Rich has always been mindful of the interests and concerns of Orange County residents and has brought new and innovative ideas to the Board of Commissioners while continually encouraging the Board and staff to think “outside of the box”; and

WHEREAS, during her tenure as an Orange County Commissioner, Penny has shared her talent for leadership and public service through her work on numerous boards and commissions, including the Orange County Visitors Bureau Board of Directors, Triangle Council of Government, NACo – Nation Association of County Commissioners Telecommunications and Technology Committee, Orange County Food Council, TARPO (Triangle Rural Area Planning Organization), Chatham Orange Work Group, Durham Orange Chapel Hill Work Group, School Collaboration Work Group, NCDOT Quarterly Work Group, Legislative Issues Work Group, Fire Chief’s Association of Orange County and Solid Waste Advisory Work Group;

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Commissioners officially commends Penny Rich for her hard work, dedication and exemplary service to the people of Orange County, and wishes her and her family the very best in their future endeavors.

BE IT FURTHER RESOLVED that this resolution be presented to Penny Rich and that the Resolution be spread upon the minutes of this meeting.

This the 7th day of December 2020.

Special Presentation – Jaki Shelton Green

Jaki Shelton Green, ninth Poet Laureate of North Carolina is the first African American and third woman to be appointed as the North Carolina Poet Laureate. She is a 2019 Academy of American Poet Laureate Fellow, 2014 NC Literary Hall of Fame Inductee, 2009 NC Piedmont Laureate appointment, 2003 recipient of the North Carolina Award for Literature. Jaki Shelton Green teaches Documentary Poetry at Duke University Center for Documentary Studies and has been named the 2021 Frank B. Hanes Writer in Residence at UNC Chapel Hill. Her publications include: *Dead on Arrival*, *Masks*, *Dead on Arrival and New Poems*, *Conjure Blues*, *singing a tree into dance*, *breath of the song*, *Feeding the Light*, *i want to undie you*. On Juneteenth 2020, she released her first LP, poetry album, *The River Speaks of Thirst*, produced by Soul City Sounds and Clearly Records. Jaki Shelton Green is the owner of *SistaWRITE* providing writing retreats for women writers in Sedona Arizona, Martha's Vineyard, Ocracoke North Carolina, Northern Morocco, and Tullamore Ireland.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

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

SUBJECT: OWASA Update on Unpaid Bills

DEPARTMENT: County Manager

ATTACHMENT(S):

November 17, 2020 Letter from OWASA
Board Chair Ray Dubose

INFORMATION CONTACT:

Bonnie Hammersley, County Manager,
245-2300
Todd Taylor, OWASA Executive
Director, 968-4421

PURPOSE: To receive a presentation and information from the Orange Water and Sewer Authority (OWASA) on impacts to customers during the COVID-19 pandemic.

BACKGROUND: At the October 20, 2020 BOCC Meeting Commissioner Mark Dorosin made a petition regarding the Board and OWASA to identify ways to assist residents experiencing back payments during COVID-19. A request was made to Executive Director, Todd Taylor to provide information to the Board at a future meeting.

The Orange County Emergency Housing Assistance fund provides rent and utility assistance to avoid shut offs and eviction using investments from the County and the Towns of Carrboro, Chapel Hill, and Hillsborough. Assistance is available to Orange County residents at or below 60% of Area Median Income and in 2020 has provided more than \$2 million in assistance to almost 900 County residents. Of that, \$17,502 was paid to OWASA to pay arrears and avoid shut offs.

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

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

ENVIRONMENTAL IMPACT: There is no environmental impact associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board receive the presentation as information and provide any feedback as necessary.



Orange Water and Sewer Authority

OWASA is Carrboro-Chapel Hill's not-for-profit public service agency delivering high quality water, wastewater, and reclaimed water services.

DATE: November 17, 2020

TO: Orange County Board of County Commissioners

FROM: Ray DuBose, P.E., Chair of the OWASA Board of Directors

SUBJECT: Customer Assistance for OWASA Bills

The COVID-19 pandemic has had significant impacts on the physical and economic health of our community. During this time, as always, the Orange Water and Sewer Authority (OWASA) takes our responsibility to protect public health and support a vibrant economy in Carrboro, Chapel Hill, and southern Orange County through the provision of high-quality, reliable, and affordable water and wastewater service very seriously.

OWASA is a not-for-profit, community-owned water, wastewater, and reclaimed water utility. Our investments in water and wastewater infrastructure are not supported by taxes nor federal grants: only rates and fees paid by customers for services. We are required by law to reinvest the rates and fees paid by our customers directly into the treatment plants, pipes, and people that will serve our community for years to come. We constantly strive to balance the need to invest in the community's water and wastewater infrastructure and to maintain affordable rates. This year, maintaining that balance has been more difficult.

This memo provides an overview of OWASA's temporary suspension of service disconnections, the extent and impact of this action, and opportunities that we are supporting and pursuing to assist customers in need. We are grateful for Orange County's partnership in helping us meet this need in our community.

Temporary Suspension of Standard Collection Practices

On March 12, 2020, in the early days of our pandemic response, OWASA proactively suspended disconnections for non-payment. Nineteen days later, Governor Cooper issued Executive Order 124, ordering all utilities to suspend disconnection for non-payment through the end of May 2020. This order was extended through July 29, 2020, with Executive Order 142. Given that the County was still under a declared State of Emergency (and remains so through at December 31, 2020), OWASA chose to carry on with our temporary suspension of standard collection practices beyond the executive order and we are currently not disconnecting for non-payment. We do not plan to resume standard collection practices until early 2021, at the soonest. We are closely

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monitoring our finances, as well as the County's declaration of a State of Emergency, to inform our decision making on when to resume standard collection practices.

Under OWASA's standard collection practices, customers are eligible for disconnection after the due date of the second, concurrent missed payment. When OWASA resumes standard collection practices, the calendar will re-start for customer payments. In other words, the earliest that a service would be disconnected for non-payment would be two months after resuming standard collection practices. Moreover, we will provide at least 30 days' notice from our decision to resume standard collection practices to the time at which they will begin. This pacing will provide customers time to establish a payment plan and/or identify outside funding for bill assistance if needed.

Extent of Past Due Accounts and Customer Communication

As of the date of this memo, there are 927 accounts that are past due on their OWASA bill. This is more than twice as many than were past due on March 12, 2020. Collectively, the total past due to OWASA is over \$280,000. There currently are 526 households that are more than 60 days past due. The average amount past due for these households is \$259. Under standard collection practices, these households would be eligible for service disconnection.

Throughout the year, OWASA has maintained regular communications with our past-due customers via email, mail, and phone calls. We have let them know the amount of their past due bills, where to find utility bill assistance, and what to expect in terms of OWASA's resumption of standard collection practices.

OWASA's Available Means to Assist

OWASA is utilizing all means available to assist our customers.

In acknowledgement of the significant financial impact of the COVID-19 crisis on our community, the OWASA Board of Directors approved a budget for Fiscal Year 2021 that did not increase rates for the services we provide. Prior to the crisis, OWASA staff projected that a 5% increase would be needed to continue to support OWASA's employee compensation program and to support our long-term program to renew and replace aging infrastructure. Eliminating compensation adjustments for our employees and deferring investments in our community's utility infrastructure is not a sustainable solution, but it was important to the Board and our community to mitigate any additional financial stress on our customers.

The decision to postpone any rate increase presents significant financial challenges for OWASA. With the dramatic decrease of activity at UNC-Chapel Hill, which typically makes up about one-third of our water demands, OWASA's revenues have been about 12% below normal since April 2020. When budgeting for the year, we planned for reduced demand in the first six months of the

Customer Assistance for OWASA Bills

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fiscal year (July 2020 through December 2020) and assumed that demands would rebound in 2021. Unfortunately, we assumed incorrectly as the pandemic is now projected to extend well into 2021. Thus, revenues will continue to be below normal, and we have been cautiously anticipating this in our routine expenditures.

As we look forward to Fiscal Year 2022, it will be increasingly detrimental to the quality and reliability of water and wastewater services to not raise rates. As such, it will be imperative to enhance and expand other means of assisting those who need it most with paying their utility bills.

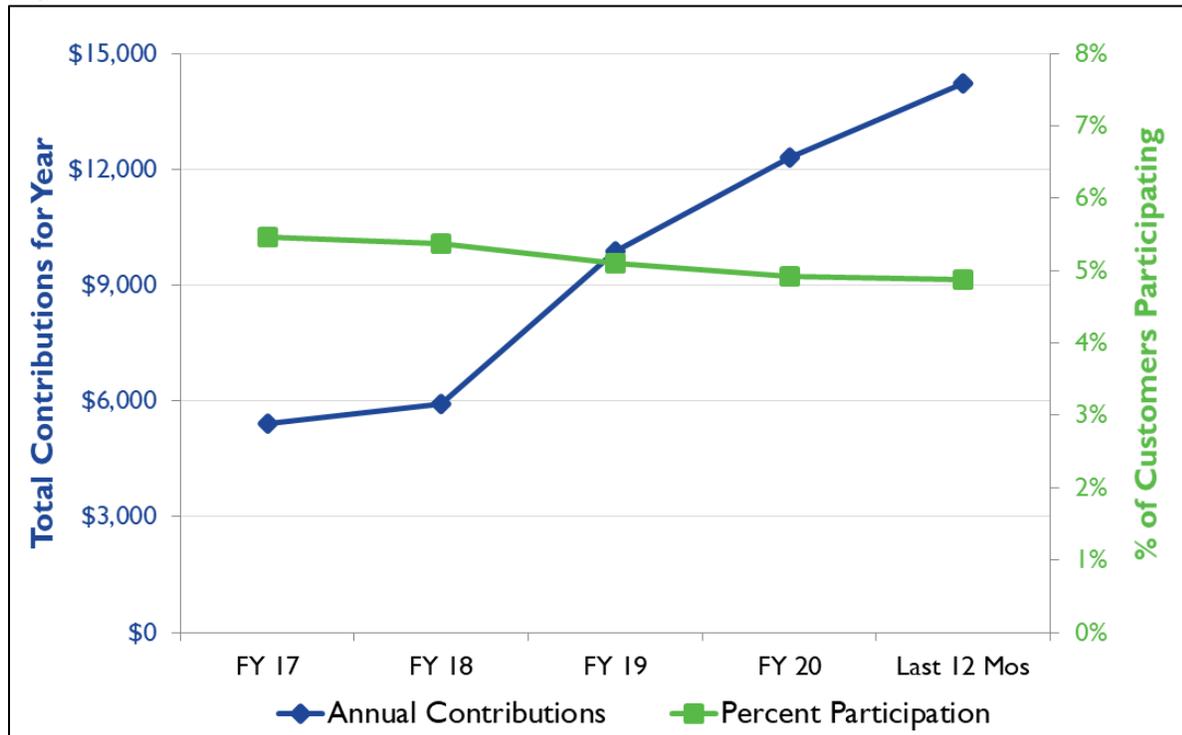
Our suspension of service disconnection for non-payment is not a sustainable strategy for OWASA, nor for the customers with growing balances. Most of our utility neighbors have resumed standard collection practices. Our delay is related to the overall State of Emergency in our County. Meanwhile, the debt owed by customers with past due balances has grown. Unfortunately, we are not able to discount or waive rates and fees due a customer's ability to pay. State law does not allow OWASA to pay off customer debt with reserves or any revenue collected from rates, fees, or charges.

We are working to raise contributions to our Care to Share water bill assistance program, support state and federal grants for utility bill assistance, and establish an extended payment plan to allow customers time to pay their past due balances free of interest and fees.

Care to Share: Donor-Supported Customer Assistance Program

Our community has one of the first customer-assistance programs in the state (established in 1997). The Inter-Faith Council for Social Service has been our partner in administering Care to Share funds since the beginning of the program. Through the Care to Share program, residents can request financial assistance to pay their OWASA bill or rent if utilities are included. There is no official income eligibility for Care to Share funds. Recently, we have worked with the IFC to develop a streamlined referral process from OWASA customer service to the IFC for Care to Share assistance.

The Care to Share program is funded 100% by donations. Last month, nearly 1,000 members of our community donated over \$1,400 through on-bill donations to help their neighbors pay for water utility bills. Current donations are at an all-time high (Figure 1). Over the past three years, on-bill donations have nearly tripled. This is the result of increased promotion of the program by OWASA and local elected officials through the annual Care to Share Day (celebrated on November 19 this year) and Giving Tuesday Now (a COVID-19 fundraiser) campaigns, as well as a focused campaign to encourage contributors to consider an increase in their monthly donations.

Figure 1: Historical Trends in Care to Share On-Bill Donations

We are encouraged and inspired by this increase in donations. Unfortunately, current Care to Share donations will only cover a small fraction of the need.

Additional Assistance Available to Customers

In addition to the Care to Share program, OWASA is grateful for utility bill support provided by community, local government, state, and federal funds. Given OWASA's legal limitations on the use of rate payer funds, this type of funding is critical to meeting community need while assuring that the reliability and resiliency of the community's water system is maintained.

For the past five years, OWASA has actively sought opportunities to work with community partners to address the affordability of our services through our Affordability Outreach Program. It is the intention of this program to address long-term affordability issues through water conservation, water efficiency, and collaboration with community partners. This has taken the shape of co-sponsored programming, as well as support for complementary efforts.

Most recently, we have and will provide support for applications for grant funding. We wrote a letter to NC state legislators supporting state funding for utility assistance (House Bill 1200). We have also written letters of support for Orange County's and the Town of Carrboro's applications for Community Development Block Grant – Coronavirus (CDBG-CV) funding.

Next Steps

As the state and community settle into the new normal of the pandemic, OWASA prepares to resume standard collection practices. This will not be an easy transition. We are closely monitoring our finances, as well as the County's declaration of a State of Emergency to inform our decision making on when to resume standard collection practices.

We intend to provide at least 30 days' notice to customers with past-due balances before resuming standard collection practices, after which a customer will have two months to pay their bill and/or establish an interest-free, fee-free payment plan with OWASA. OWASA will be offering extended (at least up to 18-month payment plans) for customers. We will proactively reach out to customers to encourage them to work with us on payment plans and to connect them to utility bill assistance funding.

OWASA remains committed to the affordability of our services for all customers while maintaining the reliability and resiliency of the water and wastewater system. We are grateful for Orange County's ongoing efforts to provide assistance and welcome the opportunity to collaborate to assist those in our community who need utility bill assistance.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

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

SUBJECT: Resolution in Support of Reparations for African American/Blacks

DEPARTMENT: County Commissioners/
Human Rights and Relations

ATTACHMENT(S):

Resolution in Support of Reparation for
African Americans/Blacks

INFORMATION CONTACT:

Commissioner Renee Price
(919) 245-2130
Annette Moore, (919) 245-2317

PURPOSE: Resolution in Support of Reparation for African American/Blacks on the 155th Anniversary of the 13th Amendment.

BACKGROUND: The first unfree Africans arrived in the English Colony of Virginia in August 1619. This period marked the beginning in American history, where people of African descent were forcibly taken from their homeland, transported to the American colonies, and committed to lifelong slavery. On December 6, we mark the 155th Anniversary of the ratification of the 13th Amendment to the United States Constitution, which abolished slavery in the United States. After ratification in 1865, the immediate impact of the 13th Amendment was to stop chattel slavery in the southern states and involuntary servitude that had increased after the civil war in the South and southwestern states. Section 2 of the 13th Amendment further authorized Congress to "enforce" the ban on slavery and indentured servitude and passing "appropriate legislation."

Since the passage of the 13th Amendment, Congress has passed direct legislation banning involuntary servitude. In 1883, the Supreme Court interpreted Section 2 as "empower[ing] Congress to do more" than pass direct enforcement legislation. The Supreme Court indicated Congress should "pass all laws necessary and proper for abolishing all badges and incidents of slavery in the United States." *The Civil Rights Cases, 109 U.S. 3, 20 (1883)*. Congress has used the 13th Amendment to enact civil rights laws that target the badges and incidents of slavery by prohibiting public and private racial discrimination in areas such as contracting, housing, and hate crimes.

The Supreme Court in *The Civil Rights Cases* found that the 13th Amendment promised the freed slaves "universal civil and political freedom." The Supreme Court determined Congress was to use appropriate legislative concepts to assist freed slaves in fulfilling the promise of universal civil and political freedom and passing all laws necessary and proper for abolishing all

badges and incidents of slavery. The 13th Amendment was enacted to free Black people from slavery and servitude and deputize Congress to fulfill the Amendment's promises. The pledge given freed slaves was that they would receive the full complement of federal civil rights and protections to fully enjoy citizenship denied to them at this Country's inception. This promise was confirmed by the Supreme Court in the *Civil Rights Cases* in 1883, but yet continues today to be an unfulfilled promise of the full complement of rights of citizenship.

After the emancipation of slaves, governments were more concerned with providing compensation to former slave owners for losing their "human property" rather than ensuring the rights of freed slaves. In 1865, General Sherman's Field Order No. 15 divided abandoned and confiscated plantations in South Carolina and low country South Carolina into 40 acres lots. The newly freed slaves were given a lot along with a mule. Later the policy was rescinded by Andrew Johnson, and the land returned to former slave owners. Southern Reconstruction was quickly overtaken by "Redemption" led by White Liners, Red Shirts, and Klansmen bent on subjecting freed blacks to racial terror, including lynching, to keep them in their place. Federal Union troops withdrew from the South in 1877, leaving the black citizens to fend for themselves as they had to navigate racial terrorism and governmental laws that allowed them to be segregated, disenfranchised, and held for debt peonage, convict leasing, and in semi-servitude. We see the vestiges of racial terror as the world watched George Floyd die with a knee on his neck.

The government has enacted laws that have disenfranchised Black citizens not only politically and socially but also economically. Roosevelt's omnibus programs, passed under the Social Security Act of 1935, was drafted in race-neutral ways that disenfranchised a majority of Black citizens. Congress enacted the Social Security legislation, leaving out farmworkers and domestics; nationally, 65% of black people were disenfranchised, and 70-80% of those Blacks people lived in the South.¹ The Federal Housing Administration ("FHA") was created in 1930 to assist average Americans purchasing homes. The FHA underwriters warned realtors that even one or two non-white in the suburbs could undermine the property values. In the 1930s, the federal government then institutionalized a nationalized appraisal system that used race as a factor in real property assessments. Between 1934 and 1962, the federal government underwrote 120 billion dollars in new housing loans; less than 2% of those dollars went to non-whites.

Consequently, many Blacks veterans returning from the wars couldn't benefit from the GI Bills VA loans. Redlining, blockbusting, restrictive covenants, predatory contract sales practices all served to deprive blacks of building economic wealth and kept neighborhoods racially segregated. Today, the average net worth of white families and black families continues to be disproportionate.

Staff is requesting a Resolution in support of Reparation for African American/Black People as a way forward to address and redress the promise that should have been made to the unfreed slaves by the Constitution of the United States "that all men are created equal." Staff is further requesting the Board to support the Resolution because reparation fulfills the promise made in 1865 by the 13th Amendment for the government to use its authority to remove all badges and incidents of slavery so that black people can enjoy the full complements of rights of citizenship.

¹ Coates, Te-Nehisi, "The Case for Reparations," June 2014, https://www.theatlantic.com/magazine/archive/2014/06/the-case-for-reparations/361631/?gclid=CjwKCAiA-L9BRBQEiwA-bm5fvBR9e6GgHXvtQq8eNRYAdZwOYqd3c1ySpS6SbN6Esx1gdhsCyyYYhoCzwwQAavD_BwE, accessed November 25, 2020.

FINANCIAL IMPACT: There is no financial impact associated with adopting the resolution.

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: ENABLE FULL CIVIC PARTICIPATION**

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

ENVIRONMENTAL IMPACT: There is no environmental impact.

RECOMMENDATION(S): The Manager recommends that the Board approve the Resolution.

RES-2020-073

**ORANGE OCOUNTY BOARD OF COMMISSIONERS
RESOLUTION IN SUPPORT OF REPARATIONS FOR BLACK/AFRICAN
AMERICANS**

WHEREAS, on December 6, 1865, the United States Congress ratified the 13th Amendment to the Constitution thus abolishing slavery in the United States, stating: “Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction”; and

WHEREAS, the 13th Amendment, along with subsequent Constitutional Amendments, civil rights legislation and voting rights acts have sought to recognize and establish equality for people of the Black African diaspora who had been unjustly enslaved and oppressed prior to and since the founding of the United States of America; and

WHEREAS, Black/African Americans nevertheless have been segregated, marginalized, disenfranchised, wrongfully incarcerated and lynched through intentional policies and practices including Jim Crow laws, racial terror and the exception clause in the 13th Amendment; and

WHEREAS, Black/African Americans have been denied equal access to education and skills development, healthcare, housing, mortgages, neighborhoods, job opportunities and advancement, government grant and loan programs for farms and businesses, and equal rights and equal protections under the law; and

WHEREAS, since the desegregation of schools, Black/African American students still are denied access to quality learning, are directed away from advanced courses, and face disciplinary actions at a disproportionate rate from white counterparts; and

WHEREAS, as evidenced in morbidity/mortality rates, Black/African Americans received and still receive inadequate and sometimes detrimental healthcare and biased treatment by medical professionals; and

WHEREAS, Black/African Americans have been and continue to be unjustly targeted, mistreated and abused by law enforcement and the criminal justice system; and

WHEREAS, systemic racism in America, which originated over 400 years ago and has evolved and persists to the present day, has manifested itself as a specific trauma within Black/African Americans and the Black experience, and has affected American society as a whole;

NOW THEREFORE BE IT RESOLVED, that the Orange County Board of County Commissioners, on behalf of the people of Orange County, affirms the dignity and humanity of all people, regardless of race, ethnicity, national origin, sexual orientation, gender identity, religion or creed; and

BE IT RESOLVED, that Orange County apologizes for its role in the enslavement of Black/African American people, its enforcement of segregation, its promotion of prejudicial policies, and its implementation of discriminatory and detrimental practices and procedures; and

BE IT FURTHER RESOLVED, that the Orange County Board of County Commissioners hereby is committed to working toward the elimination of racial bias and individual racism, the dismantling of

institutional racism and the eradication of structural racism; and

BE IT FURTHER RESOLVED, that the Orange County Board of County Commissioners will support and augment the work of the One Orange Government Alliance on Race & Equity [GARE] Team; and

BE IT FURTHER RESOLVED, that the Orange County Board of County Commissioners will proceed to collaborate with schools boards, county departments, governmental agencies, private entities and financial institutions with the express purpose of investing in our Black/African American students and their families, investing in Black-owned farms and businesses, investing in Black/African American workers and investing in communities of color as first steps in providing long overdue reparations for the centuries of suffering, loss, anguish, injustice and trauma inflicted upon Black/African American women, men and children; and

BE IT MOREOVER RESOLVED, that the Orange County Board of County Commissioners shall forward this resolution to the Governor of North Carolina, the North Carolina General Assembly, the Orange County Delegation to the US House of Representatives, and the North Carolina Members of the United States Senate.

Signed this 7th day of December 2020.

1. Directs the County Manager to give, at a minimum, a bi-annual update to the Board of County Commissioners on the progress of work performed as it relates to this resolution.
2. Calls on the State of North Carolina to begin policy making and enact a program to allocate funding for reparations to governments at the local level.
3. Calls on the federal government to work toward the immediate enactment of the following policies:
 - a. A program to provide reparations to the descendants of enslaved Africans sufficient to eliminate the racial wealth gap.
 - b. A program to provide a universal basic income to all citizens sufficient to meet each person's basic needs.
 - c. An increase in the federal minimum wage to \$15/hr. or higher, with regular increases to account for increases in cost of living and inflation.

BE IT FURTHER RESOLVED that the Town of Carrboro requests that the Town Clerk send copies of this resolution to N.C. House Speaker Tim Moore, N.C. Senate President Pro Tempore Phil Berger, U.S. Rep. David Price, U.S. Senator Thom Tillis, and U.S. Senator Richard Burr.

This is the 7th day of December, 2020.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

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

SUBJECT: County Commissioners: Boards and Commissions Assignments

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):

Attachment 1 – Current Policy Governing
the Selection Process of
BOCC Boards/
Commissions Assignments
Attachment 2 – Selection Process Guide
Attachment 3 – Current Boards and
Commissions Listing

INFORMATION CONTACT:

Clerk's Office, 245-2130

PURPOSE: To consider selecting the Boards and Commissions on which Board members would like to serve during 2021.

BACKGROUND: BOCC members serve on various County and County-related boards and commissions. On an annual basis, BOCC members indicate their desire to continue serving on specific boards or commissions or their desire to make changes.

Attachment 1 – Current Policy Governing the Selection Process of BOCC Boards/ Commissions Assignments
Attachment 2 – Selection Process Guide
Attachment 3 – Current Board and Commissions Listing

FINANCIAL IMPACT: There are no financial impacts associated with this item.

SOCIAL JUSTICE GOAL: There are no Orange County Social Justice Goals 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 discuss and select the Boards and Commissions on which Board members would like to serve, and formally approve the Board assignments if appropriate, or direct the Clerk to finalize the list and schedule the assignments for final approval at the Board's December 15, 2020 Business meeting.

Process Governing the Selection Process of BOCC Boards/Commissions Assignments

1. One "Save" in order of seniority (choosing one board that they currently serve on and service as an officer is not an automatic exemption):
 - If a "Save" is skipped by a BOCC member
 - The save process continues through the remaining BOCC members
 - Then, by seniority, the members who skipped are allowed one pick so that each BOCC member has one position.
 - Appointments to regional boards are limited to four -1 year terms
 - Appointments to intra-county boards are limited to two -1 year terms

The round robin process will continue as in the past below:

2. The junior member will then pick one board first in the first round and then least senior members of the Board will choose one board on which to serve
3. In the second round, the senior member will pick first, and then the other senior members to the least senior member will pick
4. And then it is back to the junior member.....

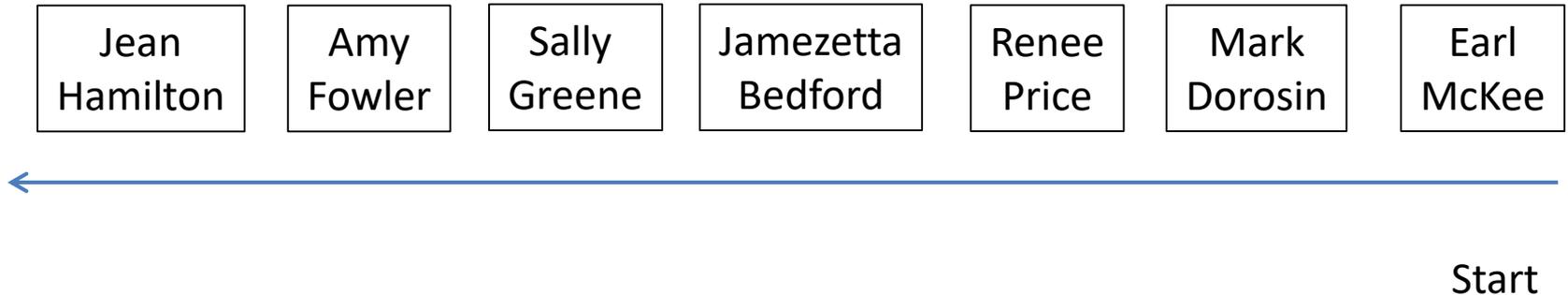
Attachment 2

BOCC Advisory Board Representatives Selection Process

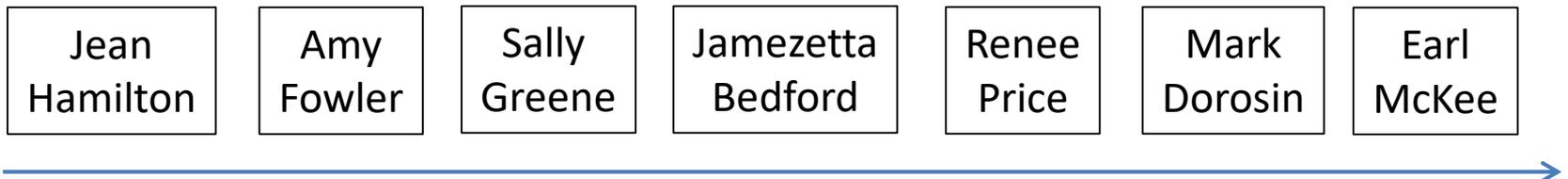
Seated BOCC Members

- One “Save” in order of seniority
- If a “Save” is skipped by a BOCC member
 - The save process continues through the remaining BOCC members
 - Then, by seniority, the members who skipped are allowed one pick so that each BOCC member has one position.
- Regional Boards – no more than 4 years
- Intra-County Boards – no more than 2 years

Save Order by Seniority



Selection Order – Reverse Seniority⁶ (after save)



BOARD NAME	MEETING DATE	BOCC MEMBER	BOCC Member Serving 2020	BOCC Member Serving 2021
STATUTORY				
ABC Board	Monthly, Third Tues 8:30 AM-ABC offices in Hillsborough	Commissioner Not Required (non-voting member) Intra-county	Commissioner Dorosin (Potentially Serve Dec 2019 through Dec 2021)	
Board of Health	Monthly, Typically Fourth Wed 7:00 PM-at Health Dept in Hillsborough	1 Commissioner Required Intra-county	Commissioner McKee (Two Year service ends Dec 2020)	
Board of Social Services	Monthly, Third Monday- 4:00 PM at DSS offices in Hillsborough	2 appointees (one citizen) Commissioner not required but usually a Commissioner serves -Intra-county	Commissioner Bedford (Two Year service ends Dec 2020)	
Cardinal Innovations County Commissioner Advisory Board	TBD	Regional	Commissioner Price (Potentially Serve Dec 2018 through Dec 2022)	

INTERGOVERNMENTAL and OTHER GROUPS WITH BOCC MEMBERS				
Burlington/Graham MPO Transportation Advisory Committee	6x/year-(or more as needed) Tuesdays at 5pm in Burlington	Requires 1 Commissioner member 1 Alternate Commissioner Regional	Commissioner Bedford – Member (Potentially Serve Dec 2018 through Dec 2022) Commissioner Marcoplos - Alternate (2020-2024)	
Cardinal Regional Health Council			Commissioner Bedford	
Chatham Orange Joint Planning Task Force	3x/year-alternates between Orange County and Chatham County	2 Commissioners Regional	Commissioner Dorosin - Member (Potentially Serve Dec 2019 through Dec 2023) Commissioner McKee – Alternate (Potentially Serve Dec 2019 through Dec 2023)	
Chapel Hill/Carrboro Chamber of Commerce	Monthly Third Thursdays at 8:30am at Chamber	1 BOCC member Intra-county	Commissioner McKee (Two Year service ends Dec 2020)	
Climate Committee	TBD	1 BOCC member Intra-county	Commissioner Marcoplos (2019-2021)	

Community Home Trust BOD	Monthly-2 nd Thursdays at 6pm at CHT office	1 Commissioner Required Intra-county	Commissioner Greene (Potentially Serve Dec 2019 through Dec 2021)	
Durham- Chapel Hill – Carrboro Metropolitan Planning Organization (MPO)- Transportation Advisory Committee (DCHC-MPO)	Monthly- 2 nd Monday at 9am in Durham	1 Commissioner 1 Commissioner Alternate Regional	Commissioner Price – member (Potentially Serve Dec 2018 through Dec 2022) Chair Rich – Alternate (2019-2023)	
Durham- Orange- Chapel Hill Work Group	Quarterly- at noon - rotates locations- Durham/ Chapel Hill/Orange County	2 BOCC Members Regional	Commissioner Greene (Potentially Serve Dec 2019 through Dec 2023) Commissioner Marcoplos (2019-2023)	
Durham Tech Board of Trustees	6x/per year- usually 4 th Tuesday of month at 4-6pm (locations move about) Plus there are committee meetings	2 Appointees– one Commissioner Regional One resident- already appointed	Commissioner Dorosin (Potentially Serve Dec 2019 through Dec 2023)	

Family Success Alliance	Meets 6x per year-1-3pm Alternates – northern and southern Orange County	2 Commissioners Intra-county-	Commissioner Greene (Potentially Serve Dec 2019 through Dec 2021) Commissioner Bedford (Potentially Serve Dec 2019 through Dec 2021)	
Fire Chief's Association of Orange County	Bi-monthly – first Weds.- 7pm	Commissioner not required as member – but can attend as guest(s) Intra-county	Chair Rich (2020-2022)	
Food Council	Meets 1/x per Month (usually the 1 st Monday at 4:00) Alternates between Chapel Hill and Hillsborough	1 Commissioner Intra-county	Commissioner McKee (Potentially Serve Dec 2019 through Dec 2021)	
Go Triangle Board of Trustees	Monthly 3 rd Wed-12pm in Durham	1 Commissioner Regional	Commissioner Marcoplos (2019-2023)	
Go Triangle Special Tax Board	Meets every January (more often if needed) in Durham at GoT office	2 Commissioners required Regional	Commissioner McKee (Potentially Serve Dec 2019 through Dec 2023) Commissioner Price (Potentially Serve Dec 2018 through Dec 2022)	

Go Triangle Transit Advisory Committee-	6x per year (assuming they will meet at Go T offices)	1 Board of County Commissioners Liaison Regional	Commissioner Bedford (Potentially Serve Dec 2019 through Dec 2023)	
Healthy Carolinians	Meets quarterly (3 rd Thursdays at 8:30am)	Commissioner not required –often same BOCC Member as on the Board of Health Intra- county	Commissioner Price (Potentially Serve Dec 2019 through Dec 2021)	
Orange County Local Government Affordable Housing Collaborative (the Collaborative)	Quarterly	1 Commissioner Required Intra-county	Commissioner Dorosin (Two Year service ends Dec 2020)	
Intergovernmental Parks Work Group	Meets 2-3 times per year at 5:30pm-on Wed. at SHSC	1 Commissioner Member 1 Alternate Commissioner Intra-county	Commissioner McKee – member (Two Year service ends Dec 2020) Commissioner Dorosin – alternate (Potentially Serve Dec 2019 through Dec 2021)	

Joint Public Safety Training Facility Work Group	Meets as needed at ES	2 Commissioners Intra-county	Commissioner Price (Two Year service ends Dec 2020) Commissioner Marcoplos (2020-2022)	
Jordan Lake One Water Association-Elected Officials	Meets the third Wednesday of every other month from 9:00 AM to 11:00 AM at TJCOG	1 Commissioner Regional	Commissioner Marcoplos (2019-2023)	
Justice Advisory Council	Quarterly (Friday afternoons-3:30pm) in Hillsborough	2 Commissioners Intra-county	Commissioner Greene (Two Year service ends Dec 2020) Commissioner Price (Potentially Serve Dec 2019 through Dec 2021)	
JCPC (Orange County Juvenile Crime Prevention Council)	Meets 6-7x per year (every other month) Fridays at noon	1 Commissioner Intra-county	Commissioner Bedford (Potentially Serve Dec 2019 through Dec 2021)	
LIWG (Legislative Issues Work Group)	Meets as needed	2 Commissioners Term - one year	Chair Rich (2020) Commissioner Dorosin (2020)	

NACo Voting Delegate		1 Commissioner Required	Chair Rich (2020)	
NCACC Voting Delegate		1 Commissioner Required May have alternate	Commissioner Bedford (2020)	
N/S BRT (North/South Bus Rapid Transit) policy committee	As needed	1 Commissioner Intra-county	Commissioner Price (Potentially Serve Dec 2019 through Dec 2021)	
Orange Co Behavioral Health Task Force	Every other month 3:30-5pm Hillsborough Hospital	1 Commissioner (IntraCounty)	Commissioner Bedford (Two Year service ends Dec 2020)	
Orange County Partnership for Young Children	Bi-monthly- Last Wednesday-at 8:30am- alternates – Chapel Hill/ Hillsborough	1 Commissioner Intra-county	Commissioner Bedford (Two Year service ends Dec 2020)	
Partnership to End Homelessness	Monthly-3 rd Mondays	1 Commissioner	Commissioner Greene (Two Year service ends Dec 2020)	
Piedmont Food And Agricultural Processing (PFAP) Center	5-6 times per year	1 Commissioner Regional	Commissioner Marcoplos (2020-2024)	

Small Business Loan Program	Meets as needed to vet applications received (7:30am on Fridays)	1 Commissioner Intra-county	Chair Rich (2020-2022)	
Solid Waste Advisory Group (SWAG)	Meets as needed	2 Commissioners Intra-county	Commissioner Marcoplos (2019-2021) Chair Rich (2019-2021)	
Strategic Communications Work Group	Meets as needed	2 Commissioners Commissioners (internal)	Commissioner Dorosin (Potentially Serve Dec 2019 through Dec 2021) Chair Rich (2020-2022)	
Transit Planning Committee	Meets as needed	2 Commissioners Intra-local	Commissioner Greene (Potentially Serve Dec 2019 through Dec 2023) Commissioner Marcoplos (2020-2024)	
Triangle Area Rural Planning Organization (TARPO) Transportation Advisory Committee	Bi-monthly-meetings at 12pm, alternates counties –Lee and Chatham	1 Commissioner Member 1 Alternate Commissioner Regional	Commissioner Greene (Potentially Serve Dec 2018 through Dec 2022) Commissioner Marcoplos (2019-2023)	

TJCOG	Meet 1x per month- Last Wednesday 6pm-	1 Commissioner 1 Alternate Regional	Commissioner Greene – member (Potentially Serve Dec 2018 through Dec 2022) Chair Rich – alternate (2019-2023)	
Upper Neuse River Basin Association	Bi- monthly at 9:30am- 12:00pm (meets in Butner)	One Director Position Two Alternate Positions Regional	Commissioner Greene – member (Potentially Serve Dec 2018 through Dec 2022) Commissioner Bedford – alternate (Potentially Serve Dec 2019 through Dec 2023)	
Workforce Development Board – Regional Partnership	Meets monthly in various counties-	Does not require a Commissioner- usually has been 1 Non-Voting Liaison	Nancy Coston	
Visitor's Bureau	8:00 am third Wed., monthly, no meeting in July/December	1 Commissioner Required Intra-county	Commissioner Bedford (Potentially Serve Dec 2019 through Dec 2021)	

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

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

SUBJECT: Extension of 2021 Tax Listing Period

DEPARTMENT: Tax Administration

ATTACHMENT(S):

Resolution
North Carolina General Statute 105-307

INFORMATION CONTACT:

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

PURPOSE: To consider extending the 2021 Tax Listing Period until February 28, 2021 and approving a resolution for the extension.

BACKGROUND: North Carolina General Statute 105-307(a) establishes that the annual tax listing period begins on the first business day of January and ends on January 31. It also allows for the County Board of Commissioners to extend the time during which property is to be listed for taxation by resolution.

Due to current public health concerns related to the COVID-19 Pandemic, the Tax Administration office doors are currently closed, the number of staff in the office is kept to approximately half, and taxpayer entrance is limited to ensure that we help mitigate the spread of the virus. Because of this, we anticipate that taxpayers will need additional time to obtain assistance with completing and with submitting their 2021 listing forms.

For those who do not intend to visit the office for assistance, staff is available by phone, email, regular mail and chat. As always, the listing forms may be mailed and may be placed in the drop box located outside the main entrance to the Tax Office in Hillsborough.

Each year there is a significant number of taxpayers who request in-person assistance to complete the forms. The number of in-person visits averages 20 per day for the month of January. In addition, on average, 20 people per day drop off the forms, and although a lengthy visit is not required, they do request that their form be reviewed when submitting it. For 2021, we anticipate that the requests for in-person assistance will increase, especially for businesses whose day-to-day activities have been altered significantly by the impact of the pandemic. To ensure that we are able to provide assistance to all taxpayers who indicate a need, and keep staff and taxpayers as safe as we can, we are requesting that the tax listing period be extended.

FINANCIAL IMPACT: There is no Orange County 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 that the Board approve the attached resolution extending the 2021 tax listing period until February 28, 2021.

NORTH CAROLINA

ORANGE COUNTY

EXTENSION OF TAX LISTING PERIOD RESOLUTION (Approval)

Whereas, North Carolina General Statutes 105-307(b) allows the Board of County Commissioners to extend the time during which property is to be listed for taxation for up to 60 additional days in a revaluation year; and

Whereas, the Board has found it reasonable and prudent to extend this period for 2021.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COUNTY

COMMISSIONERS OF ORANGE COUNTY THAT the time during which property is to be listed for taxation in 2021 be extended until February 28, 2021.

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

Ayes: Commissioners _____

Noes: _____

I, Greg Wilder, Interim 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 regular meeting of said Board held on _____, said record having been made in the Minute Book of the minutes of said Board, and is a true copy of so much of said proceedings of said Board as relates in any way to the passage of the resolution described in said proceedings.

WITNESS my hand and the corporate seal of said County, this _____ day of _____, 2020.

Clerk to the Board of Commissioners

§ 105-307. Length of listing period; extension; preliminary work.

(a) Listing Period. - Unless extended as provided in this section, the period during which property is to be listed for taxation each year begins on the first business day of January and ends on January 31.

(b) General Extensions. - The board of county commissioners may, by resolution, extend the time during which property is to be listed for taxation as provided in this subsection. Any action by the board of county commissioners extending the listing period must be recorded in the minutes of the board, and notice of the extensions must be published as required by G.S. 105-296(c). The entire period for listing, including any extension of time granted, is considered the regular listing period for the particular year within the meaning of this Subchapter.

(1) In nonrevaluation years, the listing period may be extended for up to 30 additional days.

(2) In years of octennial appraisal of real property, the listing period may be extended for up to 60 additional days.

(3) If the county has provided for electronic listing of personal property under G.S. 105-310.1, the period for electronic listing of personal property may be extended up to June 1. A resolution that provides a general extension of time for the electronic listing of personal property shall continue in effect until revised or rescinded unless otherwise stated in the resolution.

(c) Individual Extensions. - The board of county commissioners shall grant individual extensions of time for the listing of real and personal property upon written request and for good cause shown. The request must be filed with the assessor no later than the ending date of the regular listing period. The board may delegate the authority to grant extensions to the assessor. Extensions granted under this subsection shall not extend beyond April 15. Notwithstanding the individual extension time limitation in this subsection, if the county has provided for electronic listing of personal property under G.S. 105-310.1, extensions granted for electronic listing of personal property shall not extend beyond June 1.

(d) Preliminary Work. - The assessor may conduct preparatory work before the listing period begins, but may not make a final appraisal of property before the day as of which the value of the property is to be determined under G.S. 105-285. (1939, c. 310, s. 905; 1971, c. 806, s. 1; 1973, cc. 141, 706; 1975, c. 49; 1977, c. 360; 1987, c. 43, s. 5; c. 45, s. 1; 2001-279, s. 2; 2006-30, s. 2; 2011-238, s. 3.)

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

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

SUBJECT: Minutes

DEPARTMENT: Board of County Commissioners

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

INFORMATION CONTACT:
Greg Wilder, Interim Clerk to the Board,
919-245-2130

PURPOSE: To correct and/or approve the draft minutes as submitted by the Interim 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.

November 5, 2020	Virtual Business Meeting
November 12, 2020	Virtual Work Session
November 17, 2020	Virtual Business Meeting

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

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

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

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

1
2
3 **DRAFT**

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

10
11 The Orange County Board of Commissioners met for a Virtual Business Meeting on Thursday,
12 November 5, 2020 at 7:00 p.m.

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

17 **COUNTY COMMISSIONERS ABSENT:**

18 **COUNTY ATTORNEYS PRESENT:** John Roberts

19 **COUNTY STAFF PRESENT:** County Manager Bonnie Hammersley, Deputy County Manager
20 Travis Myren, Interim Clerk to the Board Greg Wilder, and Assistant Deputy Clerk II Allen
21 Coleman (All other staff members will be identified appropriately below)

22
23 Chair Rich called the meeting to order at 7:00 p.m., and asked the Board of County
24 Commissioners (BOCC) to accept a roll call.

25 Roll call ensued.

26
27 Due to current public health concerns, the Board of Commissioners conducted a Virtual
28 Business Meeting on November 5, 2020. Members of the Board of Commissioners participated
29 in the meeting remotely. As in prior meetings, members of the public were able to view and
30 listen to the meeting via live streaming video at orangecountync.gov/967/Meeting-Videos and on
31 Orange County Gov-TV on channels 1301 or 97.6 (Spectrum Cable).

32
33 In this new virtual process, there are two methods for public comment.

- 34 • Written submittals by email
- 35 • Speaking during the virtual meeting

36
37 **Detailed public comment instructions for each method are provided at the bottom of this**
38 **agenda. (Pre-registration is required.)**

39
40 **1. Additions or Changes to the Agenda**

41
42 Chair Rich requested to add consent agenda item 8-g to change the 2020 BOCC
43 meeting calendar to allow for an additional closed session on November 12, 2020, to begin at
44 5:30pm.

45 The Board agreed by consensus.

46 Chair Rich noted some additional agenda information that was received by the BOCC
47 prior to the meeting.

48
49 **Arts Moment** – No Arts Moment was available for this meeting.

50
51 **2. Public Comments (Limited to One Hour)**

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

4 Kaye Brown said she wanted to speak about the Buc-ee's travel center, which if
5 approved, would be very close to her horse farm, and a local road would become right turn only.
6 She said she is very concerned about this possibility. She said Buc-ee's will bring a great deal
7 of traffic, and asked if the BOCC and staff would look into this issue very carefully, and consider
8 other areas around the country where Buc-ee's already exists, who are experiencing major
9 traffic problems. She said she expects staff will find that Efland is not the right location for such
10 a project.

11
12 **b. Matters on the Printed Agenda**

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

15
16 **3. Announcements, Petitions and Comments by Board Members**

17 Commissioner Bedford said the election was a big event this week, and she expressed
18 appreciation to Rachel Raper, Director of Elections, and all poll workers. She said the election
19 was very peaceful, and reassured residents that insuring an accurate count is normal.

20 Commissioner Greene echoed Commissioner Bedford's comments.

21 Commissioner Price thanked voters for taking time to cast votes.

22 Commissioner Price said a resolution will be forthcoming in December, in partnership
23 with Commissioner Dorosin and Annette Moore, Human Rights and Relations Director,
24 regarding reparations.

25 Commissioner McKee endorsed previous comments about voting, and said the right to
26 do so is a precious commodity which must be protected.

27 Commissioner Marcoplos said he had eye surgery today, and will need to rest his eyes
28 periodically during the meeting.

29 Commissioner Dorosin said election sites went well here in Orange County, but it
30 important to remember those that experienced voter intimidation in other areas.

31 Chair Rich said there were a few issues with local voting, causing the Board of Elections
32 to conduct an emergency Board of Elections meeting, and all was addressed very promptly.

33 Chair Rich asked if the Clerk's Office would provide a list of boards and commissions
34 that receive a stipend, and the type of stipend that is received.

35 Chair Rich said studies show a lot of pandemic fatigue, and there is concern that
36 numbers could rise in Orange County. She said the second peak of the pandemic is projected
37 for the second week of December, which is 2 weeks after Thanksgiving. She said COVID
38 testing sites are available and being administered by Orange County and UNC Hospital for free
39 at the current time. She said UNC Hospital announced there would be a hierarchy of how the
40 vaccine will be administered, once it is received. She encouraged residents and staff to look at
41 the COVID data available on the County's website.

42 Chair Rich said UNC will have 100 students on campus over the holidays, as these
43 students have nowhere else to go. She said plans for the spring semester are still fluid at this
44 time, with many options being considered.

45
46 **4. Proclamations/ Resolutions/ Special Presentations**

47 NONE

48
49 **5. Public Hearings**

50 NONE
51

1 **6. Regular Agenda**

2
3 **a. Approval and Adoption of 2021 Reappraisal Schedule of Values**

4 The Board considered voting to approve and adopt the proposed 2021 Schedule of
5 Values, authorizing the Chair to sign the Order of Adoption for the 2021 Schedule of Values,
6 and directing staff to publish the appropriate advertisements.

7
8 Nancy Freeman, Orange County Tax Administrator, reviewed the item below:
9

10 **BACKGROUND:**

11 The proposed 2021 Schedule of Values was presented to the Board at the September 15, 2020
12 regular meeting. Immediately after, the Tax Administrator advertised in The Herald-Sun, News
13 of Orange and News and Observer notice of the availability of the Schedule of Values for public
14 inspection, and the date of the public hearing on the Schedule of Values. The Board held the
15 public hearing regarding the Schedule of Values on October 6, 2020 regular meeting. These
16 actions were taken in accordance of the North Carolina General Statute (NCGS) 105-317(c)(1)
17 and (2).
18

19 In addition, NCGS 105-317(c)(3) states:

20 “When the board of county commissioners approves the final schedules, standards, and rules, it
21 shall issue an order adopting them. Notice of this order shall be published once a week for four
22 successive weeks in a newspaper having general circulation in the county, with the last
23 publication being not less than seven days before the last day for challenging the validity of the
24 schedules, standards, and rules by appeal to the Property Tax Commission. The notice shall
25 state:

- 26 **a.** That the schedules, standards, and rules to be used in the next scheduled reappraisal
- 27 of real property in the county have been adopted and are open to examination in the
- 28 office of the assessor; and
- 29 **b.** That a property owner who asserts that the schedules, standards, and rules are
- 30 invalid may except to the order and appeal therefrom to the Property Tax Commission
- 31 within 30 days of the date when the notice of the order adopting the schedules,
- 32 standards, and rules was first published.”
33

34 The timeline for the 2021 Reappraisal Schedule of Values adoption process is as follows:

- 35 • September 15, 2020: Submission to Orange County Board of Commissioners
- 36 • September 16 & 17, 2020: Advertise in newspapers
- 37 • October 6, 2020: Public hearing on SOV
- 38 • November 5, 2020: Adoption of SOV
- 39 • November 8 & 11, 2020: Publish 1st notice of adoption
- 40 • November 13 & 18, 2020: Publish 2nd notice of adoption
- 41 • November 20 & 25, 2020: Publish 3rd notice of adoption
- 42 • November 27, 2020: Publish 4th notice of adoption
- 43 • December 8, 2020: Last day for taxpayer to appeal the SOV.

44
45 **ATTACHMENT 1**
46 **ORDER ADOPTING THE SCHEDULES OF RULES,**
47 **STANDARDS AND VALUES FOR MARKET VALUE**
48 **AND PRESENT-USE VALUE**
49

1 WHEREAS, pursuant to N.C.G.S. 105-286, all real property in Orange County will be
 2 reappraised in accordance with the provisions of N.C.G.S. 105-283 and N.C.G.S. 105-317 as of
 3 January 1, 2021; and
 4

5 WHEREAS, pursuant to the provisions of N.C.G.S. 105-317, the Tax Administrator
 6 submitted the proposed Schedules of Rules, Standards and Values for Market Value and
 7 Present-Use Value to the Board of County Commissioners on September 15, 2020; and
 8

9 WHEREAS, notice of submission to the Board of County Commissioners and the date of
 10 a required public hearing was advertised in the *News of Orange* on September 16, 2020, and
 11 *News and Observer* and *Herald-Sun* and on September 17, 2020; and
 12

13 WHEREAS, a public hearing on the proposed Schedules of Rules, Standards and
 14 Values was held on October 6, 2020;
 15

16 NOW, THEREFORE, IT IS ORDERED that the submitted Schedules of Rules,
 17 Standards and Values to be used in appraising all real property located in Orange County as of
 18 January 1, 2021 is hereby adopted. Notice of this order of adoption shall be published once per
 19 week for four consecutive weeks in the *News of Orange*, *News and Observer* and *Herald-Sun*.
 20 The adopted Schedules of Rules, Standards and Values shall be appealable to the State
 21 Property Tax Commission for thirty days, ending December 5, 2020. The adopted Schedules of
 22 Rules, Standards and Values is available for public inspection at the Orange County Tax Office,
 23 228 S. Churton Street, Hillsborough, NC and the Clerk to the Board of Commissioners, 300
 24 West Tryon Street, Hillsborough; and electronically on the Orange County website.
 25

26 So ordered this 5th day of November, 2020.
 27

28 _____
 29 Penny Rich, Chair
 30 Orange County Board of Commissioners
 31

32 A motion was made by Commissioner McKee, seconded by Commissioner Price to
 33 approve and adopt the 2021 Schedule of Values and, authorize the Chair to sign the Order of
 34 Adoption approving the 2021 reappraisal Schedule of Values, and direct staff to publish in the
 35 *The Herald Sun*, *News of Orange* and *News and Observer* the proper advertisements
 36 concerning the notice of adoption.
 37

38 Chair Rich called each Commissioner by name (roll call).
 39

40 **VOTE: UNANIMOUS**
 41

42 **b. Affordable Housing Advisory Board (AHAB) Funding Recommendations for 2020**
 43 **Affordable Housing Bond Program (RES-2020-067)**
 44

45 The Board considered voting to adopt a resolution awarding funds for the 2020
 46 Affordable Housing Bond Program based on the funding recommendations of the Affordable
 47 Housing Advisory Board.
 48

49 Erika Brandt, Housing and Community Development Program Manager, reviewed the
 50 item below:

1
2 **BACKGROUND:** In the fall of 2016, Orange County voters passed a \$5 million Affordable
3 Housing Bond. Half of the bond funds (\$2.5 million) were awarded in 2017. The 2020
4 application cycle is for the remaining \$2.5 million of the bond funds.

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

10
11 Eligible applicants for funding are: nonprofit organizations involved in affordable housing and
12 community development (including faith-based organizations), for-profit developers, and joint
13 ventures between eligible nonprofit and for-profit entities.

14
15 The application evaluation scorecard (see Attachment 1) considers the following factors for
16 each proposed project: (1) income and vulnerable population targeting, (2) targeting of
17 households currently living and/or working in Orange County, (3) leveraging of other funding
18 sources, (4) building and site design, including environmental sustainability and accessibility
19 features, (5) community design, including neighborhood compatibility and location, (6)
20 community sponsorship, engagement, and support, (7) project feasibility, and (8) developer
21 experience.

22
23 The application cycle opened on June 8, 2020 and closed on July 31, 2020. Four applications
24 were submitted, summarized below and in Attachment 2.

25
26 **Weaver's Grove (Habitat for Humanity): \$817,080**

27 *Community Partners: N/A*

28 Funds will be used to assist with infrastructure and site improvement costs for Weavers Grove,
29 Habitat's future development of 100 affordable homes off of Sunrise Road in Chapel Hill. Habitat
30 also plans to sell 136 finished lots to market-rate builders to develop entry-level homeownership
31 opportunities. The project's vision is to create a thriving, mixed-income community of homes
32 that are aesthetically pleasing, architecturally integrated, and energy efficient. This would be the
33 first affordable housing development in this section of Chapel Hill.

34
35 **Chase Park Apartments Stairwell Rehabilitation (InChuCo): \$165,840**

36 *Community Partners: N/A*

37 Funds will be used to make critical repairs to 8 elevated stairwell landings between the upper
38 levels of the 4 residential buildings at Chase Park Apartments, a 45-year old complex home to
39 40 affordable units. The stairwell landings require immediate attention because of their
40 deteriorated condition. Further, heavy rainfall from Hurricanes Michael and Florence damaged
41 the road and now the creek-side lane is closed. However, HUD will not endorse a loan to repair
42 the only road into and out of the complex until the stairwell landings are replaced. The
43 complex's estimated remaining useful life is estimated to be at least an additional 40 years
44 barring any natural disasters

45
46 **PEACH Apartments (EmPOWERment, Inc.): \$700,000**

47 *Community Partner(s): Pine Knolls Community Center*

48 Funds will be used to construct 8 affordable rental apartments in the Northside Neighborhood
49 Conservation District at the location of the former Pine Knolls Center. This project will produce a
50 mixed-income, multigenerational apartment building that will honor the historical culture of this
51 neighborhood.

1
2 **2200 Homestead Road (Center for Community Self-Help): \$817,080**

3 *Community Partner(s): CASA, Community Home Trust, Habitat for Humanity*

4 Funds will be used to develop infrastructure and site improvements at 2200 Homestead Road to
5 prepare individual parcels for construction of approximately 117 affordable rental and affordable
6 homeownership units. Site development includes demolition of an existing vacant building, site
7 grading and paving, installing water, sewer, and storm water infrastructure, and construction of
8 community amenities, such as greenways, open spaces, sidewalks, outdoor seating, community
9 garden, basketball court, and landscaping throughout the site.

10

11 Applicant	11 Funding Request
12 <u>Center for Community Self-Help</u>	12 <u>\$ 1,500,000</u>
13 <u>EmPOWERment, Inc.</u>	13 <u>\$ 700,000</u>
14 <u>Habitat for Humanity of Orange County</u>	14 <u>\$ 1,500,000</u>
15 <u>Interchurch Council Housing Corp</u>	15 <u>\$ 165,840</u>
16 Total	16 \$ 3,865,840

17
18 The Affordable Housing Advisory Board (AHAB) reviewed the applications for the 2020
19 Affordable Housing Bond Program on August 18, 2020 and scored the applications using the
20 evaluation scorecard approved by the Commissioners earlier this year (see Attachment 3).

21
22 Based on these scores and discussion of the projects, the County Manager proposes the
23 following funding recommendations:

24

25 Applicant	25 Funding Request
26 <u>Center for Community Self-Help</u>	26 <u>\$ 817,080</u>
27 <u>EmPOWERment, Inc.</u>	27 <u>\$ 700,000</u>
28 <u>Habitat for Humanity of Orange County</u>	28 <u>\$ 817,080</u>
29 <u>Interchurch Council Housing Corp</u>	29 <u>\$ 165,840</u>
30 Total	30 \$ 2,500,000

31
32
33 Commissioner Dorosin asked if the scorecard in attachment 1 could be explained. He
34 said some agencies received 52 points for leveraging, and this is confusing.

35 Erika Brandt said it is a confusing category title, as it involves other criteria as well. She
36 said maximum points from leveraging is 20, but there are other criteria in that category that can
37 allow for the accrual of points, up to 35.

38 Commissioner Dorosin said those are yes or no questions, and there is no difference
39 between affordability percentages.

40 Erika Brandt said the scorecard is a tool, and certain scores were up to the Affordable
41 Housing Advisory Board (AHAB) members.

42 Commissioner Marcoplos asked if there is a formula for how the cost per unit was
43 calculated.

44 Erika Brandt said the scorecard did not include a scoring for the number of units. She
45 said Allison Mahaley is also present from the Affordable Housing Advisory Board.

46 Allison Mahaley said each AHAB member scored the applications on his or her own, and
47 then reached consensus as a board for a score for each application. She said there was
48 lengthy discussion.

49 Commissioner Price said in the first section it said agencies could score a maximum of
50 20 for leveraging, but the next page showed another possible 35 points. She said this is
51 confusing.

1 Erika Brandt said the total possible points are 32, and some criteria are mutually
2 exclusive.

3
4 **PUBLIC COMMENT:**

5 Delores Bailey said she is so thankful for the emergency housing program. She said
6 EmPOWERment owns 58 affordable housing units throughout Orange County, and all are full.
7 She said EmPOWERment is seeking \$700,000 for 10 units. She said EmPOWERment has
8 followed the Board's request and has found a project that collaborates with government land,
9 provides more units, and has funding to leverage. She said this is in partnership with the Pine
10 Knoll community, and is named PEACH. She said all units will be affordable. She said the
11 PEACH apartments are necessary, and the funding is critical.

12 Phillip Walker said he is a lifelong resident of Chapel Hill, and would like to continue to
13 live in Chapel Hill. He said it is very difficult to afford housing here. He said he has worked for
14 the University of North Carolina - Chapel Hill for 11 years, and makes \$9.50/hour. He said
15 EmPOWERment has been working with him for 5 years, and an apartment in the PEACH
16 apartments would have huge impact on his life, and that of his 14-year-old son.

17 Dan Levine said he works for Center for Community Self-Help, the lead organization
18 coordinating the Homestead Housing Collaborative. He said he has lived in Orange County for
19 a long time, and sees the need for affordable housing in the area. He said the bond funds have
20 been well used thus far, and he hopes the \$1.5 million will be awarded. He said the funds will
21 be stewarded well, and the project will provide the most units to those with the lowest income.
22 He said the full \$1.5 million is needed to secure other funding, and fulfill the project. He said the
23 Town of Chapel Hill has provided the land, money, as well as staff support.

24 Douglas Call said he volunteers with Habitat for Humanity, and is pleased that Habitat is
25 recommended for funding, but the funding awarded is only 54% of the request made. He said
26 over the past 3 years Habitat has built over 300 homes, and has expanded its services to
27 include the repair of homes over the past 5 years. He said Weavers Grove in Chapel Hill is
28 Habitat's most ambitious project ever, and will accommodate over 100 families in affordable
29 housing, and 136 families in market rate housing that will be selling for less than median price in
30 the area. He said this affords homeownership to families that may not otherwise be able to
31 achieve it. He said the Orange County Bond award will be well leveraged, since it will lower the
32 per unit cost. He asked the BOCC to raise the award amount to the full request of \$1.5 million.

33 Danita Mason-Hogans said the PEACH project will have great impact on many families
34 with deep roots in Chapel Hill. She said her great, great Uncle James Nun was born in 1882
35 and died in 1975. She said her uncle was part of a community in Chapel Hill that has been
36 mistreated for many generations. She said Dolores Bailey's ancestry is also a part of this
37 history. She said Orange County has the largest wealth disparities, and changes must be made
38 to include local people in the conversation. She encouraged the BOCC to change the narrative
39 for those who have needed help for so long.

40 David Bright said he is an EmPOWERment Board member, and expressed thanks to the
41 County for its partnership. He said he sees affordable housing as a way for those who are
42 economically disadvantaged to grow. He said he was also on the Weaver Street Board and
43 heard from employees who struggled to find affordable housing. He said the Pine Knoll
44 community is greatly involved in the PEACH project, and the project will allow those who serve
45 the community to also live in the community. He said 10 units may seem small, but it is not. He
46 said EmPOWERment is financially sound, and is ready for bigger projects.

47 Graham Smokoski said he is with Center for Community Self-Help, and is available for
48 questions.

49 Paris Miller said she is a Board member with EmPOWERment, and voiced her support
50 for the PEACH apartments project. She said EmPOWERment is a small grass roots

1 organization that is committed to serving the African American community in Chapel Hill. She
2 echoed comments made by previous speakers in support of this project.

3 Jess Brandes said she is with CASA, and is here to answer questions.

4 Commissioner Bedford said she had a question about the Interchurch Council Housing
5 Corporation request of \$165,840. She said the BOCC received a letter from this corporation
6 stating HUD has waived a requirement for stairwells. She asked if this change impacts the
7 funding in any way.

8 Erika Brandt said she is not sure if the project can be deferred. She said staff did look
9 into available County rehab funds, but those have been used up.

10 Chair Rich said the affordable housing bond referendum did not include maintenance
11 funding, and asked if there is a reason the Interchurch Council Housing Corporation was even
12 considered. She said this project does not create any new housing, but rather is for
13 maintenance on 40 existing units.

14 Emila Sutton said she did not really know how to answer that question. She said rehab
15 was included in the first round of funding.

16 Allison Mahaley said the Affordable Housing Advisory Board did discuss this issue, and
17 while no new units will be added, 40 units will be lost if they are not maintained.

18 Commissioner McKee referred to the stairwell upgrades, and said maintenance is vital to
19 the life of properties. He said there will be a health and safety hazard if this maintenance is not
20 completed, and putting some money in now could save far more money in the future.

21 Commissioner Dorosin said he read the bond referendum language more broadly, and it
22 does not clearly state funds must be used for new housing only.

23 Chair Rich asked how the Board wanted to proceed with discussing this item.

24 Commissioner Dorosin said if the leveraging line is removed from the scorecard, then
25 the scores are much closer. He said there is value in leveraging, but that line seems to skew
26 the scores. He said he appreciated the projects proposed and appreciated the advisory boards
27 time and effort in evaluating the projects. He proposed changing the dollar amounts
28 recommended reflecting a reduction from Habitat for Humanity, and an increase in support of
29 the Homestead Road project proposed by Center for Community Self-Help. He said Habitat is
30 home ownership, while the others are rentals. He said the need for affordable rentals is greater.
31 He said Habitat is also involved in the Homestead project, and this project is really quite unique.

32 Commissioner McKee said he appreciated Commissioner Dorosin's comments about
33 leveraging. He disagreed with Commissioner Dorosin on moving funds from Habitat for
34 Humanity's home ownership project, as home ownership is one of the best ways to move up the
35 economic ladder. He said the division of funds is equitable and seems sufficient.

36 Commissioner Price asked if staff knows the timeline for building Weavers Grove verses
37 the Homestead Road project.

38 Dan Levine said the hope is to break ground at the end of 2021 on the Homestead Road
39 project.

40 Jennifer Player said the timeline for Weaver's Grove is to clear the site in March of 2021,
41 with vertical construction starting in summer of 2022.

42 Commissioner Greene agreed with Commissioner Dorosin, and said the Homestead
43 Road project is unique and timely. She said home ownership is indeed valuable, but the
44 community has a large need for immediate affordable housing for those who cannot qualify for a
45 mortgage. She said she would like to move some of the Weaver's Grove project to the
46 Homestead Road project.

47 Commissioner Marcoplos said this is a painful decision, but there is a great need for
48 rental housing. He said he wishes there could have been more funds on the bond referendum.
49 He said the Homestead Road project is \$13,274/unit; EmPOWERment's PEACH project is
50 \$87,500/unit; and Habitat's Weaver's Grove is \$15,000/unit. He agreed that the stairwell
51 maintenance project is a good investment of funds for the future life of the properties. He said

1 he would like more funding to go to the Homestead Road project. He said the EmPOWERment
2 per unit cost is quite high, and should be considered carefully.

3 Commissioner McKee asked Delores Bailey if the number of units increased from 8 to
4 10 units.

5 Delores Bailey said yes.

6 Commissioner McKee said that reduces the cost per unit to \$70,000. He said these
7 units are more economical than previous EmPOWERment units. He said EmPOWERment is a
8 completely local effort.

9 Commissioner Bedford referred to the costs per project, and said these reflect the
10 County funding. She said she looked at the total project costs, which removes the leverage
11 component. She said when considering the projects this way, the cost per unit is \$185,841 for
12 Homestead Road; \$230,000 for EmPOWERment, and \$260,000 for Weaver's Grove. She said
13 the Homestead Road project is the lowest cost per unit, and echoed Commissioner Dorosin and
14 Commissioner Greene's comments. She said Homestead Road includes Habitat townhouses,
15 which are for purchase. She said she would fully fund this project for all the aforementioned
16 reasons, as well as the EmPOWERment project, and the stairwell maintenance project.

17 Commissioner Greene asked Allison Mahaley if the AHAB's reasoning for funding 100%
18 of Habitat's request could be identified, as opposed to portions of the other projects.

19 Allison Mahaley said AHAB did not make this recommendation, but rather 100% of
20 EmPOWERment's project; 100% of the stairwell rehab project; and a 50/50 split of the
21 remaining funds between the two other projects. She said AHAB agonized over these
22 applications. She said AHAB funded 100% of EmPOWERment's project due to its alignment
23 with the BOCC's social justice goals, and it being a completely local project.

24 Commissioner Marcoplos said these are County funds, and wants to put as many people
25 as possible under roofs.

26 Chair Rich said a few years ago, former Habitat Director Susan Levy presented a
27 housing community from Virginia to the BOCC that was identical to the Homestead Road
28 project. She said the mixed income housing is valuable, and she thinks the Homestead Road
29 project is important. She said she wishes there was three times the funding available. She said
30 she would like to bring the Habitat project from \$817,000 to 500,000 and EmPOWERment
31 project from \$700,000 to \$500,000, and move the excess funds to the Homestead Road project.
32 She said she would leave the stairwell rehab project in place.

33 Commissioner McKee asked if the impact of removing \$317,000 from the Habitat project
34 could be identified.

35 Jennifer Player said the impact would be huge, and 93% is already being leveraged from
36 other sources. She said a reduction in funds would require those funds to be found elsewhere.
37 She said a great deal of private funding is being pursued. She said Habitat is hyper local.

38 Commissioner McKee asked if the impact of removing \$200,000 from the
39 EmPOWERment project could be identified.

40 Delores Bailey said removing \$200k would be detrimental, as there are no other funding
41 sources available. She said EmPOWERment is small, and cannot compete with larger
42 organizations such as Habitat and Self-Help.

43 Commissioner McKee said he can accept moving funds away from Habitat, but cannot
44 support a request to reduce funding to EmPOWERment.

45 Commissioner Dorosin agreed, and said the Homestead Road and EmPOWERment
46 projects should be fully funded.

47 Commissioner Price said she likes the Homestead Road project, as it brings together so
48 many organizations and provides for great diversity. She said she also wants to support the
49 stairwell repair project and fully support the EmPOWERment project. She said supporting the
50 EmPOWERment project allows the BOCC to show it is serious about social justice. She said
51 she supports Commissioner Dorosin's proposal.

1 Commissioner Greene said EmPOWERment has worked hard to bring projects to the
2 table that are viable. She said this project is in Pine Knolls, which has not received as much
3 attention as other historically black neighborhoods, such as Northside. She said it is so difficult
4 to divide these resources.

5 Commissioner Greene asked Delores Bailey if there is an ideal timeline, and what
6 happens if that timeline gets extended due to lack of funding.

7 Delores Bailey said EmPOWERment does affordable rentals really well, and all units are
8 full. She said if funding is delayed, people will go without housing. She said there are no other
9 variables to fall in place, only funding.

10
11
12 RES-2020-067

13 **RESOLUTION AWARDING FUNDS FOR THE 2020**
14 **ORANGE COUNTY AFFORDABLE HOUSING BOND PROGRAM**

15 BE IT RESOLVED, by the Orange County Board of Commissioners, upon
16 recommendation by the Orange County Affordable Housing Advisory Board, approve the
17 following awards for the 2020 Affordable Housing Bond Program:

18
19 **Center for Community Self-Help**

20 Funds will be allocated to the Center for Community Self-Help as a grant for development of
21 2200 Homestead Road, a mixed-income rental and homeownership development in Chapel Hill
22 with 113 affordable units and four (4) market-rate units. Affordable units will be leased or sold to
23 households earning less than thirty percent (30%) and up to eighty percent (80%) of the area
24 median income.

25 *(Requested amount: \$1,500,000) \$1,500,000*

26
27 **EmPOWERment, Inc.**

28 Funds will be allocated to EmPOWERment, Inc. as a grant for development of PEACH
29 Apartments, a rental development with eight (8) units on Johnson Street in Carrboro. Units will
30 be leased to households earning less than thirty percent (30%) and up to sixty percent (60%) of
31 the area median income.

32 *(Requested amount: \$700,000) \$700,000*

33
34 **Habitat for Humanity of Orange County**

35 Funds will be allocated to Orange County Habitat for Humanity as a grant for development of
36 Weaver's Grove, a mixed-income, mixed-use homeownership development in Chapel Hill with
37 100 affordable units and 136 lots to be sold for market-rate development. The 100 affordable
38 homes will be sold to households earning between thirty percent (30%) and eighty percent
39 (80%) of the area median income.

40 *(Requested amount: \$1,500,000) \$134,160*

41
42 **Interchurch Council Housing Corp**

43 Funds will be allocated to Interchurch Council Housing Corp as a grant for repair of the stairwell
44 at Chase Park Apartments, an affordable rental property in Chapel Hill with 40 affordable units
45 leased to households earning less than thirty percent (30%) and up to sixty percent (60%) of the
46 area median income.

47 *(Requested amount: \$1,500,000) \$165,840*

48
49 This is the 5th day of November, 2020.

50
51 _____
Penny Rich, Chair

1
2 SEAL

3
4 A motion was made by Commissioner Dorosin, seconded by Commissioner Price to
5 adopt the resolution awarding funds for the 2020 Affordable Housing Bond Program, and
6 authorize the Board Chair to sign the Resolution.

7
8 Chair Rich called each Commissioner by name (roll call).

9
10 **VOTE: Ayes, 5 (Commissioner Bedford, Commissioner Greene, Commissioner McKee,**
11 **Commissioner Price, Commissioner Dorosin); Nays, 2 (Chair Rich and Commissioner**
12 **Marcoplos)**

13
14 **MOTION PASSES 5-2**

15
16 **c. Emergency Housing Assistance Program Update and Request for Supplemental**
17 **Funding**

18 The Board received an update on the work of the Housing Department in pandemic
19 response through the Emergency Housing Assistance fund, and considered voting to approve
20 the transfer of \$100,000 from the Local Rent Supplement Program to the Emergency Housing
21 Assistance Program to provide additional funding for ongoing eviction prevention activities that
22 are not eligible costs under other programs.

23
24 Emila Sutton, Director of Housing and Community Development, reviewed the item
25 below:

26
27 **BACKGROUND:**

28 In March 2020, at the onset of the public health crisis caused by COVID-19 and seeing the need
29 for increased housing assistance for those impacted, the Orange County Housing Department
30 and staff from the Towns of Carrboro, Chapel Hill, and Hillsborough began discussions on how
31 to combine our existing eviction prevention and housing stabilization efforts to best serve
32 residents. Staff from all jurisdictions agreed that combining existing efforts into one program,
33 with one application process and singular policies, would improve provision of emergency
34 housing assistance throughout the County. The Emergency Housing Assistance program (or
35 "EHA") was created as a result, and Orange County began administering eviction prevention
36 and housing stabilization funds on behalf of the Towns as well as the County (see Attachment
37 1). At the same time, the Department also began managing Coordinated Entry for the
38 community – providing an efficient and evidence-based method of serving those experiencing a
39 housing crisis. The Department renamed and rebranded Coordinated Entry as the "Housing
40 Helpline" so residents more readily understood how assistance could be requested. Both of
41 these programs saw an exponential increase in demand quickly after the pandemic hit, and both
42 programs scaled up quickly in order to meet the increasing demand (see Attachment 2).

43
44 One way the program successfully and quickly scaled up to meet the need was by requesting
45 assistance and partnership from local non-profits. Several organizations stepped up to help, to
46 include El Centro Hispano, Refugee Community Partnership, Community Home Trust,
47 EmPOWERment, and the Community Empowerment Fund, as well as other Orange County
48 Departments such as Family Success Alliance (Health Department), Department on Aging, and
49 Department of Social Services (see Attachment 3).

50

1 These rapid collaborative efforts and community partnerships allowed the program to serve
 2 people as they presented for assistance through the Housing Helpline and through the partner
 3 referral network – and reaching a diverse range of communities to include non-English-speaking
 4 households and families with extremely low incomes (see tables below).

5
 6 **Table 1:** EHA Funding by Income Bracket of Beneficiary

AMI	30%	50%	60%	80%	Grand Total
Amount	\$1,242,140	\$387,497	\$56,757	\$1,095	\$1,687,490
Percentage	73.61%	22.96%	3.36%	0.06%	100.00%
Client Count	562	171	29	1	748
Percentage	75.13%	22.86%	3.88%	0.13%	100.00%

7
 8
 9
 10
 11
 12
 13
 14
 15
 16 **Table 2:** EHA Funding by Race/Ethnicity of Beneficiary

Race/Ethnicity	Unidentified	Asian	Black	Latinx	Middle Eastern	Multiracial	Native American	White	Grand Total
Amount	\$594,230	\$55,420	\$394,514	\$460,215	\$26,458	\$6,088	\$8,249	\$142,317	\$1,687,490
Percentage	35.21%	3.28%	23.38%	27.27%	1.57%	0.36%	0.49%	8.43%	100.00%
Client Count	290	26	160	209	9	3	3	62	748
Percentage	38.77%	3.48%	21.39%	27.94%	1.20%	0.40%	0.40%	8.29%	100.00%

17
 18
 19
 20
 21
 22
 23
 24
 25 **Financing History:** EHA was seeded with local Orange County funds for Risk Mitigation and
 26 Housing Stabilization activities and Town contributions, and later CARES funding from the
 27 Towns and County. Due to the high demand for funds caused by the COVID-19 health crisis,
 28 these funds have almost been fully expended. Since the start of the pandemic, \$2.1 million has
 29 been invested by the County and Towns. As of October 20, about \$276,000 remains
 30 uncommitted, which staff anticipate will last another two and a half weeks, based on the current
 31 rate of expenditure and the queue of more than 100 applications awaiting review. As such, the
 32 County sought funds from the State in order to continue the work – first through the HOPE
 33 program (\$797,133) administered by NCORR and second through an application to the NC
 34 Commerce Department for Community Development Block Grant – Coronavirus (CDBG-CV)
 35 funds (\$900,000). The HOPE program portion of the work began on October 19, 2020 and will
 36 end December 31, 2020 per the funding regulations, and the County hopes to hear about the
 37 CDBG-CV application for funding by the end of the year. Both of these funding sources are
 38 limited to providing only rent and utility arrears and payments. This means that the other
 39 housing stabilization activities that had been provided through other EHA funding sources are
 40 not eligible under these new programs. These stabilization activities include security and utility
 41 deposits, moving costs, and application fees all of which are important for helping residents
 42 secure housing at a time when having a stable home is crucial for staying safe and avoiding
 43 COVID exposure. Further, flexible EHA funding is needed for those residents who do not qualify
 44 for the HOPE program or CDBG-CV funds, i.e. not having required documentation for federal
 45 funds and/or landlord not agreeing to lease addendum required by the HOPE program. There is
 46 also need for urgent funds for those facing imminent eviction or who are working with the
 47 Eviction Diversion Program attorney, for those needing reasonable modifications to their homes
 48 due to their disability that is necessary to keep them stable in housing, and for homeowners'
 49 facing foreclosure as HOPE does not provide funds for mortgage assistance.

50
 51 The Housing Department has also used flexible EHA funds to increase the utilization of Housing

1 Choice Vouchers. The Department recently sent out more than 100 applications for the
 2 Housing Choice Voucher program for residents meeting the homelessness preference in the
 3 Orange County Housing Authority's Administrative Plan. While the new Housing Access
 4 Coordinator funded by the County and Towns has helped recruit landlords in accepting
 5 vouchers, security deposits are needed as well as application fee assistance for these units in
 6 order for residents in need of affordable housing to access them – especially those who are the
 7 most vulnerable in our community. Since January 2020, 2.5% of EHA funding (about \$42,000)
 8 has gone to these activities. Based on these numbers and in anticipation of increased need, as
 9 families fall out of housing due to lost income and the expiration of CARES funds and eviction
 10 protection at the end of 2020, we anticipate that at least \$60,000 is needed in order to continue
 11 providing security and utility deposits, moving costs, and application fees through June 2021. In
 12 order to continue providing flexible EHA rent and utility assistance for those who do not qualify
 13 for the supplemental State and Federal funds, we anticipate at least \$200,000 additional funding
 14 is needed for EHA through June 2021.

15
 16 Research shows that housing assistance, such as that provided through EHA, reduces hardship
 17 and increases economic opportunity for low-income families.¹ There is also research showing
 18 that preventing eviction can reduce costs to the health care system, lower costs and reduce the
 19 burden on shelter and other emergency housing programs, ease the administrative burden on
 20 the courts, reduce job loss, reduce negative educational outcomes, and prevent the decline of
 21 communities that occurs when people are displaced.² This combined impact is due to the
 22 continuing community-wide effort to prevent evictions and homelessness in Orange County.

23
 24 Additional local funds allows the Housing Department to continue this work to keep people
 25 stable in housing and access new affordable housing through the County's existing Emergency
 26 Housing Assistance fund.

27
 28 Commissioner Bedford asked if undocumented people would still qualify for these funds.
 29 Emila Sutton said yes, and the NC HOPE program also allows the department to serve
 30 undocumented folks. She said approximately 20% of those served by EHA so far have been
 31 undocumented.

32
 33 A motion was made by Commissioner Price, seconded by Commissioner Bedford to
 34 approve the transfer of \$100,000 from the Local Rent Supplement Program to the Emergency
 35 Housing Assistance program to provide additional funding for ongoing eviction prevention
 36 activities.

37
 38 Chair Rich called each Commissioner by name (roll call).

39
 40 **VOTE: UNANIMOUS**

41
 42 **d. Approval of Pandemic Response Payment to Permanent Orange County**
 43 **Employees and Approval of Budget Amendment #3-A (ORD-2020-025)**
 44

45 The Board recognized the flexibility and perseverance demonstrated by Orange County
 46 employees during the COVID-19 pandemic, considered authorizing a one-time Pandemic
 47 Response Payment of \$100 per month to permanent County employees who have been on the
 48 payroll between March 1, 2020 and November 1, 2020, prorated for permanent part time
 49 employees, and approve Budget Amendment #3-A transferring funds from the County's Health
 50 Insurance Reserve to a Pandemic Response Payment account to be distributed to departments
 51 personnel line items according to the amount of payment required in each department.

1
2
3 Brenda Bartholomew, Human Resources Director reviewed the item below:
4

5 **BACKGROUND:** On March 10, 2020, Governor Cooper, by Executive Order 116, declared a
6 state of emergency to prevent the spread of COVID-19. On March 27, 2020, Executive Order
7 121 imposed a statewide Stay at Home Order, which directed people to stay at home except to
8 visit essential businesses, exercise outdoors or help a family members. The Order also banned
9 gatherings of more than 10 people and directed everyone to physically stay at least 6 feet apart
10 from others.

11
12 More Executive Orders followed in connection with the pandemic, which dramatically impacted
13 the manner in which County services were provided and the expectations for how County
14 employees delivered those services.

- 15
- 16 • Executive Order 135 issued April 23, 2020 extended North Carolina's Stay At Home
 - 17 Order (Executive Order 121) until May 8, 2020.
 - 18 • Executive Order 141 issued on May 20, 2020 lifted the statewide Stay at Home Order
 - 19 and moved to a Safer At Home recommendation.
 - 20 • Executive Order 151 issued on July 16, 2020 extended Executive Order 141's Safer At
 - 21 Home Phase 2 measures until at least Aug. 7, 2020.
 - 22 • Executive Order 155 issued on August 5, 2020 extended Executive Order 141's Safer At
 - 23 Home Phase 2 measures until at least Sept. 11, 2020.
 - 24 • Executive Order 163 issued on September 1, 2020 revised prohibitions and restrictions
 - 25 that moved the state to Safer at Home Phase 2.5 measures.
 - 26 • Executive Order 169 issued on September 30, 2020 revised prohibitions and restrictions
 - 27 that moved the state into Phase 3 measures.
 - 28

29 During this time, the employees of Orange County have demonstrated creativity, flexibility, and
30 perseverance in the face of uncertainty.

31
32 The FY2020-21 Budget included a variety of austerity measures to preserve the County's
33 financial position. One of these measures was the elimination of a traditional across the board
34 wage adjustment and the suspension of financial performance awards connected to annual
35 evaluations.

36
37 Given the adjustments that all employees have had to make as a result of the pandemic, the
38 County Manager is recommending a one-time Pandemic Response Payment of \$100 for each
39 month worked from March 1, 2020 through November 1, 2020. Permanent employees who were
40 actively on payroll during this time would receive a one-time payment of \$900. Employees hired
41 during the time of March 1, 2020 through November 1, 2020 will receive \$100 for each month
42 employed, and active part-time permanent employees will receive a pro-rated payment. The
43 payment would occur in the last pay period in November.

44
45 The Pandemic Response Payments would be funded through a transfer of reserve funds from
46 the County's health insurance program. This fund currently has a total reserve balance of
47 \$3,985,334 as of the end of FY2019-20. As part of the North Carolina Health Insurance Pool,
48 the recommended reserve balance is \$981,735 or about 1.2 months of expected claims. As a
49 result, the reserve currently holds reserves in excess of the reserve policy of \$3,003,599. Of this
50 amount, \$990,000 would be required to fund the Pandemic Response Payments in FY2020-21.

1
2 Commissioner McKee asked if the traditional wage increase was stalled until July 1,
3 2020.

4 Brenda Bartholomew said no, the wage increase was stalled until July 1, 2021.

5 Commissioner McKee said austerity measures have been put in place due to COVID,
6 and there are unknowns still ahead. He asked Bonnie Hammersley if this bonus will adversely
7 affect the overall budget.

8 Bonnie Hammersley said staff has been monitoring all elements of the budget, and the
9 Health Insurance Reserve is growing because claims are down. She said claims are likely
10 down due to COVID, as people are not going to the doctor unless absolutely necessary. She
11 said the Health Insurance Reserve fund will fund this one-time payment, and this reserve is
12 partially County funded and partially employee funded. She said the reserve is still in place to
13 handle a catastrophic event, and this one time pay-out will not impact that.

14 Commissioner Price said she is very pleased with this recommendation.

15 Commissioner McKee said he will reluctantly support this recommendation, but noted
16 there are many people across Orange County who did not receive a wage increase, or may
17 have even lost a job. He said he has no doubt about the hard work of County employees.

18 Commissioner Bedford expressed gratitude for all County employees during these
19 stressful times. She agreed there are many families that are suffering.

20
21 A motion was made by Commissioner Bedford, seconded by Commissioner Price to:

- 22
23
- Authorize a one-time Pandemic Response Payment of \$100 per month to permanent
24 County employees who have been on the payroll between March 1, 2020 and
25 November 1, 2020, prorated for permanent part time employees, and
 - Approve Budget Amendment #3-A transferring funds from the County's Health
26 Insurance Reserve to a Pandemic Response Payment account to be distributed to
27 departments' personnel line items according to the amount of payment required in each
28 department.
29

30
31 Commissioner Bedford said she would like to exclude herself from the \$900 one-time
32 payment, and contribute it to the Department of Social Services (DSS) needs.

33 Chair Rich said this can be done through the Giving Fund.

34 Commissioner McKee said he would also like to forego the payment.

35 Chair Rich said every single employee has worked overtime since the pandemic started,
36 and it was especially intense in the beginning.

37
38 Chair Rich called each Commissioner by name (roll call).
39

40 **VOTE: UNANIMOUS**

41
42 **e. Initiating the Process to Disengage from Cardinal Innovations Healthcare and to**
43 **Seek Realignment with Alliance Health**
44

45 The Board considered voting to authorize the County Manager to initiate the formal
46 disengagement process from the County's current Local Management Entity-Managed Care
47 Organization, Cardinal Innovations Healthcare, and seek realignment with Alliance Health to
48 administer mental and behavioral health services for Orange County residents.
49

50 Travis Myren reviewed the item below:
51

1
2 **BACKGROUND:**

3 Local Management Entities – Managed Care Organizations (LME-MCOs) are public managed
4 care organizations that administer behavioral health services for residents in need of mental
5 health, developmental disability, or substance use services. The State of North Carolina is
6 currently served by seven different LME-MCOs divided into regions. Cardinal Innovations
7 Healthcare currently serves Alamance, Cabarrus, Caswell, Chatham, Davidson, Davie, Forsyth,
8 Franklin, Granville, Halifax, Mecklenburg, Orange, Rockingham, Person, Rowan, Stanly,
9 Stokes, Union, Vance and Warren counties. Alliance Health currently serves Cumberland,
10 Durham, Johnston, and Wake counties.

11
12 North Carolina General Statutes and the North Carolina Administrative Code authorize and
13 prescribe the process through which a County may seek permission to disengage from one
14 LME-MCO and realign with another. The final decision making authority rests with the Secretary
15 of the Department of Health and Human Services. The applicable administrative code is
16 attached as *Attachment 1*.

17
18 The first step in initiating disengagement is providing written notice of the County's intent to
19 disengage to the Secretary of Health and Human Services, the Co-Chairs of the Joint
20 Legislative Oversight Committee on Health and Human Services, and the affected counties a
21 minimum of nine months prior to the proposed effective date of disengagement. This abstract
22 would authorize the County Manager to send the disengagement notice letter and begin the
23 formal disengagement process.

24
25 Once the disengagement notice is sent, the County is required to create a plan for
26 disengagement. This plan must be approved by the Board of Commissioners and must be
27 made available for public comment for a minimum of 60 calendar days. During the comment
28 period, the County is required to solicit comments from consumers, advocates, self- advocates,
29 and State and Local Consumer and Family Advisory Committees. These public comments must
30 be posted for a minimum of 30 calendar days. The Board of Commissioners must also approve
31 a written plan to ensure continuity of services during the transition and a plan which provides for
32 distribution of real property if applicable.

33
34 In April of 2019, the Board of Commissioners approved a letter to the North Carolina
35 Association of County Commissioners expressing its preference to become part of a Tailored
36 Plan region that included Durham and Wake County. The Tailored Plan letter is attached as
37 *Attachment 2*. While that action did not initiate the formal disengagement process, the same
38 justifications for realigning with other counties in the Triangle Region are applicable. This prior
39 action was also similar in terms of timing. The County was asked to express its preference for
40 Tailored Plan regions prior to the implementation of Medicaid Transformation. At that time,
41 Medicaid Transformation was scheduled to be implemented in February 2020. Implementation
42 has since been delayed until July 2021.

43
44 Travis Myren presented the following PowerPoint presentation:

45
46 Slide #1



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Slide #2

LME-MCOs in North Carolina

- Administer Mental and Behavioral Health Services
- Each LME-MCO has Service Area or Catchment

The map shows North Carolina divided into several colored regions representing different LME-MCO service areas. Labels include: Partners Behavioral Health Management (blue), Cardinal Innovations Healthcare Solutions (yellow), United Health Insurance (green), Upp Health (light blue), Health Care (orange), and Behavioral Healthcare (dark green). The Orange County logo is in the bottom right corner.

Slide #3

Context and Timing

- Other Counties Take Action in October
 - Union and Cabarrus Counties Vote on Intent to Disengage from Cardinal Innovations Healthcare and Realign with Partners Health Management
 - Mecklenburg and Forsyth Counties Issue Letter to Cardinal Innovations Healthcare Requesting Corrective Action Plan by November 9, 2020

Slide #4

Context and Timing

- Medicaid Transformation – New Timeline
 - Standard Plans Effective July 1, 2021
 - Includes Most Medicaid Recipients with Mild to Moderate Behavioral Health Diagnoses
 - Contracts Awarded to Insurance Companies like BCBS, United Healthcare, etc.
 - LME-MCOs Continue to Provide Services to More Complex Cases
 - Tailored Plans Effective July 1, 2022
 - Includes Individuals with Serious Mental Health or Substance Use Disorder, Intellectual and Developmental Disabilities, or Traumatic Brain Injury
 - Contracts Likely Awarded to LME-MCOs in May-June 2021
 - Four Year Contracts – Counties Locked in to LME-MCOs for Tailored Plan Administration

Slide #5

Disengagement Process by Statute

- Disengagement Authorized by G.S. 122C-115
 - Subject to the Approval of the Secretary of Health and Human Services and Five Broad Guidelines:
 1. Provision of services is not disrupted by the disengagement.
 2. The disengaging county either is in compliance or plans to merge with an area authority that is in compliance with population requirements provided in G.S. 122C-115(a) of this section.
 3. The timing of the disengagement is accounted for and does not conflict with setting capitation rates.
 4. Adequate notice is provided to the affected counties, the Department of Health and Human Services, and the General Assembly
 5. Provision for distribution of any real property no longer within the catchment area of the area authority.

Slide #6



Slide #7

Considerations for Approval

- Rules Outline Information for Secretary of DHHS to Consider
 - Impact and Public Comments from Consumers, Advocates, Self Advocates, etc.
 - County's Disengagement Plan
 - County's Continuity of Services Plan
 - Compliance with Administrative Code Process
 - Contiguity with Adjacent MCO Service Area (Alliance Health)
 - Disruption in Setting Capitation Rates
 - Financial Viability of Disengaged MCO (Cardinal Innovations)
 - Compliance with Population Requirements >500,000
 - Stability of the State's Healthcare System
 - How Disengagement will affect Quality, Variety and Amount of Services for Residents
 - Operational Impacts of Realignment related to Geography, Service Delivery, and Whole Person Centered Care
- Secretary Shall Issue Decision within 90 Calendar Days of Receiving Request

7

Slide #8

Discussion and Questions

8

Commissioner Dorosin asked if the total length of time this process would take could be identified.

Travis Myren said a minimum of nine months, as long as no other circumstances are at play.

Commissioner Greene asked if the County moved to enter a contract with Alliance, would it still have the ability to disengage within the four years.

Travis Myren said the clear message to County administration is that once the County engages in the four-year relationship, disengagement will not occur.

1 Commissioner Price asked if staff had spoken to Alliance about accepting the Orange
2 County service area, and if the services are comparable. She asked if the Alliance Board would
3 vote prior to the Secretary making her decision.

4 Travis Myren said staff did speak with the CEO, but the decision would be up to the
5 Alliance Board. He said the CEO was helpful.

6 Commissioner Price asked if there is a timeline on when the County would know if the
7 Alliance Board has accepted the change.

8 Travis Myren said the Alliance Board would have to agree prior to the Secretary making
9 her decision, and Alliance would vote within the next nine months.

10 Commissioner McKee asked if the start date for the four-year relationship would be
11 effective for July 1, 2022.

12 Travis Myren said that is correct.

13 Commissioner McKee asked if, given that date, the BOCC could delay its decision to
14 September 2021 instead of deciding now.

15 Travis Myren said there is some flexibility, but there is a lot of preliminary work that
16 needs to go into effect prior to those tailored plans going into effect. He said those receiving
17 services need time to transfer to new providers, etc.

18 Commissioner McKee asked if the number of disengagements that have occurred in the
19 past few years is known.

20 Travis Myren said he knew of one.

21 Commissioner McKee said the disengagement is not a given.

22 Travis Myren said no, it is not.

23
24 **PUBLIC COMMENT:**

25 Rosemary Waldorf, Club Nova Board, said the timing of this action could not be worse.
26 She said Club Nova has spent seven years raising money for a new clubhouse, and has fully
27 met all negotiations to receive the \$500,000 pledge agreement from Cardinal Innovations (CI).
28 She said the funds have been raised within the required timeline, and Club Nova has secured a
29 bridge loan. She said it has been very difficult to raise funds, and she is unsure what Cardinal
30 will do if the County disengages. She said this could be severely detrimental to the success of
31 the project.

32 Karen Dunn, Club Nova Executive Director, said Club Nova was taken by surprise that
33 the possibility of disengagement is back on the table. She said losing the \$500,000 pledge from
34 CI would be highly detrimental. She said if the County chooses to disengage from CI, it should
35 find the funds to cover the loan loss. She said the State already required the LME MCO to
36 remain the same through 2025, and she does not see that disengagement will be allowed. She
37 highlighted some of the negative impacts of using Alliance for services, including lowered
38 reimbursement rates, greater administrative demands, etc.

39 Alex Harrison said Club Nova saved his life, and his mental illness is self-destructive.
40 He said the plan to cut \$500,000 gives him great anxiety. He said he does not know what he
41 would do without Club Nova.

42 Tanya Pace said the current pandemic has placed a greater burden on serving those
43 with mental health needs, and the services of Club Nova are vital. She said this potential
44 disengagement will negatively impact the building construction, and the Club itself. She said the
45 Club desperately needs more space to serve more members safely.

46 Matthew Cox said he is member of Club Nova, and a present Board member. He said
47 Club Nova is a life saving community that reduces isolation for those suffering with persistent
48 mental illness. He said these services save the County and community a great deal of money,
49 and Club Nova partners with local law enforcement to create positive and productive
50 relationships. He asked the BOCC to not disengage from CI, but if it does, to cover the loss of
51 the \$500,000.

1 Gary Weaver echoed comments of previous speakers about the risk of losing funding if
2 the County disengages from CI. He said the current Club Nova building is too small and not
3 handicap accessible. He said the services are essential to him, and many others.

4 Charlene Lee said she has been a member of Club Nova for 14 years, and it has been
5 such a gift to her. She echoed previous comments, and said the work of fundraising has been
6 done by many of the Club Nova members, including the first fruits of her own paycheck. She
7 said putting this new building in jeopardy breaks her heart. She asked if the BOCC would
8 please postpone this vote.

9 Commissioner Greene asked if there is a representative present from Cardinal
10 Innovations.

11 Trey Sutton, Cardinal Innovations, said he appreciates the partnership with Orange
12 County. He said over the past couple of months there have been several gaps in service, and
13 common themes have emerged. He said some changes have already been made including
14 additional providers and reduced administrative costs. He said CI has spent the last week and
15 a half working with Department of Health and Human Services (DHHS), and has created an
16 effective plan to offer a better experience with CI. He said he does not recommend instability at
17 this time, and suggested the BOCC allow the plan a chance to succeed. He said it is important
18 for County partners and funders to hold CI accountable. He said now is not the time for a major
19 change. He said CI has provided COVID relief grants, as well as other funds to help with
20 stabilization in provision of services. He said CI is proud to partner with Club Nova, and
21 disengagement is a parameter of this agreement.

22 Commissioner Greene clarified that the County remaining with CI is a part of the Club
23 Nova grant agreement.

24 Travis Sutton said yes it is, and he would be happy to readdress this issue with the CI
25 Board.

26 Commissioner Greene referred to CI board meeting notes, which mentioned an
27 extension of the agreement until December 30, 2020. She said Club Nova will meet this
28 deadline, and is relying on this promise for the creation of the building. She said it would be
29 wrong for CI to withdraw its \$500,000 regardless of what Orange County does.

30 Travis Sutton said he would be willing to readdress this issue with the CI Board.

31 Commissioner Greene said the BOCC is considering beginning disengagement through
32 a public process, which requires the BOCC to go through many steps. She said the statutory
33 process is to come together to discuss next steps. She said it is unclear of the pros and cons of
34 CI and Alliance, and she would like to see a true public conversation to hear from all
35 stakeholders that would be impacted by a disengagement decision. She said she does not
36 want to proceed on this vote tonight.

37 Commissioner McKee asked if CI can give any assurances to the residents, clients, and
38 Board members that things will change with CI if the County remains with them. He said
39 systemic problems have existed for years, and he wants to know what will change. He said,
40 from his opinion, the corporate mentality trumps the client need at CI.

41 Trey Sutton said Cardinal Innovations does not have a corporate mentality, and
42 members are the number one priority. He said CI is putting a concrete action plan in place with
43 dates and measurable outcomes. He said services are being reviewed to see which can be
44 auto authorized, and new providers have been added to the network. He said the foster care
45 population is a friction point, and CI has committed \$1 million to the County over the next two
46 years to make investments into foster care. He said CI is co-locating with DSS to allow for
47 faster and more efficient service.

48 Commissioner McKee said he appreciates these changes. He asked if there is a date
49 when the BOCC, clients and the public can expect to see this action plan.

50 Travis Sutton said next week, after discussions with Mecklenburg and Forsyth counties.

1 Commissioner Price said a public hearing has not been conducted and she is hesitant to
2 jump into a new agreement not knowing if the grass is greener on the other side. She said she
3 has no idea of what Alliance offers and if it will benefit the residents of Orange County.

4 Commissioner McKee said he expects this conversation tonight to have no impact on
5 the \$500,000 going to Club Nova.

6 Commissioner Price agreed that there has not been a full public hearing, and she would
7 also like more details about Alliance and how it would be an improvement over CI. She said
8 she has received few complaints about CI over the years, and would like to know what makes
9 Alliance uniquely better. She asked if staff could research these details. She said if CI fails to
10 pay the \$500,000 to Club Nova, the County must find a way to cover the funds.

11 Commissioner Bedford said she wants to make sure the BOCC understands the
12 timeline, and the vote tonight is only an intent to disengage, and does not necessarily determine
13 the final decision.

14 Commissioner Bedford said she has a daughter with dual diagnoses, who receives
15 services through CI. She said she has a personal interest and experience with CI. She said her
16 entire public life is as a result of her daughter. She said her daughter requires a lot of care, but
17 noted she does not have an axe to grind with CI. She said she has been an advocate for these
18 areas for many years, and is the BOCC representative on several boards related to these
19 issues. She said she contributes financially to Club Nova, and greatly supports its mission. She
20 said she also declines the \$50 from CI for mileage, etc.

21 Commissioner Bedford said she asked CI for several records, but was declined. She
22 said she has tried to follow CI board meeting conversations, but it is very difficult. She said CI
23 does not try to engage the public, and does not post its minutes.

24 Commissioner Bedford said she checked Club Nova financials in October and the
25 \$500,000 was present. She said she greatly supports this, and it is horrified that all involved
26 with Club Nova expects CI to withdraw the funds if the County disengages from CI. She said
27 this is not the type of organization with which the County should be aligned. She said better
28 services are needed for Orange County residents. She said she has done some research on
29 Alliance, whose minutes are posted publicly. She said Alliance plans to open a Children's Crisis
30 Center in June 2021, and is ahead in many other ways. She highlighted several statistics
31 showing the differences between Alliance and CI, particularly ways that CI has denied services
32 in larger numbers than Alliance and complaints made about the MCO. She said these statistics
33 show that Alliance is providing better services.

34 Commissioner Bedford said she does not want to give credence to the fear mongering
35 about what will happen to clients with switching providers, as she does not believe it to be true.
36 She said CI does not allow a BOCC member to have a voice on its board, whereas Alliance
37 does. She said CI has failed to provide any clear data, and to involve county stakeholders in its
38 governance.

39 Commissioner Bedford said the timing of this process would allow the BOCC to do it
40 properly, and to the best interest of Orange County residents. She said many local providers
41 already have contracts with Alliance, and the transition will not be as difficult as some fear. She
42 said there is power in the collective voice, and Orange County is not alone in raising this alarm.
43 She said she expects the State to listen more carefully now, and she said CI's proposed action
44 plan is too little, too late. She said it is time to start this process, and research an alternate
45 option, as nothing can be worse than the current situation.

46 Commissioner Dorosin said Commissioner Bedford's research and commitment to this
47 topic is much appreciated. He said he has never received positive feedback regarding Cardinal
48 Innovations, and there is a serious lack of accountability. He said the BOCC has been mulling
49 this conversation for months, and the only reason offered to stay with CI is to insure that Club
50 Nova receives \$500,000. He said this is close to extortion, and the County needs to find a way
51 to secure those funds, if necessary. He said when he served as the BOCC liaison with CI, he

1 was asked to sign a document that required him to put CI over his role as a Commissioner. He
2 said he will vote to start the process of exploring disengagement, and perhaps CI will make real
3 changes this time. He said it is time for action.

4 Chair Rich agreed with Commissioners Dorosin and Bedford. She said the BOCC is
5 fully behind Club Nova, and wants to see the new building come to fruition. She said she feels
6 CI never intended to give Club Nova the money, and the members of Club Nova have put
7 extreme effort into fund raising. She said CI agreed to give the money, and Club Nova has met
8 every requirement made of them by CI, thus CI must make good on giving the \$500,000. She
9 said Orange County has been a CI client for many years, and CI has benefitted from County
10 funding, and needs to keep its pledge to Club Nova, regardless of what the County decides to
11 do. She said Commissioner Bedford has laid out the details clearly, and this will be a long
12 process if the County remains partners with CI. She said it is possible that CI will make great
13 strides and changes, and the disengagement may not be necessary. She said these concerns
14 have been discussed in the BOCC for 8 years, and all she ever hears from residents are
15 complaints and concerns. She said these are difficult situations and families are fragile and
16 need help, not roadblocks. She said she will support Commissioner Bedford's recommendation.

17 Commissioner McKee said he will vote to initiate the disengagement process, and will
18 observe how CI responds.

19 Commissioner Greene said this has been a good discussion. She said there are serious
20 concerns among the community, and she will not support the motion to initiate the
21 disengagement process. She says the statute reads to her as this being a vote to disengage,
22 not one to consider disengagement.

23 Commissioner Marcoplos agreed with Commissioner Greene, and said he will vote no to
24 initiating this disengagement process.

25 Commissioner Price said she needs more information before making a decision on
26 disengagement.

27 Chair Rich said there has been a great deal of dialogue and information received on this
28 topic, and, while it is complicated, she thinks staff has laid out a good and timely plan.

29 Commissioner Bedford said in February 2019 a letter was sent from Deputy Secretary
30 Dave Richards, which said the MCOs were not to offer an inducement to change or maintain
31 affiliation. She said CI has completely violated this with the \$500,000 to Club Nova.

32
33 A motion was made by Commissioner Dorosin, seconded by Commissioner Bedford to
34 authorize the County Manager to initiate the formal disengagement process from the County's
35 current Local Management Entity-Managed Care Organization, Cardinal Innovations
36 Healthcare, and to seek realignment with Alliance Health to administer mental behavioral
37 services for Orange County residents.

38
39 Trey Sutton said CI posts current meeting minutes online, and meetings have never
40 been moved. He said CI has been completely flexible with Club Nova, and has never moved
41 the goal post. He said much of Commissioner Bedford's comments are inaccurate, and
42 apologized that Commissioner Dorosin was asked to sign something with which he felt
43 uncomfortable. He said this practice was before his tenure at CI. He said this is a serious
44 decision, and asked if the BOCC would slow down.

45 Commissioners Price said her request for more information is related to Alliance, as
46 opposed to complaints about CI. She said there is no one on the CI board because no one from
47 Orange County applied.

48 Commissioner Bedford said CI asked her to sign a conflict of interest statement in 2018,
49 which is during Trey Sutton's tenure.

50 Commissioner Greene asked Commissioner Bedford to restate her comments about the
51 February 2019 letter, and prohibition on inducements.

1 Commissioner Bedford said counties were notified that they could send an alignment
2 preference to the NCACC, and there were guidelines from the Deputy Secretary that said there
3 could be no inducement to change or maintain affiliation with MCOs.

4 Commissioner Greene asked if Trey Sutton could respond, as this \$500,000 sounds like
5 an inducement.

6 Trey Sutton said he was happy to speak with Cardinal Innovations Board. He said this
7 was a parameter of the board's decision.

8 Commissioner Greene said Trey Sutton has said he will honor the pledge, but that is
9 likely not within his authority.

10 Trey Sutton said it is not, and he will have to talk to his board.

11 Commissioner Greene said this is why she would like to notice a public hearing within
12 the next 30 days, and hear from the public.

13 Chair Rich called each Commissioner by name (roll call).
14

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

19 **MOTION PASSES 4-3**
20

21 **7. Reports**

22 **a. Interim Alternative Implementation Approach (IAIA) – Upper Neuse River Basin 23 Association (Falls Lake Rules)**

24 The Board received information on joining the Upper Neuse River Basin Associations
25 (UNRBA's) planned and coordinate multi-jurisdictional implementation approach to
26 implementing Stage 1 of the Falls Lake Watershed Rules, promulgated by the N.C. Division of
27 Water Resources and consider voting to authorize Commissioner Greene to indicate Orange
28 County's intent to participate in the I.A.I.A. at the November 18, 2020 UNRBA Board meeting,
29 with formal approval and action to be forthcoming in 2021.
30
31

32 David Stancil, Director of the Department of Environment, Agriculture, Parks and
33 Recreation (DEAPR), reviewed the item below:
34

35 **BACKGROUND:** Orange County was a founding member of the UNRBA, which was created in
36 the 1990's to coordinate mandatory watershed protection efforts among the jurisdictions of the
37 Falls Lake watershed. Falls Lake (henceforth, "the Lake"), located in Durham and Wake
38 counties, serves as the primary water supply source for Raleigh and many Wake County
39 municipalities. Most of central, eastern and northeastern Orange County is located within the
40 Falls Lake watershed (please see Attachments 2 and 3).
41

42 As the Falls Lake Nutrient Management Strategy (henceforth, "the Rules") was adopted in 2011
43 to address nutrient loading in the Lake (primarily nitrogen and phosphorus), the UNRBA began
44 to work as a coordinating entity among the jurisdictions to address this effort and to pursue a
45 reexamination of the Rules. Implementation of the Rules, which would occur in two stages, has
46 been estimated to cost the combined watershed jurisdictions over \$1.5 billion in total to address.
47 In addition, evaluation of the Rules by water quality consultants has determined that the
48 proposed reductions as originally adopted are not technically feasible and that a new method is
49 needed. (Prior estimates of Orange County's likely costs to address the Rules, if it acted on its
50 own, have ranged as high as \$46 million over a 10-year period.)
51

1 As a result, the UNRBA jurisdictions collectively worked to encourage a re-examination of the
2 Rules, with an alternative method of addressing nutrient reductions for the Lake. Rather than
3 trying to implement jurisdictional load reductions on their own - at great cost and questionable
4 results - the UNRBA and its member local governments have spent the last few years working
5 with consultants and in coordination with the NC Division of Water Resources to find a preferred
6 and “doable” alternative approach to meeting the nutrient reduction goals. *Note: Considerable*
7 *additional detail and information about the Falls Rules, UNRBA findings, types of reduction*
8 *measures, and the “Path Forward” to identifying an alternative approach, may be found on the*
9 *UNRBA website at www.UNRBA.org.*

10
11 To this end, since 2018 the UNRBA has been developing an alternative option for achieving
12 compliance with Stage I existing development nutrient load reductions that would be required by
13 the Rules. This alternative approach would promote a commitment to additional actions directed
14 at reducing nutrient loading impacts from existing development, using both existing and new
15 and innovative measures, to improve the water conditions in the Lake. Titled the “Interim
16 Alternative Implementation Approach” or IAIA, this program is considered interim because it
17 would apply only during the period between the time this alternative approach is initiated and
18 when the Rules are readopted (expected to occur in 2025 or later). However, it is important to
19 note that it is anticipated that the experience and use of this approach may very well inform and
20 serve as a model for the future readopted Rules to be implemented beyond 2025. A summary of
21 this document (in draft form) may be found as Attachment 1.

22
23 The IAIA is based on voluntary participation of UNRBA members in the Program, and will allow
24 participating jurisdictions to achieve compliance with the Stage I requirements. Choosing not to
25 participate in the IAIA would result in a jurisdiction having to comply on their own by developing
26 a Stage I local program consistent with the Rules and the Model Program as written. Phase I
27 compliance without the IAIA would require installation of nutrient-removing measures in direct
28 relation to Orange County’s prior nutrient loading. In other words, the County would need to
29 install enough nutrient-reducing ponds or similar SCMs to compensate for the amount of
30 Nitrogen and Phosphorus added to Falls Lake from Orange County between 2006 and 2012.

31
32 Participating in the IAIA will allow a jurisdiction, in the interim period, to achieve full Stage I
33 existing development compliance. The IAIA also allows for credit for land conservation. There is
34 currently no credit for land conservation, of which Orange County has achieved considerable
35 success, except through the IAIA (until such time as the rules may be revised to include this
36 measure). Under a local-only program outside of the IAIA, the nutrient reduction would need to
37 be accomplished with traditional Stormwater Control Measures (SCMs - ponds, permeable
38 pavement, green roofs, etc.) or other structural controls.

39
40 As noted, the NC Division of Water Quality has been advising on the IAIA and has indicated
41 support for this alternative approach to date.

42
43 At this time, the UNRBA has completed work on the IAIA and is asking all member jurisdictions
44 to tentatively commit to participating in this effort beginning in FY 2021-22, before authorizing
45 staff and consultants to complete the actions that would be needed to formally implement the
46 program. Staff from DEAPR, Planning and the County Attorney’s office have been involved in
47 the development of the IAIA from the outset, and recommend participation in the program as a
48 more cost-effective, collaborative and technically-efficient way to address the nutrient loading
49 issues that will be needed for Falls Lake.

50
51 Commissioner Greene serves as the County’s member on the UNRBA Board of Directors, with

1 Commissioner Bedford as alternate. At the November 18 UNRBA Board meeting, each delegate
 2 will be asked to participate in an initial vote to indicate intent to participate in the program
 3 beginning in FY 2021-22. (Formal approval and action would come in 2021).

4
 5 **FINANCIAL IMPACT:** The IAIA program is based on the organization’s cost-share basis, which
 6 reflects a combination of water usage from the Lake and the amount of watershed area in the
 7 jurisdiction. The annual commitment for funding participation in the IAIA for Orange County is
 8 \$161,943 per year, anticipated to continue through FY 2024-25. This is based on the
 9 participation of 12 jurisdictions that have indicated to date an interest in participating at the staff
 10 level.

11
 12 This contrasts to the projected cost of Orange County’s requirement to develop its own
 13 individual program for Rules implementation, expected to be in the millions of dollars each year,
 14 depending on the actual jurisdictional loading rate. Phase I compliance without the IAIA would
 15 require installation of nutrient removing measures in direct relation to Orange County’s prior
 16 nutrient loading. In other words, the County would need to install enough nutrient-reducing
 17 ponds or similar SCMs to compensate for the amount of Nitrogen and Phosphorus added to the
 18 Lake from Orange County between 2006 and 2012. Some estimates have projected the total
 19 cost of this individual program to be approximately \$46 million for Orange County.

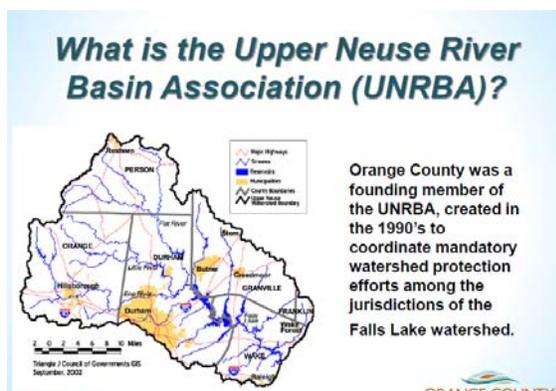
20
 21 Based on the development of the IAIA over the last few years, the current Capital Investment
 22 Plan or CIP (and the proposed FY 2020-25 CIP) includes a Falls Lake Nutrient Management
 23 Strategy item that allocates \$175,000 per year during the years of the IAIA implementation. This
 24 funding would begin in FY 2021-22. In addition, some of the work and funds of the Lands
 25 Legacy program in the Falls Lake watershed will also count toward the funding commitment.
 26 This model approach, if successful, may be used in the future phase of the Rules, resulting in
 27 considerable cost savings to the County and all jurisdictions.

28
 29 David Stancil made the following PowerPoint presentation:

30
 31 Slide #1

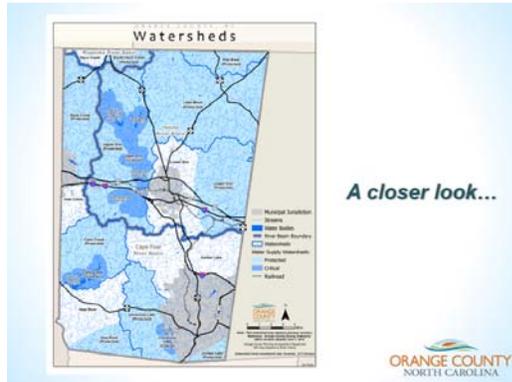


45 Slide #2



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Slide #3



Slide #4

What is the Interim Alternative Implementation Approach (IAIA)?

- Since 2018, UNRBA exploring alternative way to achieve compliance with Stage I Existing Development nutrient load reductions required by Falls Lake Nutrient Management Strategy
- Interim as it would apply only during the period between the time initiated and when the Falls Lake Rules are readopted (expected in 2025 or later). But could be a model for future rules approach
- Voluntary participation/funding of UNRBA members - scientifically-based, technologically supportable, and economically viable approach that will be more reasonable than that required under the current rules. Other partners appear to support.



Slide #5

What are the goals of the IAIA?

- Continue to improve water quality in Falls Lake and watershed until re-examination of Stage II completed & new strategy adopted
- Engage each jurisdiction in a collaborative, watershed-focused approach to nutrient reduction through variety of measures
- Provide flexibility to jurisdictions in cost-effectiveness, types of projects, where to implement projects, and who to partner with

Slide #6

What will it cost Orange County?

Table 1. Local Government Financial Commitment Fiscal Year Levels for Members that Choose to Participate in the Stage I ED IAIA

Member	Annual Funding Level	Member	Annual Funding Level
Town of Butner	\$23,393	Town of Hillsborough	\$34,221
City of Creedmoor	\$16,926	Orange County	\$161,943
City of Durham	\$337,587	Person County	\$114,394
Durham County	\$133,300	City of Raleigh	\$466,081
Franklin County	\$19,058	Wake County	\$88,968
Granville County	\$100,453	Town of Wake Forest	\$13,692



Slide #7

What if Orange County chooses not to participate in the IAIA?

- County would have to comply on its own by developing a Stage I local program consistent with the current Falls Lake Nutrient Management Strategy and the Model Program as written
\$\$\$
- Stage I compliance on its own would require installation of nutrient-removing measures in direct relation to Orange County's prior nutrient loading. Costs could reach into the millions of \$
\$\$\$
- In other words, the County would need to install enough stormwater control measures (SCM's) to compensate for the amount of Nitrogen and Phosphorus added to Falls Lake from Orange County between 2006 and 2012. Costly, no partnerships



Slide #8

Tonight's Decision:

To authorize the Board's representative on the UNRBA Board of Directors to indicate intent to participate in the IAIA - a planned and coordinated multi-jurisdictional implementation approach to implementing Stage I of the Falls Lake Watershed Rules.



Commissioner Greene said this was a thorough presentation, and underscored that this decision to join this coalition is only voluntary to the extent that not joining would cost the County millions of dollars in going it alone. She said this path is an incredibly creative and sensible way to maintain the water quality of Falls Lake.

Forest Westall, UNRBA Executive Director, said he has been involved in this process for 44 years, and thanked the Commissioners for their service. He said the NGOs and environmental community has worked on this project, and all are supportive. He said this is a model for dealing with existing development, and the commitment is for 5 years to maintain the water quality. He said the Lake is in good shape, and all want to keep it that way. He said this vote is intent to participate, as final details are worked out. He said if Orange County is not a part of the IAIA, it will have to submit its own plan. He said the implementation will begin in July 1, 2021. He said this is a joint effort by all involved.

Commissioner Dorosin referred to page 8, and said there is a reference to Orange County going out alone, and the compensatory costs would range from \$49,000 to \$46 million. He said this is a useless statistic, and should be more accurate.

David Stancil said the exact loading rate is really unknown, and it is more likely to be on the upper end of the range. He said he understands Commissioner Dorosin's comment.

A motion was made by Commissioner Greene, seconded by Commissioner Price to authorize Commissioner Greene to indicate Orange County's intent to participate in the IAIA at

1 the November 18, 2020 UNRBA Board meeting, with formal approval and action to be
2 forthcoming in 2021.

3
4 Chair Rich called each Commissioner by name (roll call).

5
6 **VOTE: UNANIMOUS**

7
8 **8. Consent Agenda**

- 9
10 • **Removal of Any Items from Consent Agenda**
11
12 • **Discussion and Approval of the Items Removed from the Consent Agenda**

13
14 Commissioner Dorosin referred to item 8-g, and asked if there is a reason for this closed
15 session to be added before a meeting, as opposed to the typical practice of afterwards.

16 Chair Rich said this is a meeting to discuss applications for the Clerk position, and staff
17 thought the BOCC may be more fresh at the beginning of the evening.

18 Commissioner Dorosin asked if this will take 90 minutes, and could the Commissioners
19 come into the meeting with their top 5 candidates to expedite the process.

20 Chair Rich said yes, this was already staff's suggestion. She said this item is on the
21 consent agenda, as the meeting must be added to the BOCC calendar.

22 Greg Wilder said no action is needed if the BOCC does the meeting at the end of the
23 already scheduled work session. He said action is only needed if the BOCC wants to add it
24 prior to the work session.

25 Commissioner Bedford asked if the work session agenda is full. She said she is flexible.

26 Bonnie Hammersley reviewed the agenda items for the work session.

27 Commissioner Greene said she would defer to Commissioner Dorosin's request.

28 Commissioner Marcoplos suggested starting the work session at 6, and having he
29 closed session afterwards.

30 Commissioner McKee said he would prefer to meet afterwards.

31 Commissioner Price said she would prefer to start earlier.

32 Commissioner Greene said this will be a work session, and not full of complex decisions.

33 Chair Rich asked if the BOCC can start the work session at 6:00 p.m.

34 Commissioners Greene and Dorosin said they would prefer to start at the normal time of
35 7:00 p.m.

36 Commissioner McKee said he cannot imagine the first run through of candidates will
37 take 90 minutes.

38 Commissioner Marcoplos said to leave the work session at 7:00 p.m.

39
40 A motion was made by Commissioner Dorosin, seconded by Commissioner Marcoplos
41 to remove item 8-g from the consent agenda.

42
43 Chair Rich called each Commissioner by name (roll call).

44
45 **VOTE: UNANIMOUS**

- 46
47 • **Approval of Remaining Consent Agenda**

48
49 A motion was made by Commissioner McKee, seconded by Commissioner Dorosin to
50 approve the consent agenda.

1
2 Chair Rich called each Commissioner by name (roll call).
3

4 **VOTE: UNANMIOUS**
5

6 **a. Minutes**

7 The Board approved the draft minutes from September 24, October 6, and October 8, 2020 as
8 submitted by the Interim Clerk to the Board.

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

10 The Board adopted a resolution, which is incorporated by reference, to release motor vehicle
11 property tax values for eight (8) taxpayers with a total of nine (9) bills that will result in a
12 reduction of revenue in accordance with NCGS. **(RES-2020-068)**

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

14 The Board adopted a resolution, which is incorporated by reference, to release property tax
15 values for twelve (12) taxpayers with a total of thirty-three (33) bills that will result in a reduction
16 of revenue in accordance with North Carolina General Statute 105-381. **(RES-2020-069)**

17 **d. Applications for Property Tax Exemption/Exclusion**

18 The Board adopted a resolution, which is incorporated by reference, to approve tax
19 exemptions/exclusions from ad valorem taxation for thirteen (13) bills for the 2020 tax year.
20 **(RES-2020-070)**

21 **e. Appointment of County Review Officer**

22 The Board approved a resolution appointing Rebecca Lee to be the Review Officer for Orange
23 County, and removed two (2) review officers that are no longer employed by the County. **(RES-
24 2020-071)**

25 **f. Fiscal Year 2020-21 Budget Amendment #3**

26 The Board voted to approve budget, grant, and capital project ordinance amendments for fiscal
27 year 2020-21. **(ORD-2020-026)**

28 **g. Change in BOCC Meeting Schedule for 2020 (added)**

29 The Board voted to add a virtual Board meeting on November 12, 2020 at 5:30 pm for the
30 purpose of convening a Closed Session to discuss personnel and other matters. This additional
31 meeting precedes a Board work session that was previously scheduled and is already included
32 on the 2020 Board Meeting Calendar.
33

34
35 **9. County Manager's Report**

36 NONE
37

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

39 NONE
40

41 **11. * Appointments**

42 NONE
43

44 **12. Information Items**

- 45
46 • October 20, 2020 BOCC Meeting Follow-up Actions List
47 • Tax Collector's Report – Numerical Analysis
48 • Tax Collector's Report – Measure of Enforced Collections
49 • Tax Assessor's Report – Releases/Refunds under \$100
50

1 **13. Closed Session**
2 NONE
3

4 **14. Adjournment**
5

6 A motion was made by Commissioner McKee, seconded by Commissioner Bedford to
7 adjourn the meeting.
8

9 Chair Rich called each Commissioner by name (roll call).
10

11 **VOTE: UNANMIOUS**
12

13 The meeting was adjourned at 11:21 p.m.
14
15

16 Penny Rich, Chair
17
18

19 Allen Coleman
20 Assistant Deputy Clerk II
21

22 Submitted for approval by Gregory A. Wilder, Interim Clerk to the Board

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2
3 **DRAFT**4 **MINUTES**
5 **ORANGE COUNTY**
6 **BOARD OF COMMISSIONERS**
7 **VIRTUAL WORK SESSION**
8 **NOVEMBER 12, 2020**
9 **7:00 p.m.**10
11 The Orange County Board of Commissioners met for a Virtual Work Session on Thursday,
12 November 12, 2020 at 7:00 p.m.13
14 **COUNTY COMMISSIONERS PRESENT:** Chair Penny Rich, Vice Chair Renee Price, and
15 Commissioners Jamezetta Bedford, Mark Dorosin, Sally Greene, Earl McKee, and Mark
16 Marcoplos17 **COUNTY COMMISSIONERS ABSENT:** NONE18 **COUNTY ATTORNEYS PRESENT:** John Roberts19 **COUNTY STAFF PRESENT:** County Manager Bonnie Hammersley, Deputy County Manager
20 Travis Myren, Interim Clerk to the Board Greg Wilder, and Assistant Deputy Clerk II Allen
21 Coleman (All other staff members will be identified appropriately below.)22
23 Chair Rich called the meeting to order at 7:00 p.m. and asked Commissioners to accept
24 a roll call.

25 Roll Call ensued.

26
27 Due to current public health concerns, the Board of Commissioners is conducting a Virtual Work
28 Session on Thursday, November 12, 2020. Members of the Board of Commissioners
29 participated in the meeting remotely. As in prior meetings, members of the public were able to
30 view and listen to the meeting via live streaming video at
31 <http://www.orangecountync.gov/967/Meeting-Videos> and on Orange County Gov-TV on
32 channels 1301 or 97.6 (Spectrum Cable).33
34
35 **1. Financial Report for the First Quarter of FY2020-21**36
37 Gary Donaldson, Chief Financial Officer, presented the item below:38
39 **BACKGROUND:**40 The COVID-19 induced recession resulted in County measures as part of the FY 2020-21
41 Adopted Budget. This first quarter report provides a status of Revenue and Expenditure of the
42 County's Operating Funds as compared with the prior fiscal year. Budget versus Actual financial
43 analysis are a key focus to identify and report any material performance variances.44
45 Gary Donaldson made the following PowerPoint presentation:46
47 Slide #1

Slide #2

Economic Outlook

- Near Term** Phase 3- Executive Order 169 which eased public health restrictions represents the near term economic prospect for governments and businesses. The [Phase 3](#) extension will continue to be monitored in relationship with any impact on sales tax and charges for services revenues.
- Mid Term** UNC-Charlotte 2021 Economic Forecast released September 23, 2020 is enclosed for your review. [UNC-Charlotte Economic Forecast](#) the Gross State Product (GSP) at 3.6% for 2021 as compared to a forecasted GSP of -4.5 % for 2020.
- Unemployment rate forecasted to continue to decline to 5.1% by December 2021.

The next UNC-Charlotte update is scheduled to be released December 10, 2020.



Slide 3



Slide #4



Slide #5

General Fund

FUNDING TYPE	FY 2020				FY 2021				% 2021 vs 2020
	Actual Budget	Actual Revenue	2020 Budget	2020 Actual	2021 Budget	2021 Revenue	2021 Budget	2021 Actual	
General Fund	100,000,000	98,000,000	100,000,000	98,000,000	102,000,000	100,000,000	102,000,000	98,000,000	2.92%
Capital	10,000,000	9,500,000	10,000,000	9,500,000	10,500,000	10,000,000	10,500,000	9,500,000	2.92%
Human Services	15,000,000	14,500,000	15,000,000	14,500,000	15,500,000	15,000,000	15,500,000	14,500,000	2.92%
Public Safety	12,000,000	11,500,000	12,000,000	11,500,000	12,500,000	12,000,000	12,500,000	11,500,000	2.92%
Education	43,000,000	42,000,000	43,000,000	42,000,000	44,000,000	43,000,000	44,000,000	42,000,000	2.92%
Surface Tech	8,800,000	8,400,000	8,800,000	8,400,000	9,200,000	8,800,000	9,200,000	8,400,000	2.92%
Transfers to Other Funds	8,800,000	8,400,000	8,800,000	8,400,000	9,200,000	8,800,000	9,200,000	8,400,000	2.92%

Commissioner McKee asked if the 2.92 % total revenue variance is growth.

1 Gary Donaldson said yes.

2 Commissioner McKee asked if the projected growth for this year is known.

3 Gary Donaldson said the projected growth was for the increased debt service. He said
4 this amount also includes a fund balance appropriation of \$8.2 million. He said for FY 2020
5 there was no fund balance appropriation that was used.

6 Commissioner McKee asked if the appropriated fund balance is down, are projected
7 revenues ahead or behind from what was originally projected. He said it is his understanding
8 that revenues were originally projected to be down considerably.

9 Gary Donaldson said the sales tax difference is \$3 million. He said the revenue and
10 expenditure trends have no alarms at this point, since this was based on the property tax
11 revenue, which usually peaks at the end of the calendar year.

12 Paul Laughton, Deputy Financial Services Director, said the Intergovernmental Account
13 reflects the CARES Act funding, which was a huge driver for the overall 2.92% increase in
14 revenues.

15 Commissioner McKee said he is curious for numbers that have atypical revenue sources
16 removed, in order to get a clearer picture of the actual situation.

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18 Slide #6

19
20 **Property Tax Revenues**

- 21 • Property Tax collections are 16.5% of the total Property tax budget compared to 14.2% the prior fiscal year; this represents a timing variance in collections. Real and personal taxes are due September 1 with peak tax collections occurring in December prior to the assessment of penalties and interest. Assessed Values for FY 2020-21 by statute are as of January 1, 2020. The property tax category includes real, personal, and motor vehicle taxes.
- 22 • Motor vehicles are 29% of the Motor Vehicle budget as compared to 36% in the prior fiscal year represents a timing variance. COVID related State legislation allowed taxpayers to delay renewing their registrations and tax payments for five months from March through August 2020. The FY 2020-21 increase is due to accrued payments over the five month period.
- 23 • Motor vehicle taxes are payable on the vehicle renewal date and the tax is based on market value of the vehicle. The State remits this tax to the County on a monthly basis.

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28 Slide #7

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30 **Sales Tax Revenues**

- 31 • Sales Tax has a three-month revenue lag from the NC Department of Revenue (NCDOR) with the first month of July to be received in October. Note: The County received NCDOR notification of our July Sales Tax which is 8.2% above the July 2019 sales tax and the August Sales Tax is 4.4% above the August 2019 sales tax. The NCACC Research Center attributes the July and August 2020 sales tax performance to the following factors:
- 32 - Online Sales Tax collections resulting from NCDOR enforcement of online retailers as consumers increased their internet purchases.
- 33 - Federal Stimulus spending from CARES Payroll Protection Program
- 34 - Gradual Easing of Business restrictions

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39 Slide #8

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41 **Sales Tax Annual Trend**

42 Below is a three-year historical sales tax revenues and the FY 2020-21 budgeted reduction in sales tax in response to the recession. The FY 2020-21 sales tax budget is -9% below the prior fiscal year after factoring in the easing of public health business closures.

FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21 Budget
\$ 25,678,025.00	\$ 27,844,578.66	\$ 28,126,261.22	\$ 25,595,372.00
	Percent Change 8.4%	1.0%	-9.0%

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48 Commissioner Price asked if the negative 9% was budgeted.

49 Gary Donaldson said yes.

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Slide #9

Other General Fund Revenues

- Charges for services are 17.4% of the budget as compared to 20.8% lower the prior fiscal year. The decline is attributed to COVID-19 public health measures for inmate inhabitants at the County Detention Center which reduced population and commensurate cost recovery from the Federal Government. Aging, Animal Services and DEAPR, Planning and Inspection fees are slightly lower as well due to COVID-19 related preventive measures.
- Miscellaneous revenue variance of 6.8% of budgeted revenues as compared to 9.1% the prior fiscal year is due to the reclassification of \$252,411 in Aging Grants from the General Fund to the Grant Fund. The timing of Asset Management lease rental revenues for County facilities and lower investment earnings attributed to interest rate declines.

Slide #10

General Fund Expenditures

General Fund expenditures are 27.4% of budgeted expenditures as compared to 25% the prior fiscal year, this variance is attributed to:

- Increase in debt service payments from recent School and County bonds;
- General government represented 22.6% of total general government as compared to 30.9% the prior fiscal year and is a timing variance attributed to property casualty and workers compensation premium being paid in installments as compared to upfront payments in the prior fiscal year.
- Support services represented 40.8% of total support service as compared to 35.2% the prior fiscal year. Increases reflects \$1.3 million in Round 2 CARES funds paid out to the towns. Retiree Health fund post-employment benefits are now paid from the General Fund this fiscal year rather than the Health and Dental Fund in the prior fiscal year.
- The remaining Functional Leadership teams are consistent with historical spending rates and compliance with the County's proactive measures;
- Education appropriations are 24% of its budget as compared with 23.9% the prior fiscal year and paid on the 15th of each month.

Slide #11

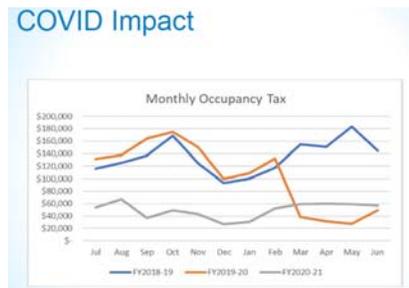
Other County Funds

Fund	FY 2018-19		FY 2019-20		FY 2020-21		% Change
	Actual	Budget	Actual	Budget	Actual	Budget	
1. General Government	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	0.0%
2. Support Services	2,345,678	2,345,678	2,345,678	2,345,678	2,345,678	2,345,678	0.0%
3. Education	3,456,789	3,456,789	3,456,789	3,456,789	3,456,789	3,456,789	0.0%
4. Debt Service	4,567,890	4,567,890	4,567,890	4,567,890	4,567,890	4,567,890	0.0%
5. Capital Projects	5,678,901	5,678,901	5,678,901	5,678,901	5,678,901	5,678,901	0.0%
6. Other	6,789,012	6,789,012	6,789,012	6,789,012	6,789,012	6,789,012	0.0%
Total	23,972,747	23,972,747	23,972,747	23,972,747	23,972,747	23,972,747	0.0%

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Slide #13



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6 Management Response

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- Visitors Bureau Fund- Identified \$329,000 in additional cost containment measures
 - Sportsplex Fund- Initiatives include furloughs and discretionary spending
 - Second Quarter Update and monthly monitoring of key revenue and expenses

15 Commissioner Dorosin asked if the funding for SROs expenditures has come back to the
16 County.

17 Gary Donaldson said this is an ongoing discussion, and SROs are still being utilized for
18 other services at the school facilities.

19 Commissioner Dorosin said there are no students at the schools, and he asked if there
20 is a reason the schools are receiving funding for SROs.

21 Bonnie Hammersley said currently Chapel Hill Carrboro City Schools (CHCCS) are not
22 being paid for SROs. She said Orange County Schools (OCS) SROs are employed by Orange
23 County, and the County has kept all employees employed. She said the County is not paying
24 for SRO services at this time.

25 Commissioner Dorosin said he would like more information on this issue. He said
26 CHCCS should not receive funding for SROs, if they are not working in the schools. He said if
27 the OCS SROs have been redeployed to other tasks by the Sheriff's Office there should still be
28 some excess of funds somewhere.

29 Bonnie Hammersley said she could get more information from the Sheriff's Office for the
30 Board of County Commissioners (BOCC). She said the Sheriff's Office is doing a lot of food
31 delivery, and the SROs may be the manpower for this service. She said the invoicing is done
32 differently between the two school districts. She said school nurses have been deployed to do
33 contact tracing, and are thus still employed.

34 Commissioner Dorosin said the schools are not invoicing the County, so there should be
35 unspent funds, which should be reflected in the financial reports.

36 Bonnie Hammersley said it is hard to make decisions on the first quarter report, but the
37 point is noted.

38 Commissioner McKee said Orange County Schools is using their SROs in the teaching
39 pods, if that is the right term. He said the BOCC should get a report from the Orange County
40 Sheriff, and clarification from both school districts, as well as an update on return to school
41 plans.

42 Chair Rich said the teaching pods are called learning centers.

43
44 **2. Update on CARES Act Funding Allocations**

45
46 Travis Myren, Deputy County Manager, presented the following:

47
48 **BACKGROUND:**

49 The County received two funding allocations through the Corona Virus Aid, Relief, and
50 Economic Security Act or CARES Act. CARES Act funds were distributed to counties based on
51 population. CARES Act funding must be used to fund expenses directly related to the County's

1 response to the pandemic. These funds cannot be used to supplant currently budgeted
 2 expenses or to replace revenues such as sales tax or occupancy tax that have suffered as a
 3 result of the pandemic. The CARES Act funds must be used by December 30, 2020, or they
 4 will be reverted to the State.

5
 6 Orange County's round one allocation was \$2,665,753. The round two allocation was
 7 \$2,881,614 for a total of \$5,547,367. Of that total amount, the County retained \$3.2 million
 8 while \$2.3 million was distributed to Chapel Hill, Carrboro, Hillsborough, and Mebane based on
 9 a per capita allocation.

10
 11 The County has used its \$3.2 million CARES funding allocation to support a range of expenses
 12 directly related to response efforts. The following table details how the funds were allocated to
 13 various expenditure categories and the amount spent from those activities as of the end of
 14 October as recorded in the County's financial system. Spending is occurring in each of the
 15 spending categories, but that spending may not have been recorded in the financial system
 16 yet.

County Spending Categories	CARES Act Allocation	Amount Spent as of 10/31/2020	Balance
Building Modifications, Sanitization, and Signage	\$ 405,000	\$ 158,822	\$ 246,178
Technology to Support Remote Work	\$ 451,741	\$ 159,566	\$ 292,175
Court Navigator - 6 months	\$ 31,457	\$ 17,815	\$ 13,642
Food Acquisition and Distribution	\$ 106,000	\$ 88,313	\$ 17,687
Reemployment Services	\$ 50,000	\$ 14,045	\$ 35,955
Child Care & Support Services	\$ 60,000	\$ 50,312	\$ 9,688
Landlord Incentives	\$ 50,000	\$ -	\$ 50,000
Emergency Housing Assistance	\$ 1,157,000	\$ 1,157,000	\$ -
Emergency Housing Assistance Administrator	\$ 25,000	\$ 4,434	\$ 20,566
Rapid Rehousing Case Manager	\$ 30,202	\$ 30,202	\$ -
Legal Counsel for Eviction Prevention; Translation	\$ 115,590	\$ 32,261	\$ 83,329
Reimbursement for Employee COVID Leave	\$ 256,046	\$ 104,067	\$ 151,979
Visitors Bureau Advertising	\$ 65,000	\$ 40,207	\$ 24,793
Reevaluation Staffing Supplement	\$ 40,000	\$ 24,088	\$ 15,912
Long Term Recovery Consultant	\$ 101,500	\$ 10,000	\$ 91,500
Emergency Services Non-Congregate Lodging	\$ 90,000	\$ 90,000	\$ -
Free Flu Vaccines @ Testing Sites	\$ 10,000	\$ -	\$ 10,000
Library Curbside Equipment	\$ 4,800	\$ 160	\$ 4,640
Orange County Schools Hotspots	\$ 120,000	\$ 120,000	\$ -
Public Health Education Campaign	\$ 10,000	\$ -	\$ 10,000
DSS Personal Protective Equipment and Other Supplies	\$ 38,136	\$ -	\$ 38,136
TOTAL County Allocation and Spending	\$ 3,217,472	\$ 2,101,292	\$ 1,116,180

44 45 Allocation Amendments

46 Responding to the COVID-19 pandemic has required funding flexibility as initial cost
 47 estimates were more than actually required, new needs emerge, or existing needs require
 48 additional support. The Board of Commissioners has facilitated this flexibility by approving
 49 several reallocations from the original funding categories.

- \$75,000 was transferred from Building Modifications, Sanitation, and Signage to supplement the Emergency Housing Assistance Program.
- \$90,000 was transferred from Building Modifications, Sanitation, and Signage to fund non-congregate (hotel) housing for residents who have been exposed to COVID-19 or test positive for the disease and do not have access to housing that would allow for appropriate isolation or quarantine protocols.
- \$10,000 has been transferred from Technology to Support Remote Work to pay for flu vaccines that have been offered free of charge at Public Health sponsored COVID-19 testing sites.
- \$120,000 was transferred from Emergency Housing Assistance to Orange County Schools to purchase hot spots for remote learning.

Funding Allocated to Towns

The Board of Commissioners also approved allocating \$2.3 million to the Towns of Chapel Hill, Carrboro, Hillsborough, and Mebane for pandemic response related expenses. While the Towns used some of this funding for personal protective equipment, personnel expenses, remote work technology, and small business grants, the Towns have also contributed to the Emergency Housing Assistance Program. These funds have provided direct rent assistance to Town residents as well as staffing support to administer the program. These contributions are represented in the following table.

Town Remittance	CARES Allocation	Amount Available for Local Spending	EHA Contribution
Chapel Hill	\$ 1,553,263	\$ 954,186	\$ 599,077
Carrboro	\$ 554,736	\$ 434,753	\$ 119,983
Hillsborough	\$ 166,422	\$ 141,514	\$ 24,908
Mebane	\$ 55,474	\$ 55,474	\$ -
Town Allocation TOTAL	\$ 2,329,895	\$ 1,585,927	\$ 743,968

This partnership with the Towns has resulted in an additional \$743,968 for Emergency Housing Assistance and \$1,585,927 available to the Towns to pay for local needs.

Travis Myren, Deputy County Manager, provided the following PowerPoint presentation:

Slide #1



Slide #2

Summary of CARES Act Funds

- Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
 - Federal funds distributed to States
 - North Carolina distributed funds to Counties based on population
- Orange County Distribution
 - 58% Retained by Orange County
 - 42% Distributed to Towns

	Round 1	Round 2	Total	% of Total
Orange County	\$ 1,546,136	\$ 1,671,336	\$ 3,217,472	68%
Chapel Hill	\$ 746,411	\$ 806,852	\$ 1,553,263	29%
Carboro	\$ 266,575	\$ 288,161	\$ 554,736	10%
Hillsborough	\$ 79,973	\$ 86,449	\$ 166,422	3%
Mebane	\$ 26,658	\$ 28,816	\$ 55,474	1%
TOTAL	\$ 2,665,753	\$ 2,881,614	\$ 5,547,367	100%

Commissioner Dorosin asked if these allocations are based on population. Travis Myren said yes, these allocations are based on the approved per capita distribution.

Slide #3

Approved Reallocations

- Emergency Housing Assistance
 - \$75,000 was transferred from Building Modifications, Sanitation, and Signage to supplement the Emergency Housing Assistance Program
- Non-Congregate Quarantine and Isolation
 - \$90,000 was transferred from Building Modifications, Sanitation, and Signage to fund non-congregate (hotel) housing
- Free Flu Shots at COVID Testing Sites
 - \$10,000 has been transferred from Technology to Support Remote Work to pay for flu vaccines at Public Health sponsored COVID-19 testing sites
- Hot Spots for Orange County Schools
 - \$120,000 was transferred from Emergency Housing Assistance to Orange County Schools to purchase hot spots for remote learning

Slide #4

Spending Status

County Spending Categories	CARES Act Allocation	Amount Spent as of 10/31/2020	Balance
Building Modifications, Sanitation, and Signage	\$ 405,000	\$ 158,822	\$ 246,178
Technology to Support Remote Work	\$ 451,761	\$ 238,268	\$ 213,493
Event Management - all counties	\$ 75,000	\$ 17,887	\$ 57,113
Fuel Acquisition and Distribution	\$ 108,000	\$ 88,123	\$ 19,877
Healthcare Services	\$ 90,000	\$ 14,245	\$ 75,755
COVID Care & Support Services	\$ 80,000	\$ 70,112	\$ 9,888
Landfill Incentives	\$ 90,000	\$ 0	\$ 90,000
Emergency Housing Assistance	\$ 1,137,000	\$ 1,137,000	\$ 0
Emergency Housing Assistance Administration	\$ 15,000	\$ 9,393	\$ 5,607
COVID-19 Housing Program Coordinator	\$ 90,000	\$ 8,988	\$ 81,012
Legal Counsel for Eviction Prevention, Translation	\$ 125,000	\$ 52,793	\$ 72,207
Reimbursement for Employee COVID Leave	\$ 284,044	\$ 284,047	\$ (3)
Event Space Advertising	\$ 45,000	\$ 45,207	\$ (207)
Recreation Staffing Equipment	\$ 40,000	\$ 24,988	\$ 15,012
Long Term Recovery Consultant	\$ 200,000	\$ 20,000	\$ 180,000
Emergency Services Non-Congregate Lodging	\$ 90,000	\$ 40,000	\$ 50,000
Free Flu Vaccine @ Testing Sites	\$ 10,000	\$ 0	\$ 10,000
Library Culture Equipment	\$ 4,900	\$ 0	\$ 4,900
Orange County School Materials	\$ 120,000	\$ 120,000	\$ 0
Public Health Education Campaigns	\$ 10,000	\$ 0	\$ 10,000
COVID Personal Protective Equipment and Other Supplies	\$ 98,138	\$ 0	\$ 98,138
TOTAL County Allocation and Spending	\$ 4,227,412	\$ 2,084,124	\$ 2,143,288

65% of Total Allocation Expended As of 10/31/2020



Slide #5

Building Modifications, Signage, Sanitation

- Total Allocation - \$405,000
 - Barriers at Public Counters
 - Signage for all County Facilities
 - Sanitation of Voting Precincts - \$60,000
 - Water Fountain Faucets to Fill Cups and Bottles
 - HVAC Ionization & Air Scrubbers - \$128,460

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Slide #6

Advertising and Signage

- News of Orange Advertisement

Daily Weekday COVID-19 Testing
Daily, 9am-5pm

Testing is drive through or walk up. Parking lot in front of the Whitted Human Services Center, 300 W. Tryon St. Pre-registration is encouraged and may be done online. Select Orange County when registering. www.orangecountync.gov/Testing

Slide #7

Marketing & Small Business Support

- Visitors Bureau Advertising - \$65,000
 - Get Out – Give Back Campaign
https://youtu.be/z_755bIIWAE
 - Shop Local for the Holidays – Coming Soon
 - Video
 - Time on WCHL for Local Retailers to talk about holiday shopping

Commissioner Marcoplos referred to the Landlord incentives line item, and asked if examples could be given.

Travis Myren said an example of incentives is funding a security deposit to ease fears to rent to someone with a housing voucher.

Commissioner Marcoplos asked about the Emergency Housing Assistance money.

Travis Myren said Housing is currently using NC HOPE funds and new CDBG money that was allocated.

Slide #8

Employee Support

- 500 County employees working remotely - \$451,741
 - 341 Daily Virtual Private Network Sessions
 - 183 Laptops Deployed
 - 40 Monitors Deployed
 - 113 Hot Spots
 - 85 Cell Phones
- Reimbursement for Layoff Prevention and Mandatory Quarantines
 - \$256,046 Allocated
 - 180 Employees Impacted
- Free Flu Shots - \$10,000
 - Available at Testing Sites and in Public Health Clinic
 - 538 Vaccinations Administered as of 11/10/2020
- Food Acquisition and Distribution - \$108,000
 - Food Distribution from a Variety of Sources – CARES, Food Bank, FEMA
 - Locally Sourced, Fresh Food - \$19,000 local dairy and produce

Slide #9

Human Services

- Library Curbside Services - \$4,800

Year	Check Outs	Check ins	Holds placed
2019	25,733	25,814	3,428
2020	7,897	8,266	8,205
Percent Change	-69.31%	-67.98%	139.35%

Slide #10

Housing

- 43% of Total County Funds Allocated to Housing Interventions

Housing Intervention	CARES Allocation
Landlord Incentives	\$ 50,000
Emergency Housing Assistance	\$ 1,157,000
Emergency Housing Assistance Administrator	\$ 25,000
COVID-19 Housing Programs Coordinator	\$ 30,202
Legal Counsel for Eviction Prevention: Translation	\$ 115,590
TOTAL	\$ 1,377,792

Slide #11

Housing

- Over \$2.9 million in Total County Emergency Housing Assistance Awarded

Funding Source	Initial Amount	Remaining Amount	Eligible Uses	Spending Deadline
CDBG-CV	\$810,000	\$810,000	REN, HOPE, UTL	06/01/23
HOPE	\$797,133	\$734,099	REN, UTL	12/31/20
CARES (Rd 2)	\$820,000	\$119,998	DEP, REN, HOPE, UTL, FLX	12/31/20
OC Social Justice (Eviction Diversion)	\$95,000	\$64,662	DEP, REN, HOPE, UTL, FLX	N/A
CARES (Rd 1)	\$250,000	\$0	DEP, REN, HOPE, UTL, FLX	12/31/20
OC-ERSP	\$100,000	\$0	DEP, REN, HOPE, UTL, FLX	N/A
Local EHA Funds	\$49,006	\$0	DEP, REN, HOPE, UTL, FLX	N/A

Commissioner Greene said Damon Seils, from the Carrboro Town Council, asked her if the County is applying for funds to support local businesses, in addition to supporting Housing programs.

Travis Myren said funding can be used in various categories, but County staff recommended using it all in housing. He said these funds are available for the Towns to submit unique applications, separate from the County.

Commissioner Greene asked if the CDBG was now being allocated to counties.

Travis Myren said counties have been allowed to apply for CDBG funds due to Covid.

Slide #12

Housing

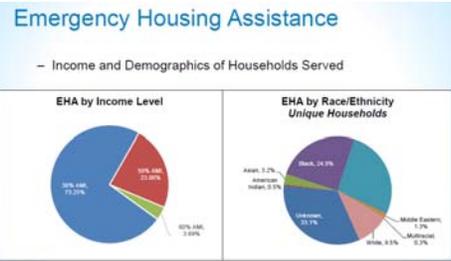
- Town Collaboration

Town Remittance	CARES Allocation	Amount Available for Local Spending	EHA Contribution
Chapel Hill	\$ 1,553,263	\$ 954,186	\$ 599,077
Carrboro	\$ 554,736	\$ 434,753	\$ 119,983
Hillsborough	\$ 166,422	\$ 141,514	\$ 24,908
Mebane	\$ 55,474	\$ 55,474	-
Town Allocation TOTAL	\$ 2,329,895	\$ 1,585,927	\$ 743,968

Slide #13



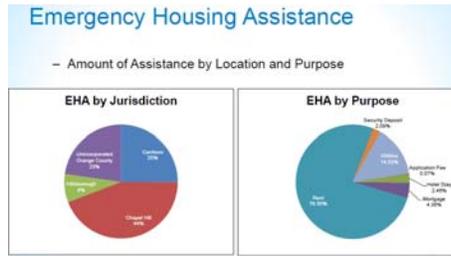
Slide #14



Slide #15



Slide #16



Slide #17

Long Term Recovery Planning

- How does the community recover, transform, and thrive?
- Funded through multijurisdictional partnership - \$175,000
 - Per Capita Allocation
 - County's Share - \$101,500
- Racial Equity Framework
 - Government Alliance on Racial Equity (GARE) Team members engaged in Recovery Support Functions
 - Community Leader Focus Groups Convened
 - Additional \$75,000 provided by Emergency Management Performance Grant for enhanced community outreach

Chair Rich said she appreciated staff going into the community to conduct the surveys, and it is important to widely engage the community.

1 Travis Myren said staff is learning a lot about survey work, and self-selection involves a
2 bias. He said using different communication networks are important to reaching more people.

3 Commissioner Price said it would be helpful to go into different communities and find
4 trusted messengers to help accomplish this task, similar to the census.
5
6

7 **3. Update on COVID-19 Long Term Recovery Planning**
8

9 Travis Myren, Deputy County Manager, presented the following:
10

11 **BACKGROUND:**

12 Although the response effort to COVID-19 is ongoing, the County and its municipal partners
13 have allocated a total of \$175,000 in CARES Act funding to retain a consultant to support long
14 term recovery planning. As part of the effort, the County has organized over 150 community
15 organizations and representatives to help identify needs and create recommendations that will
16 promote an expeditious and equitable long-term recovery while improving the County's
17 resiliency to respond to future events.
18

19 These organizations involved in the Long Term Recovery Planning process are organized into
20 seven Recovery Support Functions focused on the local economy, the health system, human
21 services, housing, natural and cultural resources, community planning, and public information.
22 With the assistance of the consulting group, these support functions have been asked to
23 characterize and quantify the impact of the pandemic, create potential recovery strategies, and
24 establish recovery priorities using a social justice and racial equity perspective. These strategies
25 will ultimately be presented to each of the governing boards in the County for their consideration
26 and implementation.
27

28 During the work session, the County's Long Term Recovery consultant, Hagerty Consulting, will
29 present an overview of the project, a status update on the activities that have occurred to date,
30 and a timeline for completing the project. The consultant is presenting the same information to
31 Chapel Hill, Carrboro, and Hillsborough, which are actively participating in project management
32 and sharing in the cost of the consultant. A copy of supplemental questions submitted by the
33 Chapel Hill Town Council is attached for additional information and context. Final work products,
34 including recommendations, will be presented to local governing boards in early 2021.
35

36 Kayla Slater and Michael Levkowitz, Hagerty Consulting, made the following PowerPoint
37 presentation:
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39 Slide #1



48 Slide #2



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Slide #3

Project Intent and Deliverables

The Orange County Recovery and Transformation Planning Project is intended to help Orange County and its municipalities navigate recovery from the COVID-19 pandemic.



Slide #4

Orange County Recovery Support Functions

Individuals and organizations participating in the planning effort are broken into Recovery Support Functions (RSF) based on field and expertise. Over 30 different public or non-profit organizations participate in planning activities.

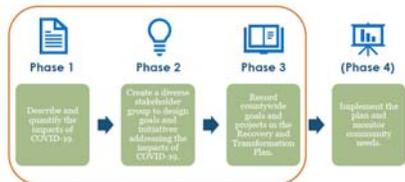
Long-Term Recovery Group	RSF 1: Economic
	RSF 2: Health
	RSF 3: Human Services
	RSF 4: Housing
	RSF 5: Natural and Cultural Resources
	RSF 6: Community Planning and Capacity Building
	RSF 7: Intergovernmental Affairs and Public Information Officers

Slide #5



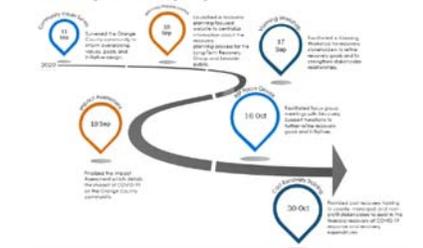
Slide #6

Project Phases



Slide #7

Recovery Activity Update

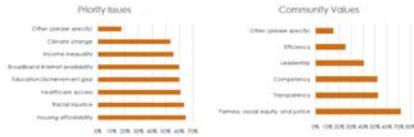


Slide #8

Key Findings: Community Values Survey

From August 31 to September 11, 2020, the Long-Term Recovery Group conducted a community survey to gather community input on recovery initiatives and priorities. The survey collected 1,535 responses from community members.

The graphics below summarize the top values of the Orange County community. Other values include environmental stewardship, diversity/inclusion/accessibility, communication and engagement, responsible spending, and safety.



Chair Rich asked if the Department of Social Services (DSS) and Family Success Alliance (FSA) were included in this group.

Kayla Slater said not in the original framework process, but they will certainly be included in the larger focus group.

Slide #9

Website Launch

orangeNCforward.org

On September 16, 2020, the Orange County Recovery Planning Website was launched to centralize recovery efforts and actions taken by the group.

The website includes an "About" page detailing the Long-Term Recovery Group's purpose and identified Recovery Support Functions. Additionally, the website houses meeting materials, planning documents, project timelines, and a contact submission box for community inquiries or concerns.



Slide #10

Key Findings: Impact Assessment

- Black and Latinx communities are contracting COVID-19 at notably disproportionate rates in Orange County, mirroring a similar trend across the United States.
- Most individuals who contract COVID-19 are under 49 years old and many are under 30, indicating high infection rates in younger adult populations within Orange County.
- Job loss was five percent lower in Orange County than the national average. The industry breakdown of Orange County, with roughly 23.1% of jobs being those in the educational services sector and 16.2% in the healthcare and social assistance sector, may have created stability for the County but statistically camouflage the impact of unemployment in other sectors.
- Between January and July 2020, the Orange County Emergency Housing Assistance Fund helped divert 365 households from eviction and/or homelessness, compared to 26 households in 2019 (1000%+ increase).
- Moving to an online learning environment has been challenging for many families in Orange County. In 2018, Orange County cited 5,000 households in rural areas that are underserved by broadband internet.

Slide #11

Recovery and Transformation Goals

The Planning Support Team identified five preliminary (draft) recovery goals for Orange County through the Community Values Survey, recovery stakeholder input, and community needs exposed through the COVID-19 Impact Assessment.

Long-Term Recovery and Transformation Goals

- Address fundamental needs of all residents;
- Create safe, stable, and affordable housing solutions;
- Promote a dynamic, equitable, and sustainable economic recovery;
- Streamline access to community-based resources; and
- Combat the negative effects of social distancing.

Slide #12



Slide #13

Upcoming Recovery Activities



Commissioner Price asked if the 113 responses were from rural or urban residents. Kayla Slater said most likely it was from urban residents.

Commissioner Price said rural residents were missed, and that is an important gap. Kayla Slater said fliers were distributed via library checkouts.

Commissioner Price asked if the various local community centers were contacted, such as the Marian Cheek - Jackson Center, United Voices of Efland Cheeks, or Cedar Grove Community Center.

Kayla Slater said no.

Commissioner Price recommended these centers be contacted, and brought in as partners.

Commissioner Price asked if the consultants or the community created the survey questions.

Kayla Slater said the consultants.

Commissioner Price said it may be helpful to include community members in the creation of the questions.

Commissioner Price said she hears many concerns from the community about education and broadband. She said the Consultant should follow up on these issues.

Michael Levkowitz said the bucket listed as "others" included a great deal of responses, and education and broadband were brought up often.

Chair Rich asked if the 150 stakeholders included community members.

Kayla Slater said it is mostly government and non-profit staff. She said there is a goal to engage community leaders specifically.

Commissioner Marcoplos asked if the White Cross area has been tapped into, and suggested some good partners in that area.

Kayla Slater said the point was noted.

Commissioner McKee asked if he heard correctly that the survey results were mostly from older white women, and if rural outreach was at the Carrboro Farmers' Market.

Kayla Slater said yes, that most responses were from older white women, and most responses were from more urban areas, as opposed to rural.

1 Commissioner McKee echoed concerns about reaching out to the rural community, as
 2 the results are skewed without hearing from everyone. He said Orange County is heavily urban,
 3 but is not exclusively so.

4 Kayla Slater said she understands this concern, and it is what is driving the engagement
 5 of local community leaders.

6 Commissioner McKee asked how many Community Leaders were pulled from the rural
 7 pockets.

8 Kayla Slater said she does not know, but will find out.

9 Commissioner Dorosin said this issue highlights a broader challenge the County has
 10 with outreach and engagement, and the dependence on electronic sources to gather data and
 11 conduct outreach. He said the pandemic has hindered typical ways of on-the-ground outreach,
 12 and the need for creativity is great. He said several County agencies have been addressing this
 13 issue of engagement, and networks had been created to effectively touch those different areas
 14 of our communities. He said Advisory Board members are community leaders that could be
 15 utilized.

16 Travis Myren said it is more balanced on the urban/rural than the survey demographics
 17 would suggest.

18 Commissioner Greene suggested reaching out to Schley Grange, Meals on Wheels, and
 19 possibly even churches, such as Lattisville Church to help with this community engagement.

20 Chair Rich asked if staff would follow up with the BOCC letting it know where outreach is
 21 conducted.

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 23
 24 **4. Chapel Hill Board of Adjustment – Appointments Discussion**

25
 26 **BACKGROUND:**

27 The following appointment information is for Board consideration:

28
 29

POSITION NO.	NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
3	Thomas Wortman	ETJ or JPA BOCC Appointee	First Full Term <i>(re-appointment)</i>	06/30/2023

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 34 A recommendation was made by Commissioner McKee, seconded by Commissioner
 35 Price to appoint Thomas Wortman to position number 3 on the Chapel Hill Board of Adjustment.

36
 37 The Board agreed by consensus.

38
 39 **5. Chapel Hill Orange County Visitors Bureau – Appointment Discussion**

40
 41 **BACKGROUND:**

42 The following appointment information is for Board consideration:

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 44

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Aubrey Williams	Orange County/Hillsborough Chamber of Commerce	First Full Term	12/31/2023
Anthony Carey	Economic Development Advisory Board	Second Full Term <i>(re-appointment)</i>	12/31/2023
Dan Mayer	Orange County Arts Commission	First Full Term	12/31/2023

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1 Commissioner Bedford said the Visitors Bureau installed a separate sub-group to work
2 on diversity for this advisory board.

3
4 A recommendation was made by Commissioner Bedford, seconded by Commissioner
5 McKee to appoint Aubrey Williams, Anthony Carey, and Dan Mayer to the Chapel Hill Orange
6 County Visitors Bureau.

7
8 The Board agreed by consensus.

9 Commissioner Dorosin said there is a vacant position from the Chapel Hill Chamber of
10 Commerce, which he would like to fill.

11 Commissioner McKee said he would remind the Chamber about this vacancy.

12 Commissioner Dorosin said there is an applicant who is a non-white woman, who has a
13 non-profit background.

14 Commissioner Bedford asked if the committee could have a little more time, and she will
15 remind the Visitors Bureau about this pending applicant.

16 Commissioner Greene said to remove Robert Morgan's name from the list, as he passed
17 away this week.

18 Chair Rich said the BOCC will fill this position at the next work session.

19
20 **6. Chapel Hill Parks, Greenways, and Recreation Commission – Appointment**
21 **Discussion**

22
23 **BACKGROUND:**

24 The following appointment information is for Board consideration:

POSITION NO.	NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
1	Alice K. Armstrong	Orange County Representative	First Full Term (re-appointment)	06/30/2023

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33 A recommendation was made by Commissioner McKee, seconded by Commissioner
34 Price to appoint Alice Armstrong to position number 1 on the Chapel Hill Parks, Greenways, and
35 Recreation Commission.

36
37 The Board agreed by consensus.

38
39 **7. Commission for the Environment – Appointment Discussion**

40
41 **BACKGROUND:**

42 The following appointment information is for Board consideration:

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Kim Livingston	At-Large (formerly Land Resources)	First Full Term (re-appointment)	12/31/2023
Kim Piracci	At-Large	Second Full Term (re-appointment)	12/31/2023
Jeremy Marzuola	At-Large	Second Full Term (re-appointment)	12/31/2023

1 A recommendation was made by Commissioner Price, seconded by Commissioner
2 Bedford to appoint Kim Livingston, Kim Piracci, and Jeremy Marzuola to the Commission for the
3 Environment.

4
5 The Board agreed by consensus.

6
7 A recommendation was made by Commissioner Price, seconded by Commissioner
8 Bedford to appoint Eric Sheier to the At-Large position on the Commission for the Environment.

9
10 The Board agreed by consensus.

11 **8. Human Relations Commission – Appointment Discussion**

12 **BACKGROUND:**

13 The following appointment information is for Board consideration:

14 NAME	15 SPECIAL REPRESENTATIVE	16 TYPE OF APPOINTMENT TERM	17 EXPIRATION DATE
18 Ana M. Garcia-Turner	19 At-Large	20 Second Full Term (re-appointment)	21 06/30/2023
22 Allison Mahaley	23 Town of Hillsborough	24 Second Full Term (re-appointment)	25 06/30/2023
26 Dion Graham	27 At-Large	28 First Full Term (re-appointment)	29 06/30/2023
30 David LaBarre	31 At-Large	32 First Full Term	33 06/30/2023
34 Ellis Driver	35 At-Large	36 Partial Term	37 09/30/2022

38
39 A recommendation was made by Commissioner Price, seconded by Commissioner
40 Bedford to re-appoint Ana M. Garcia Turner, Allison Mahaley, and Dion Graham, to the Human
41 Relations Commission.

42 The Board agreed by consensus.

43 A recommendation was made by Commissioner McKee, seconded by Commissioner
44 Price to appoint David LaBarre and Ellis Driver to the Human Relations Commission.

45 The Board agreed by consensus.

46 **9. Mebane Board of Adjustment – Appointment Discussion**

47 **BACKGROUND:**

48 The following appointment information is for Board consideration:

49 NAME	50 SPECIAL REPRESENTATIVE	51 TYPE OF APPOINTMENT TERM	52 EXPIRATION DATE
53 David Ferraro	54 Mebane ETJ	55 First Full Term	56 12/31/2023

57 A recommendation was made by Commissioner Bedford, seconded by Commissioner
58 Greene to appoint David Ferraro to the Mebane Board of Adjustment.

The Board agreed by consensus.

10. Orange County Board of Adjustment – Appointment Discussion

BACKGROUND:

The following appointment information is for Board consideration:

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Samantha Cabe	At-Large	Second Full Term	06/30/2022

Commissioner Bedford said she reached out to the County Attorney about a conflict of interest for Judge Cabe. She said appeals from this board of adjustment would never go to district court, but rather to superior court, and so there is no conflict; however, the BOCC just passed a policy not to appoint elected officials.

Commissioner Dorosin said the BOCC should honor that policy, and there is an appointed alternate that could sit while the position of re-advertised.

Commissioner Price agreed.

Commissioner Bedford said she admired Judge Cabe, and this is about the policy, not her.

The Board agreed by consensus to decline this appointment.

11. Orange Unified Transportation Board – Appointment Discussion

BACKGROUND:

The following appointment information is for Board consideration:

NAME	REPRESENTATION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
To Be Determined BOCC Appointment	Cedar Grove Township No Applicants	First Full Term	09/30/2023
To Be Determined BOCC Appointment	Eno Township	Partial Term	09/30/2022
To Be Determined BOCC Appointment	Hillsborough Township	First Full Term	09/30/2023
To Be Determined BOCC Appointment	Little River Township No Applicants	First Full Term	09/30/2023
To Be Determined BOCC Appointment	At-Large	First Full Term	09/30/2023

To Be Determined BOCC Appointment	At-Large	First Full Term	09/30/2023
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A recommendation was made by Commissioner Bedford, seconded by Commissioner Marcoplos to appoint Josh Mayo for an at-large position.

1 The Board agreed by consensus.

2
3 A recommendation was made by Commissioner Dorosin, seconded by Commissioner
4 Bedford to appoint Jamie Crandell for the Eno position and Tom Gray for the Hillsborough
5 position.

6
7 The Board agreed by consensus.

8
9 Commissioner Price said Bonnie Houser's name should be removed from the applicant
10 list, as she is now an elected official.

11 Chair Rich asked if staff would go through the lists and remove any elected officials.

12
13 A recommendation was made by Commissioner Dorosin, seconded by Commissioner
14 Bedford to appoint Heather McAndrew to an at-large position.

15
16 The Board agreed by consensus.

17
18 **12. Closed Session**

19
20 "Pursuant to N.C.G.S. § 143-318.11(a)(6) "to consider qualifications, competence, performance,
21 character, fitness, conditions of appointment, or conditions of initial employment of an individual
22 public officer or employee or prospective public officer or employee."

23
24 A motion was made by Commissioner Greene, seconded by Commissioner Price to go
25 into closed session at 8:54 p.m.

26
27 Chair Rich called the roll.

28
29 **VOTE: UNANIMOUS**

30
31 **RECONVENE INTO REGULAR SESSION**

32
33 A motion was made by Commissioner Price, seconded by Commissioner McKee to
34 return to open session at 9:44 p.m.

35
36 **VOTE: UNANIMOUS**

37
38 **Adjournment**

39
40 A motion was made by Commissioner Price, seconded by Commissioner McKee to
41 adjourn the meeting at 9:44 p.m.

42
43 **VOTE: UNANIMOUS**

44
45
46
47 **Adjournment**

48
49 The meeting was adjourned at 9:44 p.m.

50
51 **VOTE: UNANIMOUS**

1
2
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8

Penny Rich, Chair

Allen Coleman
Assistant Deputy Clerk II

Submitted for approval by Gregory A. Wilder, Interim Clerk to the Board

1
2
3 **DRAFT**

4 **MINUTES**
5 **ORANGE COUNTY**
6 **BOARD OF COMMISSIONERS**
7 **VIRTUAL BUSINESS MEETING**
8 **NOVEMBER 17, 2020**
9 **7:00 p.m.**

10
11 The Orange County Board of Commissioners met for a Virtual Business Meeting on Tuesday,
12 November 17, 2020 at 7:00 p.m.

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

17 **COUNTY COMMISSIONERS ABSENT:**

18 **COUNTY ATTORNEYS PRESENT:** John Roberts

19 **COUNTY STAFF PRESENT:** County Manager Bonnie Hammersley, Deputy County Manager
20 Travis Myren, Interim Clerk to the Board Greg Wilder, and Assistant Deputy Clerk II Allen
21 Coleman (All other staff members will be identified appropriately below)

22
23 Chair Rich called the meeting to order at 7:00 p.m. and asked Commissioners to accept
24 a roll call.

25 Roll call ensued.

26
27 Due to current public health concerns, the Board of Commissioners conducted a Virtual
28 Business Meeting on November 17, 2020. Members of the Board of Commissioners participated
29 in the meeting remotely. As in prior meetings, members of the public were able to view and
30 listen to the meeting via live streaming video at orangecountync.gov/967/Meeting-Videos and on
31 Orange County Gov-TV on channels 1301 or 97.6 (Spectrum Cable).

32
33 In this new virtual process, there are two methods for public comment.

- 34 • Written submittals by email
- 35 • Speaking during the virtual meeting

36
37 **Detailed public comment instructions for each method are provided at the bottom of this**
38 **agenda. (Pre-registration is required.)**

39
40 **1. Additions or Changes to the Agenda**

41
42 Chair Rich requested to add consent agenda item 8-f, to consider the change in the
43 2020 BOCC meeting calendar allowing for an additional virtual special meeting on Saturday
44 November 21, 2020 to begin at 8:30 a.m., for the purpose of convening a Closed Session to
45 discuss personnel.

46
47 A motion was made by Commissioner McKee, seconded by Commissioner Bedford to
48 add item 8-f to the Consent Agenda.

49

1 Chair Rich noted the following items were sent to the Board electronically, prior to the
2 meeting:

- 3 - PowerPoint for item 6-a
- 4 - PowerPoint for 6-b
- 5 - PowerPoint for 6-c
- 6 - PowerPoint for 7-a

7
8 Chair Rich called each Commissioner by name (roll call).
9

10 **VOTE: UNANIMOUS**

11
12 **Arts Moment** – No Arts Moment was available for this meeting.
13

14 **2. Public Comments**

15
16 **a. Matters not on the Printed Agenda**

17 Janine Zanin said she lives in Efland, and is concerned about the Buckhorn area plan.
18 She said big changes are planned for this area, and she has been attending planning meetings
19 in Mebane, and is confused why the public has not been more involved, as well as the County
20 itself. She said this seems to be a change to the comprehensive land plan, which she believes
21 the County is required to be involved with. She said the process has been backwards, and
22 encouraged the Board of County Commissioners to look closely at this area.
23

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

25 (These matters will be considered when the Board addresses that item on the agenda
26 below.)
27

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

29 Commissioner Greene said she had no comments tonight.

30 Commissioner Bedford said there would be a drive through job fair from 10 a.m. to 2
31 p.m. tomorrow at the Department of Social Services (DSS).

32 Commissioner Bedford said donations were down for the Holiday Toy Chest through
33 DSS.

34 Commissioner Price said the information item included in tonight's agenda package,
35 related to the US15/501 Corridor Study, has been discussed multiple times, and has been a
36 disappointment, as it encourages more cars to be on the road.

37 Commissioner Price said all Board members should have received an email from the
38 Orange County Rape Crisis Center about this week being Transgender Awareness Week. She
39 encouraged the BOCC to continue looking at, and seek to eradicate, all forms of discrimination.

40 Commissioner McKee said he had no comments tonight.

41 Commissioner Dorosin referred to a story in the News & Observer, which said 10% of
42 Raleigh residents is over age 65; 11% of residents in Durham is over age 65; and 15% of
43 Chapel Hill residents is over age 65. He said this is something to consider moving forward. He
44 said another set of statistics that came out was about wealth in the local community. He said
45 the median household income in Chapel Hill has increased by 7% to \$90,400 annually; the
46 median home value is \$410,000; and 58% of renters in Chapel Hill are spending more than 30%
47 of their income on housing. He said these are important demographic statistics.

48 Commissioner Marcoplos referred to the US 15/501 Corridor study, and said he has had
49 many discussions with the Metropolitan Planning Organization (MPO), GoTriangle, and Durham
50 BOCC, and this corridor is so important to the greater regional transportation connectivity.

1 Chair Rich said the weekly COVID-19 update was shared with the Commissioners this
 2 evening. She said Orange County is clocking about 7 cases per day, and remains in the lowest
 3 zone, per the Governor's measurements. She said even though people have pandemic fatigue,
 4 it is important to stay safe, wear masks, and follow proper protocols.

5 Chair Rich said she spoke with Jennifer Player, Executive Director of Habitat for
 6 Humanity. She said Habitat scored the highest on the bond funds housing matrix, but received
 7 the least amount of funds. She said many Habitat homeowners are African American, and the
 8 lack of funding is a real loss to the community. She said she is not convinced the matrix
 9 worked.

10 Chair Rich said she spoke with Board of County Commissioners (BOCC) colleagues in
 11 Durham County, and agreed the 15-501 corridor is so important for transportation and
 12 connectivity. She said regional transit must be prioritized.

13 Chair Rich said she received several comments from the Human Relations Commission
 14 about feeling neglected in decision making. She encouraged the BOCC to utilize this
 15 commission when appropriate, and to its fullest ability. She said this is a good commission that
 16 could be doing much more.

17 Commissioner Greene said she received notification that Cordelia Heaney, Executive
 18 Director of Compass Center for Women and Families, has resigned from her position and is
 19 moving to New Orleans. She commended Cordelia Heaney for her work while in Orange
 20 County.

21
 22 **4. Proclamations/ Resolutions/ Special Presentations**

23 NONE

24
 25 **5. Public Hearings**

26 NONE

27
 28 **6. Regular Agenda**

29
 30 **a. Proposed Merger of Adult Care Home Community Advisory Committee and**
 31 **Nursing Home Community Advisory Committee**

32
 33 The Board discussed the proposed merger of the Adult Care Home Community Advisory
 34 Committee (ACHCAC) and Nursing Home Community Advisory Committee (NHCAC) into one
 35 committee.

36 Greg Wilder, Interim Clerk to the Board, reviewed the item below:

37
 38 **BACKGROUND:**

39 Over the past few years, it has become increasingly more difficult to recruit qualified applicants
 40 for both the ACHCAC and NHCAC. Some of this is due to the time required to perform the
 41 duties of facilities inspection. Many of the positions are "At-Large" while other positions are very
 42 specific to a certain professional background. More recently, in the current COVID-19
 43 environment, both committees have become inactive given tight restrictions on entering
 44 facilities. This reality has impacted attracting new potential volunteers/appointees.

45
 46 It should be noted though that both Committees continue to be led by very active Committee
 47 Chairs, Shade Little for ACHCAC and Vibeke Talley for NHCAC, who along with their fellow
 48 members have invested significant time and resources to serve the needs of the public.

49
 50 **COMMITTEE OVERVIEWS**

1 **Adult Care Home Community Advisory Committee**

2 Members are appointed by the Board of Commissioners to all positions. The Regional
3 Ombudsman assigned to Orange County is Autumn Cox who works for Triangle J Council of
4 Government (TJCOG). Prior to any appointment, Autumn Cox vets applicants. If a qualified
5 applicant is selected, that individual must attend state mandated training and must pass the
6 course before being recommended for appointment. There is an initial one-year training term,
7 with subsequent eligibility for three additional two-year terms. The Committee works to maintain
8 the intent of the Adult Care Home Residents' Bill of Rights for those residing in licensed adult
9 care homes. The members of this Committee also promote community involvement and
10 cooperation with these homes to ensure quality care for the elderly and disabled adults. The
11 members of this committee make visits to facilities no less than annually.
12

13 **Nursing Home Community Advisory Committee**

14 Members are appointed by the Board of Commissioners to all positions. The Regional
15 Ombudsman assigned to Orange County is Autumn Cox who works for Triangle J Council of
16 Government (TJCOG). Prior to any appointment, Autumn Cox vets applicants. If a qualified
17 applicant is selected, that individual must attend state mandated training and must pass the
18 course before being recommended for appointment. There is an initial one-year training term,
19 with subsequent eligibility for two additional three-year terms. This committee helps to maintain
20 the intent of the Residents' Bill of Rights, promotes community involvement and provides public
21 education on long-term care issues. The members of this committee make visits to facilities no
22 less than quarterly.
23

24
25 After completion of the visits, the team members of both committees prepare a state report of
26 their findings during the visit. The report is then presented at the regular committee business
27 meetings. The report is discussed and a vote is taken to gain approval of the report. The
28 Ombudsman then formats the report for submission to the particular county. The information is
29 then published on the county's website for public view.
30

31 **LIST OF CURRENT VACANCIES**

32 **Adult Care Home Community Advisory Committee**

34 POSITION DESIGNATION	35 EXPIRATION DATE	36 VACANCY INFORMATION
37 At-Large	10/31/2021	This position has been vacant since 07/15/2020.
38 At-Large	06/30/2022	This position has been vacant since 05/12/2020.
39 At-Large	10/31/2022	This position has been vacant since 8/2/2019.
40 At-Large	10/31/2021	This position has been vacant since 10/31/2017.
41 At-Large	06/30/2022	This position has been vacant since 06/03/2020.
42 At-Large	06/0/2022	This position has been vacant since 1/16/2020.

43 **Nursing Home Community Advisory Committee**

45 POSITION DESIGNATION	46 EXPIRATION DATE	47 VACANCY INFORMATION
48 At-Large	09/30/2020	This position has been vacant since 11/06/2019.
49 Nursing Home Administration	06/30/2023	This position has been vacant since 06/21/2017.
50 Nursing Home Administration	06/30/2023	This position has been vacant since 03/29/2019.
51 At-Large	03/31/2023	This position has been vacant since 05/18/2020.
At-Large	06/30/2023	This position has been vacant since 02/25/2018.

1 Victor Orija, Ombudsman Program Specialist, Autumn Cox, the Regional Ombudsman
2 with TJCOG who is assigned to Orange County, and Kim Lamon-Loperfido and Janice Tyler,
3 Department of Aging Director, were available during the meeting.

4 Autumn Cox said according to state statute the ACHCAC should have 8 members, with
5 the BOCC being able to appoint up to an additional 5 members, which is what happened in
6 Orange County. She said NHCAC should have 7 positions, which would mean the current
7 County NHCAC is full. She said the ACHCAC has 6 candidates, with 3 ready for training, which
8 has been put on hold due to Covid.

9 Chair Rich asked if the committees were to be combined would the membership
10 numbers be 15.

11 Autumn Cox said no. She said a joint committee would require 13 members, with the
12 BOCC being able to add up to 5 additional members, if so desired.

13 Vibeke Talley, Chair of the NHCAC, she said there are 5 nursing homes in Orange
14 County. She said she does not recommend combining the 2 commissions, as the proper level
15 of attention will not be applied to the details of the work, and advocacy for the care facilities'
16 residents would be compromised.

17 Victor Orija agreed with Vibeke Talley.

18 Autumn Cox said if the groups merge, all members would have to go through additional
19 training, which would take a fair amount of time.

20 Commissioner Price asked if there are committee members waiting for both groups.

21 Autumn Cox said no, there are only pending candidates for the ACHCAC.

22 Commissioner Dorosin said the number of vacancies on these commissions motivated
23 this conversation. He asked if the impact of those vacancies could be described.

24 Vibeke Talley said as long as there are 7 people on her committee, it can work
25 effectively. She said more people would be helpful, but 12 are definitely not necessary.

26 Autumn Cox said the ACHCAC is also doing well, and would be even better if the 3
27 pending members could be brought in.

28 Commissioner Dorosin said his primary concern was seeing all of the vacancies, and he
29 wanted to ensure these committees were able to still do their work with limited members. He
30 asked if there is any benefit to combining the two groups.

31 Vibeke Talley said more work will be created if the two groups are combined, and likely
32 less people to do the work.

33 Janice Tyler said she defers to Vibeke Talley, and would recommend keeping two
34 groups, but reducing the numbers slightly.

35 Vibeke Talley agreed, and recommended 10 members for the NHCAC.

36 Chair Rich asked if 10 would be a good size for the ACHCAC.

37 Autumn Cox said yes. She said a current member has to leave due to a conflict of
38 interest due to a family member being in a care facility.

39 Commissioner Greene said she is glad to be having the conversation, and it sounds like
40 a merger is not a good idea.

41 Commissioner Price asked if there has to be a quorum for these boards to work.

42 Autumn Cox said yes, there must be a quorum for business meetings.

43 Commissioner Price said a spot must be kept for a nursing home administrator on the
44 NHCAC, even if the numbers are reduced.

45 Autumn Cox said she works in several counties, and other counties do not keep track of
46 the specific position designations.

47 Thom Freeman-Stuart, Assistant Deputy Clerk I, asked if it would be acceptable to fill the
48 positions with people who do not fit the designation.

49 Victor Orija said no, and the most important detail is to avoid any conflicts of interest.

1 Janice Tyler said if it is not required by state statute, she would recommend doing away
2 with the designations.

3 Commissioner Price said if the statute requires the designations, then they should
4 remain, but the overall numbers can be reduced.

5 Bonnie Hammersley said her recommendation was for 13, due to the difficulty in filling
6 positions. She said staff can figure out designations, and it would probably be best to keep two
7 boards, but reduce each committee to 10 members.

8 Chair Rich echoed Commissioner Dorosin's concern regarding the difficulty in filling
9 these boards. She said she would like to revisit these boards if the difficulty continues.

10 Thomas Freeman-Stuart said Covid-19 has prevented visits to these facilities, and asked
11 if enticing applicants will be even more difficult than it already was.

12 Victor Orija said Covid has made things difficult, but there are volunteers who really love
13 to serve in this capacity, and he is hopeful for the future.

14
15 A motion was made by Commissioner Price, seconded by Commissioner Greene to
16 keep the committees separate and reduce the number of positions to ten (10) total for both the
17 Nursing Home Community Advisory Committee and the Adult Care Home Community Advisory
18 Committee.

19
20 Chair Rich called each Commissioner by name (roll call).

21
22 **VOTE: UNANIMOUS**

23
24 **b. Discussion and Acceptance of the FY 2020-25 County Capital Investment Plan**

25 The Board discussed the updated outstanding amendments to the Capital Investment
26 Plan, and considered voting to approve the acceptance of the FY 2020-25 County Capital
27 Investment Plan (CIP).

28
29 Travis Myren, Deputy County Manager, reviewed the item below:

30
31 **BACKGROUND:** During the Intent to Adopt Budget work session on June 9, 2020, the Board
32 approved amendments to the Capital Investment Plan that advanced the expansion of the
33 Durham Technical Community College and amended several projects in Year 1 (FY 2020-21)
34 intended to offset the cost of advancing that project.

35
36 The Board postponed making decisions on proposed project amendments in Years 2 through
37 5 that are intended to more fully offset the cost of advancing the Durham Tech Expansion
38 project into Years 1 – 3. The Board reviewed the proposed amendments at the September 10,
39 2020 work session, and provided direction to staff. At that time, the Board reached consensus
40 on all of the amendments as represented in *Attachment 1* with the exception of a \$250,000
41 reduction in vehicle replacements in years 2 and 3. Therefore, *Attachment 1* contains two
42 options. The first option is to implement the \$250,000 reductions in Years 2 and 3. The second
43 option eliminates those reductions.

44
45 The Vehicle Replacement project in the Capital Investment Plan has been used to replace
46 public safety vehicles. As a result, the \$250,000 reduction in Years 2 and 3 would result in the
47 replacement of fewer vehicles in Emergency Services and the Sheriff's Office. If the reduction
48 were balanced evenly across those two agencies, Emergency Services would forgo one
49 ambulance remount or three supervisory vehicles scheduled for replacement over this two

1 year period, and the Sheriff's Office would forgo five to six patrol or investigative vehicles due
2 for replacement.

3
4 The Board also directed staff to adjust the IT infrastructure amount to minimize the number of
5 replacements that were six years old or older. That resulted in no reduction to IT infrastructure
6 for computer replacements compared to the Manager's Recommended Budget. Given this
7 level of funding, 270 units would be 7-9 years old in FY2021-22, 88 units would be 7-9 years
8 old in FY22-23, and 247 units would be that same age in FY23-24. No units would exceed nine
9 years of age at this funding level for the next four years.

10
11 The CIP summary tables that would be amended by the Board's action are included as
12 *Attachment 2 – Updated CIP Summaries, Option 1 and Option 2*, and the detailed project
13 pages that would be amended by the updated amendments are included in *Attachment 3 –*
14 *Relevant CIP Project Pages*.

15
16 The Board requested additional information on the County's vehicle replacement program as it
17 relates to the Capital Investment Plan. The age and mileage for the Sheriff's Office fleet and
18 the Emergency Services fleet is provided in *Attachment 4, Vehicle Fleet Information for*
19 *Emergency Services and Sheriff's Office*.

20
21 *Attachment 5 – Debt Metric Models*, provides the impact of the proposed amendments, as well
22 as the two (2) scenarios for vehicle replacements amendments, and how they impact the
23 County's 15% Debt Capacity Policy and the Tax Equivalent impact on the Debt Service.

24
25 **Note:** There is one budget amendment change that needs Board approval in adjusting the Year
26 1 (FY 2020-21) funding in the Information Technologies Infrastructure Capital Project from
27 \$340,000 to \$434,500. This increase of \$94,500 would be included under the Desktop/Laptop
28 Replacement appropriation section of the project. In reviewing the Approved Meeting minutes
29 from the June 9, 2020 Board meeting, the Board approved a budget amendment reduction of
30 \$500,000 instead of the previously amount of \$594,500 that was reduced from the project
31 when the Board approved the Year 1 (FY 2020-21) CIP funding on June 16, 2020. This change
32 is reflected in this project in *Attachment 2, Updated CIP Summaries*.

33
34 Travis Myren, Deputy County Manager, presented the following PowerPoint
35 presentations:

36
37 Slide #1



Slide #2

Capital Investment Plan Amendments

Amendments Adopted 6/9

Project	Amendment	Total Expenditure Amount	Adopted Amendments
Durham Tech Expansion Project	Move the Durham Tech Expansion Project Planning up to Year 1	\$ 1,000,000	\$ 1,000,000
Durham Tech Expansion Project	Move the Durham Tech Expansion Project Phase 2 up to Year 2	\$ 14,000,000	\$ 14,000,000
Durham Tech Expansion Project	Move the Durham Tech Expansion Project Phase 3 up to Year 3	\$ 11,547,911	\$ 11,547,911
	Total	\$ 26,547,911	\$ 26,547,911

Slide #3

Capital Investment Plan Amendments

Amendments Adopted 6/9

Amendment	Total Expenditure Amount	Adopted Amendments	Notes
Delay the following CIP projects from Year 1 (FY 20-21) to Years 6-10			
Roofing Projects - Library Design	\$ (25,000)	\$ (25,000)	<i>Project Withdrawn by Staff</i>
EMS Substation - Morgue Project	\$ (675,000)	\$ (675,000)	<i>Project Budget Reduced to \$525,000</i>
Blackwood Farm Park	\$ (350,000)	\$ (350,000)	<i>Remediate and Rehabilitate Farm House</i>
IT - Infrastructure, Laptop/Desktop Replacement, Cyber Security	\$ (900,000)	\$ (500,000)	<i>\$934,500 Total Budget</i>
Vehicle Replacements	\$ (250,000)	\$ (250,000)	<i>\$1,261,634 Total County Financed Replacements</i>
Total	\$ (2,200,000)	\$ (1,800,000)	
Recommend Technical Amendment <i>\$594,500 Reduction in Approved Budget Ordinance but</i> <i>6/9/2020 Minutes Reflect \$500,000 Reduction</i>			

Slide #4

Capital Investment Plan Amendments

Amendment #	Project	Total Expenditure Amount	County Debt Financed Amount (Option 1)	County Debt Financed Amount (Option 2)	Notes
Year 2 - FY 2021-22					
20-21CIP-005	Soccer. Com	\$ (4,589,000)	\$ (4,589,000)	\$ (4,589,000)	Deferred to Years 6-10
20-21CIP-005	IT Fiber Connectivity	\$ (1,160,000)	\$ (1,160,000)	\$ (1,160,000)	Deferred to Years 6-10
20-21CIP-005	Lake Orange Dam Rehabilitation	\$ (50,526)	\$ (50,526)	\$ (50,526)	Deferred to Years 6-10
20-21CIP-005	Little River Park, Phase II	\$ (400,000)	\$ (200,000)	\$ (200,000)	Deferred to Years 6-10
20-21CIP-005	Roofing and Building Façade Projects	\$ (250,000)	\$ (250,000)	\$ (250,000)	Deferred Main Library roof replacement to Years 6-10
20-21CIP-005	Twin Creeks Park	\$ (220,000)	\$ (220,000)	\$ (220,000)	Deferred to Years 6-10
20-21CIP-005	Old Courthouse Square	\$ (200,000)	\$ (200,000)	\$ (200,000)	Deferred to Years 6-10
20-21CIP-005	Vehicle Replacements	\$ (250,000)	\$ (250,000)	-	Deferred to Years 6-10 (Option 1); Leave in \$250,000 (Option 2)
20-21CIP-005	Millhouse Road Park	\$ (400,000)	-	-	Deferred to Years 6-10, this amount is professional services for the amount deferred in year 3
	Year 2 Total:	\$ (7,519,526)	\$ (6,919,526)	\$ (6,669,526)	

Slide #5

Capital Investment Plan Amendments

Amendment #	Project	Total Expenditure Amount	County Debt Financed Amount (Option 1)	County Debt Financed Amount (Option 2)	Notes
Year 3 - FY 2022-23					
20-21CIP-006	Milhouse Road Park	\$ (6,400,000)	\$ (3,200,000)	\$ (3,200,000)	Deferred to Years 6-10
20-21CIP-006	Twin Creek Park	\$ (3,780,000)	\$ (3,780,000)	\$ (3,780,000)	Deferred to Years 6-10
20-21CIP-006	Blackwood Farm Park	\$ (300,000)	\$ (300,000)	\$ (300,000)	Deferred to Years 6-10
20-21CIP-006	Old Courthouse Square	\$ (350,000)	\$ (350,000)	\$ (350,000)	Except for \$40,000 for stone sidewalk repair/ADA modifications
20-21CIP-006	Vehicle Replacements	\$ (250,000)	\$ (250,000)	\$ -	Deferred to Years 6-10 (Option 1); Leave in \$250,000 (Option 2)
Year 3 Total:		\$ (11,080,000)	\$ (7,880,000)	\$ (7,630,000)	

Slide #6

Capital Investment Plan Amendments

Amendment #	Project	Total Expenditure Amount	County Debt Financed Amount (Option 1)	County Debt Financed Amount (Option 2)	Notes
Year 4 - FY 2023-24					
20-21CIP-016	Emergency Services Substations	\$ (4,000,000)	\$ (4,000,000)	\$ (4,000,000)	Deferred Standalone Facility in the Northern Corridor to Years 6-10
Year 4 Total:		\$ (4,000,000)	\$ (4,000,000)	\$ (4,000,000)	

Slide #7

Capital Investment Plan Amendments

Amendment #	Project	Total Expenditure Amount	County Debt Financed Amount (Option 1)	County Debt Financed Amount (Option 2)	Notes
Year 5 - FY 2024-25					
20-21CIP-017	Facility Accessibility, Safety, and Security Improvements	\$ (1,095,980)	\$ (1,095,980)	\$ (1,095,980)	Deferred to Years 6-10
20-21CIP-017	Lake Orange Dam Rehabilitation	\$ (1,900,000)	\$ (1,900,000)	\$ (1,900,000)	Deferred Spillway Channel Replacement to Years 6-10
20-21CIP-017	HVAC Projects	\$ (124,000)	\$ (124,000)	\$ (124,000)	Deferred New Courthouse HVAC replacement to Years 6-10
Year 5 Total:		\$ (3,119,980)	\$ (3,119,980)	\$ (3,119,980)	
Grand Total:		\$ (25,719,506)	\$ (21,919,506)	\$ (21,419,506)	

Slide #8

Vehicle Replacement Impact

- **Option 1 - \$250,000 Reduction in Years 2 and 3**
 - Sheriff's Office = \$230,907 Total Funding Over Two Years
 - Nineteen (19) Vehicles Over 150,000 Miles
 - Funds to Replace Five (5) to Six (6) Vehicles Over Two Year Period
 - Emergency Services = \$1,004,540 Total Funding Over Two Years
 - Five (5) Ambulances Over 150,000 Miles
 - Two (2) Administrative Vehicles Over 150,000 Miles
 - Funds to Replace Two (2) Ambulances and Three (3) Supervisory Vehicles Over Two Years
- **Option 2 - No Reduction in Years 2 and 3**
 - Sheriff's Office = \$480,907 Over Two Years
 - Funds to Replace Eleven (11) to (12) Sheriff Vehicles Over Two Years
 - Emergency Services = \$1,254,540 Total Funding Over Two Years
 - Funds to Replace Two (2) Ambulances, One (1) Remount, and Three (3) Supervisor Vehicles Over Two Years



Commissioner Dorosin asked if the difference between option 1 and option 2 is 6 vehicles in the Sheriff's Office, and 1 remount in Emergency Services.

Travis Myren said yes.

Commissioner Price asked if staff is using mileage or vehicle age as the determining factor for replacement.

Travis Myren said he was using this as a guide, and 200,000 miles is the real breaking point. He said he is looking ahead a year, and the mileage will likely reach 200,000 by that time. He resumed the presentation:

Slide #9

Capital Investment Plan Amendments

Debt Service to General Fund Revenue Analysis 15% Policy Target				
Year	Recommended CIP	6/9 Approved Amendments	Option 1 250,000 Vehicle Replacement Reduction in Years 2 & 3	Option 2 No Vehicle Replacement Reduction in Years 2 & 3
2021	14.12%	14.12%	14.12%	14.12%
2022	16.43%	16.40%	16.40%	16.40%
2023	16.19%	16.25%	16.17%	16.17%
2024	16.22%	16.69%	16.39%	16.40%
2025	15.18%	15.90%	15.36%	15.39%
2026	14.44%	15.13%	14.47%	14.47%

Slide #10

Capital Investment Plan Amendments

Tax Equivalent Debt Service Analysis in Cents per \$100 Valuation				
Year	Recommended CIP	Approved 6/9 Amendments	Option 1 \$250,000 Vehicle Replacement Reduction in Years 2 & 3	Option 2 No Vehicle Replacement Reduction in Years 2 & 3
2021	1.37 <small>Delayed with Emergency Measures</small>	1.37 <small>Delayed with Emergency Measures</small>	1.37 <small>Delayed with Emergency Measures</small>	1.37 <small>Delayed with Emergency Measures</small>
2022	3.48	3.44	3.44	3.44
2023	-	0.11	-	-
2024	0.36	1.01	0.67	0.69
2025	-	-	-	-
TOTAL	5.21	5.93	5.48	5.50

1 Slide #11

2
3 **Capital Investment Plan Amendments**

- 4
5
6 • The Manager recommends that the Board accept the remainder of
7 the FY2020-25 Capital Investment Plan by
8
9 - Approving a \$94,500 budget amendment in Year 1 (FY 2020-21) in the Information
10 Technologies Infrastructure Capital Project as reflected in the June 16, 2020 meeting
11 minutes; and
12
13 - Approving either the amendments listed on Option 1 or Option 2 in Attachment 1 to finalize
14 the FY2020-2025 Capital Investment Plan.

15 Commissioner Marcoplos asked if the Parks projects would be banished to years 6-10,
16 or if they could be pulled back in earlier.

17 Travis Myren said staff reviews this plan every year, and projects can always be moved
18 around.

19 Commissioner Marcoplos asked if members of the Public were engaged on this item,
20 and changes.

21 Chair Rich said she has heard from the Durham Tech people, who are excited.

22 Bonnie Hammersley said Commissioners vote on the funding annually, and this item is
23 just the plan. She said the public may be more vocal around funding discussions. She said the
24 plan does move the County forward with Durham Tech, and there will be other issues moving
25 forward.

26 Commissioner Dorosin said he has heard from many members of the public, not just
27 Durham Tech, and all comments have been very positive. He said he appreciated receiving all
28 of the additional information, and would be in favor of voting for the option that saved \$500,000,
29 which will keep the CIP more balanced. He said he would be in favor of option 1.

30 Commissioner Price clarified that option one contained the reduction.

31 Travis Myren said yes.

32 A motion was made by Commissioner Dorosin, seconded by Commissioner Price to
33 approve the amendments presented in option 1 and to accept the remainder of the FY 2020-
34 2025 Capital Investment Plan.

35
36 Commissioner Marcoplos asked if the name of Durham Tech could be changed to
37 Durham-Orange/Orange-Durham Technical Community College.

38 Chair Rich said Bonnie Hammersley will begin those conversations.

39
40 Chair Rich called each Commissioner by name (roll call).

41
42 **VOTE: Ayes, 5 (Commissioner Greene, Commissioner Dorosin, Commissioner**
43 **Marcoplos, Commissioner Price, Chair Rich); Nays, 2 (Commissioner Bedford,**
44 **Commissioner McKee)**

45
46 **MOTION PASSES 5-2**

47
48 A motion was made by Commissioner Greene, seconded by Commissioner Price to
49 approve the \$94,500 budget amendment adjustment to Year 1 (FY 2020-21) funding in the

1 Information Technologies Infrastructure Capital Project as reflected in the June 16, 2020
2 meeting minutes,

3
4 Chair Rich called each Commissioner by name (roll call).

5
6 **VOTE: UNANIMOUS**

7
8 **c. Water and Sewer Management, Planning, and Boundary Agreement (WASMPBA)**
9 **(RES-2020-072)**

10 The Board considered an amendment to the Water and Sewer Management, Planning,
11 and Boundary Agreement (WASMPBA) in the Town of Chapel Hill's planning jurisdiction in
12 response to a petition from property owners, and considered voting to adopt a resolution which
13 approves designating 11 parcels (totaling 31.88 acres) in question as being located within the
14 "Primary Service Area" for water and sewer services. In addition, the Board considered
15 providing feedback on whether staffs of the five WASMPBA parties should commence work on
16 a policy for resolving minor discrepancies in the future through GIS analysis and staff
17 interpretation.

18
19 Perdit Holtz, Planner III, reviewed the item below:

20
21 **BACKGROUND:**

22 In mid-February, the petition in Attachment 1 was received by the five signatories of the
23 WASMPBA. (Link to the Agreement). An Information Item regarding the petition was on the April
24 7, 2020 Board of County Commissioners agenda. While the petition is in regards to two lots that
25 were formerly (pre-2000) within the Town of Chapel Hill's "urban service area" and the ability to
26 tie-on to OWASA facilities that are currently "stubbed out" to the lots, further analysis by staff is
27 recommending that all or part of 11 lots (31.88 acres total) be added to the "OWASA Primary
28 Service Area" (see map in Attachment 2). The nine additional lots currently have homes on
29 them and are served by OWASA services. Water and sewer lines were installed to serve the
30 neighborhood in 1997.

31
32 The neighborhood in question predates adoption of WASMPBA in 2001. At that time, the Town
33 of Chapel Hill had an interest in reducing the size of the water and sewer service area in
34 southern Chapel Hill. OWASA and the Town put a policy in place that allowed lots to still receive
35 water and sewer service if the "structure existed before May 8, 2000 and is located on a lot
36 adjacent to an OWASA water or sewer line that was installed before May 8, 2000" (Attachment
37 3).

38
39 During meetings on this matter, staffs of the five signatory parties discussed the
40 appropriateness of a minor boundary amendment to prevent the boundary line from bisecting a
41 neighborhood and makes all lots in the same neighborhood eligible for public water and sewer
42 service. Staffs believe that, particularly in cases such as this where services already exist and/or
43 are being provided and property owners are requesting inclusion, it is appropriate to include
44 served parcels in the "Primary Service Area" for water and sewer services. OWASA staff has
45 advised that, from an engineering perspective, it is feasible to provide water and sewer service
46 to all 11 lots under consideration (9 of the lots already receive services).

47 The meeting schedule for the five WASMPBA parties to consider this amendment is as follows:

48 Chapel Hill – October 28

49 Hillsborough – November 9

50 Carrboro – November 10

1 OWASA – November 12
2 Orange County – November 17

3
4 As the initiator of this amendment, since the parcels in question are within its planning
5 jurisdiction, the Town of Chapel Hill’s resolution requested that the governing boards of the
6 Town of Carrboro, the Town of Hillsborough, Orange County, and OWASA consider approval of
7 the amendment.

8
9 **Potential Map Interpretation Policy**

10 This is not the only instance where natural features (e.g., a stream or ridge line) are meant to
11 serve as boundaries of a service area. Natural features were not surveyed when the WASMPBA
12 boundaries were mapped. Technology has improved since 2001, including GIS tools for more
13 accurate topographic mapping. Staff from the five WASMPBA parties have discussed a
14 potential policy for resolving minor discrepancies in the future through GIS analysis and staff
15 interpretation, rather than through the existing process which requires formal action by each of
16 the five governing boards. Staffs of the WASMPBA parties are requesting feedback from each
17 of their governing boards on whether staff should pursue developing such a policy to be
18 included in the WASMPBA. If authorized, staffs would work together on language and bring an
19 item forward for future consideration.

20
21
22 ATTACHMENT 4

23
24 RES-2020-072

25
26 **A RESOLUTION APPROVING AN AMENDMENT TO APPENDIX A OF THE WATER AND**
27 **SEWER MANAGEMENT, PLANNING AND BOUNDARY AGREEMENT (WASMPBA) TO**
28 **DESIGNATE 31.88 ACRES IN THE SOUTHEAST CHAPEL HILL AREA AS “OWASA**
29 **PRIMARY SERVICE AREA”**

30
31 WHEREAS, in 2001, Carrboro, Chapel Hill, Hillsborough, Orange County, and the Orange
32 County Water and Sewer Authority ("OWASA") adopted a Water and Sewer Management,
33 Planning and Boundary Agreement (“Agreement”); and

34
35 WHEREAS, the Agreement was last amended on October 6, 2020; and

36
37 WHEREAS, Chapel Hill residents Frank Baumgartner and Rachel Sumney submitted a petitions
38 to each of the WASMPBA signatories in February 2020, requesting approval to hook up to
39 existing water and sewer lines at 1204 and 1205 Bayberry Drive in Chapel Hill; and

40
41 WHEREAS, the two lots in question are immediately adjacent to other residential lots that
42 receive OWASA services, and are located on the eastern side of the Hunt’s Reserve
43 neighborhood which is predominately located in the “OWASA Primary Service Area” as defined
44 in the Agreement; and

45
46 WHEREAS, OWASA staff have advised that, from an engineering perspective, it is feasible to
47 provide water and sewer service to all lots in the Hunt’s Reserve neighborhood; and

48
49 WHEREAS, Orange County staff has determined that it is reasonable to include all lots and
50 portions of lots accessed via Bayberry Drive within the boundary of the OWASA Primary Service

1 Area, in order to provide consistent water and sewer policy for all lots in the Hunt’s Reserve
2 neighborhood; and
3

4 WHEREAS, eleven lots or portions of lots accessed via the eastern end of Bayberry Drive,
5 constituting a total area of approximately 31.88 acres, are currently designated as “OWASA
6 Long-Term Interest Area” in the Agreement; and
7

8 WHEREAS, amendments to the Agreement require the approval of all signatories to the
9 Agreement.
10

11 NOW, THEREFORE, BE IT RESOLVED by the Orange County Board of Commissioners that
12 the Board approves the amendment to Appendix A of the Agreement to designate
13 approximately 31.88 acres in the southeast Chapel Hill area as an addition to the “OWASA
14 Primary Service Area”, as shown on the map attached hereto.
15

16 Upon motion of Commissioner , seconded by Commissioner , the foregoing ordinance was
17 adopted this , 2020. day of
18

19 I, Greg Wilder, Interim Clerk to the Board of Commissioners for Orange County, DO HEREBY
20 CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a
21
22 meeting held on , 2020 as relates in any way to the adoption of the foregoing and that said
23 proceedings are recorded in the minutes of the said Board.
24

25 WITNESS my hand and the seal of said County, this day of , 2020.
26

27 SEAL
28

29 _____
Interim Clerk to the Board of Commissioners
30

31 Perdita Holtz, Planner III, presented the following PowerPoint Presentation:
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33 Slide #1
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Slide #2

Brief Overview

- WASMPBA adopted in December 2001 to establish water and sewer service boundaries and other relevant parameters
- Five parties:
 - Towns of Chapel Hill, Carrboro, and Hillsborough
 - Orange County
 - OWASA (Orange Water and Sewer Authority)
- In February, a petition was received from two property owners within Chapel Hill's ETJ (Extraterritorial Jurisdiction) requesting that two lots be added to "Primary Service Area"
 - All five parties to the agreement must approve changes such as this.

Slide #3

Location

- Vicinity Map in Attachment 2 shows zoomed out location - southeast Chapel Hill.
- 2 lots pertaining to petition are undeveloped by have water and sewer stub outs.
- Staffs recommended that 9 additional lots (11 total) in the same subdivision also be added to Primary Service Area.
 - Already served by OWASA water and sewer lines



Slide #4

Process

- Initiated by Town of Chapel Hill since lots are within Town's ETJ
- Review Schedule:
 - Chapel Hill - October 28 (approved)
 - Hillsborough - November 9 (approved)
 - Carrboro - November 10 (approved)
 - OWASA - November 12 (approved)
 - Orange County - November 17
- Town of Chapel Hill's resolution requested that the governing boards of the Town of Carrboro, the Town of Hillsborough, Orange County, and OWASA consider approval of the amendment.

Slide #5

Potential Map Interpretation Policy - Feedback Request

- Staff requests feedback on whether the staffs of the 5 WASMPBA parties should commence work on a potential policy for resolving minor discrepancies in the future through GIS analysis and staff interpretation, rather than through the existing process which requires formal action by each of the five governing boards.
- If authorized, staffs would work together on language and bring an item forward for future consideration.
 - Parameters expected to include consideration of future land use categories and existing zoning, serviceability, amount of land affected, and distance from existing similar WASMPBA designation (Primary Service Area vs. Long-Term Interest Area)

Slide #6



Slide #7

Recommendation

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1. Adopt the Resolution in Attachment 4 which approves designating the 11 parcels (totaling 31.88 acres) in question as being located within the "Primary Service Area" for water and sewer services on the map in Appendix A of the WASMPBA.
 2. Provide feedback on whether staffs of the five WASMPBA parties should commence work on a policy for resolving minor discrepancies in the future through GIS analysis and staff interpretation. (A policy would need to be brought back to the five WASMPBA parties for approval).

25 Commissioner Dorosin clarified that this item is about 2 lots, and the other nine are already hooked up.

26 Perdita Holtz said essentially it is 2 lots, which already have stub outs, but need service. She said the additional 9 are being added for consistency.

27 Commissioner Dorosin asked if these two lots were stubbed out prior to the boundary agreement being made.

28 Perdita Holtz said service to the subdivision began in 1997, but in 2000 the Town of Chapel Hill was working on its comprehensive plan, and pulled back the urban service boundary at that time. She said the preexisting stubs outs were not taken into account, and she does not know why.

29 A motion was made by Commissioner Marcoplos, seconded by Commissioner Price to adopt the resolution which approves designating the 11 parcels (totaling 31.88 acres) in question as being located within the "Primary Service Area" for water and sewer services on the map in Appendix A of the WASMPBA.

30 Chair Rich called each Commissioner by name (roll call).

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43 **VOTE: UNANIMOUS**

44 Chair Rich said the discussion can now move to the second part of the item.

45 Commissioner Greene said she heard that other districts are in favor of pursuing a policy, but she is not. She said these boundaries were drawn with great deliberation, and should come back to the Board on a case by case basis. She said she is really opposed to an abstract policy on these matters.

46
47
48
49

1 Commissioner Dorosin said he has the exact opposite opinion. He said it is bad
2 planning to have parcel and zoning lines that do not match. He said going through these issues
3 is not a good use of a Board's time. He said zoning lines run through parcels, and the rural
4 buffer, etc. He said this is a matter of cleaning things up, and not wasting resident, staff, and
5 Board time in the future.

6 Commissioner Bedford said she fully agrees with Commissioner Greene, and partially
7 agrees with Commissioner Dorosin. She said she would favor staff looking at areas of obvious
8 concern, if staff has time to do so. She said the definition of "minor" will vary, and she does not
9 want a policy, but would be in favor of doing the work.

10 Commissioner Marcoplos agreed with Commissioner Dorosin, and said 99% of the time
11 it would be an easy fix. He said Commissioner Greene's concerns could be included in any
12 policy, giving neighbors a chance to weigh in. He said if there were disagreements, then the
13 boards could get involved.

14 Commissioner Price asked if staff could clarify the exact policy that is being proposed.

15 Perdita Holtz said staff is having preliminary discussions, and suggested having the
16 policy be some sort of parameters with a maximum distance/square feet/acres that the
17 WASMBPA line could be changed to better match a zoning line.

18 Commissioner Price asked who made make the ultimate decision.

19 Perdita Holtz said the staffs of the five parties.

20 Craig Benedict, Planning Director, said in the majority of cases, the water sewer line was
21 a ridgeline. He said the maps were drawn by hand in 2001, and current technology could be
22 more accurate. He said the policy would say what is considered minor, and what could be
23 agreed to and handled by staff. He said major decisions would come back to the boards.

24 Commissioner Price agreed with streamlining the process, but said she is a little leery
25 about leaving staff responsible for these decisions, and determining minor versus major.

26 Commissioner Price asked if staff could bring the minor, easier, decisions to the five
27 boards for one large approval, and go through the more major decisions over time.

28 Craig Benedict said yes, and it would take a while for staff to come up with the
29 parameters.

30 Commissioner McKee agreed with Commissioner Dorosin, and said he is confident in
31 staff's judgement.

32 Commissioner Greene agreed that this particular one was obvious and minor, but said a
33 policy would take a lot of work. She said she would rather staff bring a slate of these minor
34 fixes, and have the boards approve them in one fell swoop.

35 Chair Rich reminded the Board that a vote is not necessary at this time on this particular
36 section. She said staff can bring back minor and major examples, and a policy may come out of
37 that.

38 Commissioner Greene said it is her understanding that this evening the BOCC is being
39 asked to direct staff on formulating a policy or not. She said she is not in favor of a policy on
40 this issue, but rather bringing items to the BOCC as they arise, or as staff is able to review
41 them.

42 Commissioner Dorosin said Commissioner Greene's suggestion is how the process
43 currently works, and any changes will still have to go through all 5 boards, which is inefficient.

44 Commissioner McKee said he did not want to speak for Commissioner Dorosin, but
45 believes they are in agreement. He said if staff brings back several of these issues, and the five
46 boards disagree on one particular property, the process gets bogged down in bureaucracy. He
47 said it is this type of situation that frustrates residents.

48 Commissioner Bedford said even with a policy, there will be 5 staffs that have to agree.
49 She said some of these issues will be difficult, and possibly very political. She said she

1 supports the rural buffer and these boundaries, and it is important that the BOCC still have veto
2 power. She said she does not want to turn the power of the elected official over to the staff.

3 Commissioner Greene said these are political decisions, and she is not in favor of
4 delegating these to staff.

5 Commissioner Dorosin said there are levels of decisions that get made, and some are
6 so minor that having all 5 boards involved is micromanaging. He said the process has been
7 prioritized over the substance, and it makes it so frustrating for residents.

8 Commissioner Marcoplos said he thinks the BOCC has completed its work for tonight,
9 and staff should be allowed a chance to draft a policy taking the BOCC's comments into
10 account.

11 Commissioner Greene said the BOCC should vote, because she is not in favor of
12 wasting staff's time on a draft policy.

13 Commissioner Dorosin asked if Commissioner Greene's suggestions are a type of
14 policy.

15 Commissioner Greene said she does not think so. She said staff can look at a map and
16 bring back examples that need addressing and let the boards rule. She said these are
17 proposed action items, and that is different than a policy. She said she would be open to doing
18 many at one time, but with decisions being made by the boards, not staff.

19
20 A motion was made by Commissioner Greene, seconded by Commissioner Price for
21 staff to move forward with bringing the BOCC potential action items to change these borders
22 consistent with staff recommendations, on staff's timetable; and for the four other jurisdictions to
23 review.

24 Commissioner Bedford said she supports this motion, as it is proactive. She reminded
25 the BOCC that it has voted no on these issues in the past.

26 Commissioner McKee asked if there is a plan to handle a potential disagreement on one
27 property in a packet of 10. He said the disagreement on one will send the entire group of 10
28 back.

29 Commissioner Greene said the BOCC could vote on each of the properties in a packet.

30 Commissioner McKee said he still favors a policy.

31 Commissioner Dorosin said the other four partners have already approved the possibility
32 of staff developing a policy.

33
34 Chair Rich called each Commissioner by name (roll call).

35
36 **VOTE: Ayes, 4 (Chair Rich, Commissioner Greene, Commissioner Bedford,**
37 **Commissioner Price); Nays, 3 (Commissioner McKee, Commissioner Dorosin, and**
38 **Commissioner Marcoplos)**

39
40 **MOTION PASSES 4-3**

41
42 **d. Orange County Broadband Task Force**

43
44 The Board considered a charge and composition for the proposed Orange County
45 Broadband Task Force.

46
47 Bonnie Hammersley, County Manager, reviewed the item below:

48
49
50 **BACKGROUND:**

1 At the September 1, 2020 Board of Orange County Commissioners business meeting a petition
 2 was submitted by Commissioner McKee to create an Orange County Broadband Task Force.
 3 Stakeholders would include the County Manager, Information Technology Department Director,
 4 a representative from the North Carolina Department of Information Technology (NCDIT),
 5 Orange County Schools Superintendent, Chapel Hill Carrboro City Schools Superintendent and
 6 Community members living in the unincorporated areas of Orange County who are
 7 underserved, including those with an interest in resolving the digital divide in Orange County.
 8

9 The Task Force charge will include but not necessarily limited to:

- 10
- 11 1. Discuss broadband solutions that will improve the quality of high-speed internet services to
- 12 Orange County residents;
- 13 2. Recommend a plan to the Board of Orange County Commissioners that will expand reliable
- 14 high-speed internet services to all county residents and businesses.
- 15

16 Position #	Special Representation	Appointee
17 1.	County Manager (Designee)	
18 2.	Chapel Hill-Carrboro City Schools Superintendent (Designee)	
19 3.	Orange County Schools Superintendent (Designee)	
20 4.	NC Department of Information Technology (NCDIT) Representative	
21 5.	Board of Commissioners – 1	
22 6.	Board of Commissioners – 1	
23 7.	Orange County Resident – At Large	
24 8.	Orange County Resident – At Large	
25 9.	Orange County Resident – At Large	
26 10.	Orange County Resident – At Large	
27 11.	Orange County Resident – At Large	

28

29 Chair Rich said the full Board would approve all members of this Task Force, including
 30 BOCC appointments.

31 Commissioner Dorosin made a friendly amendment to include a position for a
 32 representative from Durham Tech.

33 The Board agreed by consensus.

34 Commissioner McKee said his primary reason for bringing this petition forward was the
 35 large number of residents who were underserved as schools closed. He said the Board is
 36 aware that he cannot attend BOCC meetings at home because of this issue, and he has come
 37 to realize that this is about much more than schooling. He said broadband is needed for
 38 employment, everyday shopping, and everyday living. He said the emergency services task
 39 force was started in a similar way, and has had great results. He said he is hopeful that this
 40 taskforce will be as successful. He said efforts thus far have been slow, and he wants to find a
 41 better way.

42 Chair Rich said other experts can be brought in as needed. She said Dr. Felder, OCS
 43 Superintendent, was quoted in the New York Times, and this is a rural problem all over the
 44 country. She said the 2016 law that prevents counties from providing broadband was also
 45 mentioned in the article, and is the biggest obstacle to fixing this problem. She said the
 46 composition of the Task Force is great.

47 Commissioner McKee said he is well aware of the state law, but he is willing to push the
 48 boundaries to the absolute limit. He said he is no longer willing to wait, and this task force can
 49 move the process forward one way or another.

1 A motion was made by Commissioner McKee, seconded by Commissioner Price to
2 approve the charge and composition (12 total positions) of the Orange County Broadband
3 Taskforce and authorize the Clerk to the Board to advertise for residents to apply for the Task
4 Force.

5
6 Commissioner Bedford asked if Commissioner McKee can be added to this task force
7 now.

8 Chair Rich said to fill all the slots and vote on the appointments at one time.

9 Chair Rich called each Commissioner by name (roll call).

10
11 **VOTE: UNANIMOUS**

12
13 **7. Reports**

14
15 **a. Update from the Orange County Food Council**

16 The Board received an update from the Food Council about activities in the 2020-2021
17 fiscal year and a preliminary report on the state of food insecurity during the COVID-19
18 pandemic.

19
20 Ashley Heger, Food Council Coordinator, reviewed the item below:

21
22 **BACKGROUND:**

23 The Food Council Coordinator was hired in July 2019. This new Coordinator position was
24 approved through an interlocal agreement process and is jointly funded by Orange County,
25 Chapel Hill, Hillsborough and Carrboro. The Coordinator is charged with coordinating the Food
26 Council and helping it achieve its goals. This presentation will provide an update of the
27 Coordinator’s work and progress since July 2019 plus an overview of the Food Council’s actions
28 and plans in the 2020 - 2021 fiscal year. The Coordinator will also be providing an update about
29 food insecurity in the County during the Covid19 pandemic. A food security presentation was
30 shared during the County Commissioner’s board retreat in January 2020 and the update will
31 focus on new information gathered since the start of the pandemic.

32
33 Ashley Heger, Food Council Coordinator, made the following PowerPoint presentation:

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35 **Slide #1**



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46 **Slide #2**

- 47 I. Progress report 2018 - now
48
49 II. Scope of work for the 2020 - 2021 fiscal year
50
III. Update on the state of food insecurity
(follow up from the BOCC January 2020 Board Retreat)

Slide #3

2018 Work Plan Progress Report

The 2018 work plan was designed to be a living document. This plan was shared with all elected boards during the process to approve the MOU to create a Food Council Coordinator position. Any changes made to the Food Council's work plan and/or the Coordinator's scope of work have been approved by the County Manager and the Council's Executive Committee.

- ★ Progress made in all identified priority areas
- ★ Changes to actions came through collaboration with nonprofit agencies, community members, food system stakeholders, and county/town departments
- ★ Moved towards centering racial equity and lived experience

Slide #4

- Facilitated partnerships with OCS, UNC, local childcare centers, and Farmer Foodshare to increase local foods in schools
- Created a Community Food Resource Guide available in multiple languages
- Facilitated Social Justice & Racial Equity workshops
- Met with food service providers to share & develop best practices for a justice approach to addressing hunger
- Presented a 'State of Food Security' report at the County Commissioner annual retreat; continuing to work with county and town staff and community partners to better understand the challenges and opportunities for addressing hunger

Commissioner Greene asked if Chapel Hill Carrboro City Schools (CHCCS) were included in the School partnerships.

Ashley Heger said CHCCS is a little unique because it does not have in house child nutrition services, but Orange County Schools do. She said CHCCS currently contracts out its Nutrition programs, and the contract was just renewed for the next year.

Commissioner Greene asked if Ashley Heger could elaborate on the difference between Charity approach and Justice approach.

Ashley Heger said a Charity approach means that those who sit in the seats of power determine what services are needed, as opposed to the Justice approach, which involves, and values input, from those who are actually receiving the services. She said the Charity model is necessary, but involving stakeholders is essential, and the desire is to move along the spectrum towards greater involvement of those receiving services, such as through surveys or board participation.

Commissioner Greene asked if the Food Council is following the Justice approach.

Ashley Heger said yes, the Food Council is trying to do so, and lead by example for other food organizations. She said many organizations are doing this well, and the Food Council can learn from them. She resumed the presentation:

Slide #5

- Created educational infographic to show relationship between food security, affordable housing, and systemic racism
- Facilitated relationships to reduce food waste in schools and with local food businesses
- Lead the development of a regional food council collaborative
- Supported the development of SOP's at a state level for reducing food waste and increasing safe food recovery practices
- Created an Agricultural Trust Fund proposal, conducted a racial equity assessment, and transitioned this effort into the creation of an Orange County Black Farmers think tank
- Coordinate weekly turned monthly food system calls for Covid related efforts

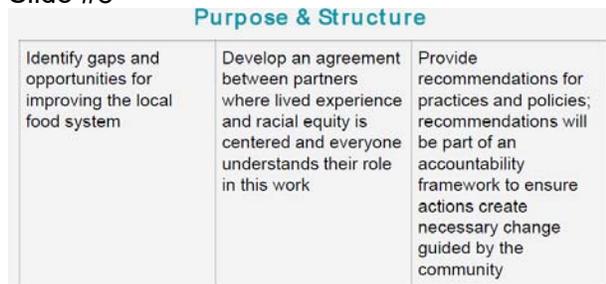
Slide #6



Slide #7



Slide #8

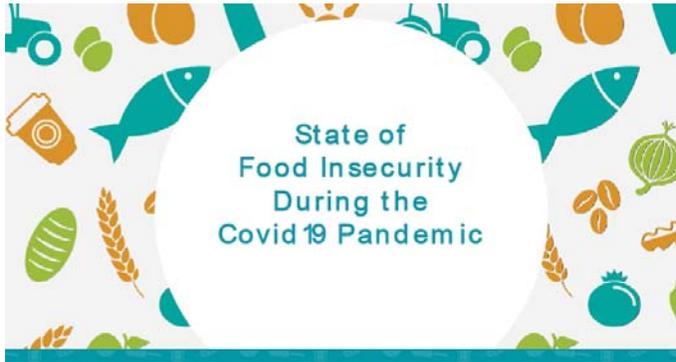


Slide #9

- FPA design process in 2020 - 2021**
- Lived experience centered in design process
 - Focus on accountability + transparency
 - Relationships with those most impacted essential for effective change
 - Data Index as a complimentary tool for tracking outcomes
 - Participating in other long-term planning processes to help identify areas for deeper collaboration and shared learning across sectors and jurisdictions

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Slide #10



Commissioner Dorosin asked if the mission or goal of this think tank/advisory board could be identified.

Ashley Heger said the goal would be to advise the Food Council on how Orange County, through local government, can create a more racially just and accessible agricultural community, which may be achieved through land use policy, capacity building on the ground with Black farmers, having additional caucus opportunities, etc. She said those working in this think tank will provide valuable expertise, and it is hoped that there will be a long-term relationship.

Commissioner Price said she is a little concerned about this think tank, as Black farmers have been expressing ideas and thoughts for years, to no avail. She said issues are well known, and she is not sure that a think tank is needed, as far as access for Black farmers to participate in the market. She said she appreciates the intent, but is a little cautious about the charge/mission of the group. She said solutions are needed, as the questions are already known.

Ashley Heger said the issues are known, but the capacity is not in place to give Black farmers access. She said the goal is to have farmers who have succeeded to share how they did so with those who need to build capacity. She said all can learn from this process.

Commissioner Price said an example would be how does a Black farmer get his/her produce in Wegman's. She said the farmers often have all the knowledge, but simply cannot gain access, due to the color of their skin.

Ashley Heger said the Food Council hopes to provide resources to level the playing field, and leverage relationships that have been built over the past few years. She said the goal is to have Black farmers lead this effort, as opposed to the Food Council telling them what to do.

Chair Rich said it is a great idea, and the more people can be brought together the more ideas will be created. She said she looks forward to a future report on this item.

Ashley Heger said other food councils are doing this work around the country, and Orange County wants to bring those best practices here.

Commissioner Greene referred to the food distribution system breakdown at the beginning of Covid, and said CSAs were suddenly booming. She said she would like to hear the big vision of how to make it possible for Orange County to be more self-reliant on local produce, as opposed to relying on produce from around the country.

Ashley Heger said one cannot grow everything in Orange County, but NC State is a wonderful resource, and there is a lot of work being done to allow local food to serve the local community. She said there are also discussions underway about how to bring certain foods back to Orange County, such as dairy, in a meaningful way. She said Covid has provided a sense of urgency to these issues, and other crises will arise in the future. She said many

1 people who were not food insecure prior to Covid, became so. She said there is a desire to
 2 build upon the momentum created by Covid to encourage more local food sources. She
 3 resumed the presentation:

4
 5 Slide #11

6
 7 **Trends in the (limited) data**

- 8 - Initial spike in need happened in April followed by slow decline
 9 in May but numbers are trending up again
 10 - Impact of federal programs
 11 - Changes from April to now
 12 - What to expect in the coming months

13 **Learning from those with lived experience**

14 **Intersectional nature of food insecurity**

- 15 - rent eats first

16 **How race and place impact food insecurity**

- 17 - systemic issues that have been exacerbated during the
 18 pandemic but predate this crisis

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 21 Slide #12



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 34 Slide #13

35 **Numbers from Food Providers**

Month	Meals Served	Caloric Intake
March 2020	34,000	23,606,800
April 2020	99,491	61,976,540
May 2020	69,999	48,111,345
June 2020	86,622	57,654,660
July 2020	28,240	19,344,400
August 2020	18,450	12,638,250
September 2020	18,310	12,542,350
October 2020	14,030	9,610,550
Total	369,142	245,484,895

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Average of 48K meals served weekly since March 2020

Slide #14



Slide #15

Food Insecurity Report

Coordinator will share this report by early December with all the jurisdictions in Orange County

- More details from frontline communities and food providers
- Supply chain challenges and lessons
- Updated infographic to show changes due to the pandemic
- Comparison of overall FNS participation from 2019 to now

Slide #16

QUESTIONS?

Ashley Heger
aheger@orangecountync.gov
ocfoodcouncil@gmail.com

Commissioner Dorosin said it is exciting to see the expanded scope of the Food Council, and the presentation was very encouraging.

Commissioner Greene said the presentation was very informative.

Chair Rich said Chapel Hill Carrboro City Schools' Child Nutrition program is contracted with Chartwells.

Chair Rich said over the summer she and Mike Ortosky, Agriculture Economic Developer, made several presentations over the summer, and Orange County is a leader in the Food Council community. She said the support of local elected officials is crucial to its success. She thanked the Food Council board for all its efforts.

8. Consent Agenda

- **Removal of Any Items from Consent Agenda**
None

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

3
4 Commissioner Greene said she was very pleased to see the Upward Mobility Program.

5
6 A motion was made by Commissioner Bedford, seconded by Commissioner Greene to
7 approve the consent agenda.

8
9 Chair Rich called each Commissioner by name (roll call).

10
11 **VOTE: UNANMIOUS**

12
13 **a. Minutes**

14 The Board approved the draft minutes from the October 20, 2020 Virtual Business Meeting as
15 submitted by the Interim Clerk to the Board

16 **b. Fiscal Year 2020-21 Budget Amendment #4 (ORD-2020-027)**

17 The Board voted to approve budget and grant project ordinance amendments for fiscal year
18 2020-21 for the Health Department; Efland Volunteer Fire Department; Criminal Justice
19 Resource Department; Coronavirus Relief Funding; and Housing and Community Development.

20 **c. Upward Mobility Proposal**

21 The Board authorized the submission of a grant application to join the *Boosting Upward Mobility*
22 *from Poverty Cohort* through the Urban Institute and to express the Board's ongoing support of
23 this initiative if Orange County is selected to participate.

24 **d. Contract for Orange County Fire Marshal Division to Provide Fire Code Enforcement**
25 **in Town Limits of Hillsborough**

26 The Board voted to approve an agreement between Orange County Fire Marshal Division and
27 the Town of Hillsborough to provide fire code enforcement in the town limits of Hillsborough, and
28 authorized the County Manager to sign the agreement.

29 **e. Amendment to the Contracts of the Attorney, Clerk, and Manager**

30 The Board voted to approve amendments to the contracts of the three employees directly hired
31 by the Board of Commissioners, and authorized the Chair to sign.

32
33 **ADDED AT THE BEGINNING OF THE MEETING**

34
35 **f. Change in BOCC Meeting Schedule for 2020**

36 The Board voted to amend the BOCC Meeting Schedule for 2020 to add a Virtual Special
37 Meeting on Saturday, November 21, 2020 for the purposes of convening a Closed Session to
38 discuss personnel.

39
40 **9. County Manager's Report**

41 NONE

42
43 **10. County Attorney's Report**

44 John Roberts asked if the Board could provide clarification on prior discussions about
45 elected officials serving on boards. He said some boards are not covered by advisory board
46 policies, such as quasi-judicial, short-term task forces, joint boards with other jurisdictions, etc.
47 He said he does not recommend revising the advisory board policy, and asked if the Board
48 could advise on how to proceed with the desire for elected officials not serving on advisory
49 boards. He said there are a few elected officials that are currently serving. He said this may be
50 a topic best suited for a work session.

1 Commissioner Dorosin said he would advise informing any elected officials that have
2 applied, or are currently serving, that the BOCC will be discussing this topic, and not accept any
3 applications from elected officials in the meantime. He said he would freeze the status quo.

4 The Board agreed by consensus.
5

6 **11. * Appointments**

7 NONE
8

9 **12. Information Items**

- 10
11 • November 5, 2020 BOCC Meeting Follow-up Actions List
12 • US 15/501 Corridor Study – Public Comments
13

14 **13. Closed Session**

15 NONE
16

17 **14. Adjournment**

18
19 A motion was made by Commissioner McKee, seconded by Commissioner Bedford to
20 adjourn the meeting.
21

22 Chair Rich called each Commissioner by name (roll call).
23

24 **VOTE: UNANMIOUS**
25

26 The meeting was adjourned at 10:02 p.m.
27
28

29 Penny Rich, Chair
30

31
32 Allen Coleman
33 Assistant Deputy Clerk II
34

35 Submitted for approval by Gregory A. Wilder, Interim Clerk to the Board

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

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

PURPOSE: To consider adoption of a resolution to release motor vehicle property tax values for six taxpayers with a total of fourteen 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 \$8,750.02 to Orange County, the towns, and school and fire districts. Financial impact year to date for FY 2020-2021 is \$15,031.68.

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

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

WITNESS my hand and the corporate seal of said County, this _____ day of _____, 2020.

Clerk to the Board of Commissioners

**BOCC REPORT - REGISTERED MOTOR VEHICLES
DECEMBER 7, 2020**

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL EXPLANATION
Bowman, Christy Holt	48845264	2019	27,530	0	(474.25)	County changed to Durham (illegal tax)	
Bowman, Keith Robin	51108851	2019	75,998	0	(1,256.38)	County changed to Durham (illegal tax)	
Bowman, Keith Robin	42956734	2018	84,344	0	(1,362.81)	County changed to Durham (illegal tax)	
Bowman, Keith Robin	42956734	2017	93,715	0	(1,480.24)	County changed to Durham (illegal tax)	
Bowman, Keith Robin	39013655	2017	104,128	0	(1,641.38)	County changed to Durham (illegal tax)	
Bowman, Keith Robin	33327744	2016	13,370	0	(245.31)	County changed to Durham (illegal tax)	
Bowman, Keith Robin	33327744	2017	11,900	0	(214.15)	County changed to Durham (illegal tax)	
Bowman, Keith Robin	33327744	2018	10,800	0	(200.65)	County changed to Durham (illegal tax)	
Ezzell, Joseph	42529059	2017	14,480	14,480	(131.32)	*Situs error (illegal tax)	
Ezzell, Joseph	46301486	2018	12,495	12,495	(123.11)	*Situs error (illegal tax)	
Ezzell, Joseph	49110399	2019	30,580	30,580	(247.03)	*Situs error (illegal tax)	
Howell, Lawrence	57623884	2019	24,900	500	(245.79)	Antique plate (property classification)	
Moser, Brandon	57728800	2020	53,870	0	(504.06)	Military exemption (illegal tax)	
Ray, Andrew	57605921	2020	35,560	0	(623.54)	County changed to Durham (illegal tax)	
					(8,750.02)	TOTAL	

Adjustment Descriptions

<i>Clerical error G.S. 105-381(a)(1)(a): e.g. when there is an actual error in mathematical calculation</i>
<i>Illegal tax G.S. 105-381(a)(1)(b): e.g. when the vehicle should have been billed in another county, an incorrect name was used, or an incorrect rate code was used</i>
<i>Tax levied for an illegal purpose G.S. 105-381(a)(1)(c): e.g. charging a tax that was later deemed to be impermissible under State law</i>
<i>Appraisal appeal G.S. 105-330.2(b): e.g. reduction in value due to excessive mileage or vehicle damage</i>
<i>*Situs error: An incorrect rate code was used to calculate bill. Value remains constant but bill amount changes due to the change in specific tax rates applied to that physical location</i>
<i>Classification GS 105-330-9(b): e.g. Antique automobiles are designated a special class of property under the NC Constitution.</i>
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 7, 2020

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

SUBJECT: Property Tax Releases/Refunds

DEPARTMENT: Tax Administration

ATTACHMENT(S):

Resolution
Releases/Refunds Data Spreadsheet

INFORMATION CONTACT:

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

PURPOSE: To consider adoption of a resolution to release property tax values for fourteen taxpayers with a total of twenty-one bills that will result in a reduction of revenue.

BACKGROUND: The Tax Administration Office has received fourteen 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 \$33,933.23 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

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

WITNESS my hand and the corporate seal of said County, this _____ day of _____, 2020.

Clerk to the Board of Commissioners

Clerical error G.S. 105-381(a)(1)(a)
 Illegal tax G.S. 105-381(a)(1)(b)
 Appraisal appeal G.S. 105-330.2(b)

**BOCC REPORT - REAL/PERSONAL
 DECEMBER 7, 2020**

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL INFORMATION
Barber, Stephen Gabriel	3189832	2020	7,510	-	(247.54)	Assessed in error (illegal tax)	Gap bill: vehicle registered in Maryland during gap period
Cunningham, Stephen John III	3189687	2020	19,110	-	(899.44)	Assessed in error (illegal tax)	Gap bill: taxpayer active duty in Germany during gap period
Hultquist, PLLC	281511	2020	7,405	-	(119.49)	County changed to Chatham (illegal tax)	Property located in Chatham County
Leah, Welsh	3189732	2020	25,040	-	(100.65)	Assessed in error (illegal tax)	Gap bill: vehicle registered in New York during gap period
Leon, Aaron	1055712	2020	29,263	-	(309.88)	Assessed in error (illegal tax)	Property located in Wake County
Leon, Aaron	1055712	2019	31,058	-	(327.77)	Assessed in error (illegal tax)	Property located in Wake County
Leon, Aaron	1055712	2018	31,622	-	(327.62)	Assessed in error (illegal tax)	Property located in Wake County
Leon, Aaron	1055712	2017	35,060	-	(358.36)	Assessed in error (illegal tax)	Property located in Wake County
Patwardham, Aniruddha Suhas	3189804	2020	24,300	-	(143.09)	Assessed in error (illegal tax)	Gap bill: vehicle registered in Texas during gap period
Ratcliff, John	1072730	2018	2,640	-	(130.09)	Assessed in error (illegal tax)	Gap bill: vehicle registered in Florida during gap period
Sullivan, Daniel	3189689	2020	4,290	-	(282.68)	Assessed in error (illegal tax)	Gap bill: vehicle registered in California during gap period
Terra Dotta, LLC	272490	2019	44,264	8,204	(581.90)	Assessed in error (illegal tax)	Assets located in another county
Terra Dotta, LLC	272490	2018	39,892	5,624	(541.50)	Assessed in error (illegal tax)	Assets located in another county
Terra Dotta, LLC	272490	2017	29,996	5,454	(379.79)	Assessed in error (illegal tax)	Assets located in another county
Terra Dotta, LLC	272490	2016	28,419	5,847	(363.51)	Assessed in error (illegal tax)	Assets located in another county
Terra Dotta, LLC	272490	2015	55,925	6,258	(799.84)	Assessed in error (illegal tax)	Assets located in another county
Valdivia, Elizabeth	3189514	2020	11,450	-	(831.47)	Assessed in error (illegal tax)	Gap bill: vehicle registered in California during gap period
Vilcom Campus Association	3183831	2020	1,373,400	1	(22,162.54)	Incorrect value (clerical error)	Property was incorrectly valued as a developable property. It should have been valued as a common area
Wallace, Stephen	3182527	2020	10,460	-	(110.77)	Assessed in error (illegal tax)	Property is located in Pamlico County
Womble, Arthur	3189008	2020	3,980	100	(181.52)	Incorrect value (clerical error)	Incorrect value was applied to the property
Zoumbos, Constantino Heirs	210757	2019	700,400	209,700	(4,733.78)	Assessed in error (illegal tax)	Property was destroyed prior to January 1, 2019
				Total	(33,933.23)		
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 7, 2020

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

SUBJECT: Applications for Property Tax Exemption/Exclusion

DEPARTMENT: Tax Administration

ATTACHMENT(S):

Exempt Status Resolution
Spreadsheet
Requests for Exemption/Exclusion

INFORMATION CONTACT:

Nancy T. Freeman, Tax Administrator

PURPOSE: To consider nine untimely applications for exemption/exclusion from ad valorem taxation for nine bills for the 2020 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.

Six of the 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.

Two of the applicants are applying for exclusion based on NCGS 105-277.1C, which allows for an exclusion of \$45,000 for an honorably discharged Disabled American Veteran.

One applicant is applying for exemption based on NCGS 105-278.6 (8), which allows an exemption of a nonprofit organization providing housing for individuals or families with low or moderate incomes.

Including these nine applications, the Board will have considered a total of forty-five untimely applications for exemption of 2020 taxes since the 2020 Board of Equalization and Review

adjourned on June 25, 2020. Taxpayers may submit an untimely application for exemption of 2020 taxes to the Board of Commissioners through December 31, 2020.

Based on the information supplied in the application and based on the above-referenced General Statutes, the application may be approved by the Board of County Commissioners. NCGS 105-282.1(a1) permits approval of such application if good cause is demonstrated by the taxpayer.

FINANCIAL IMPACT: The reduction in the County's tax base associated with approval of the exemption application will result in a reduction of FY 2020/2021 taxes due to the County, municipalities, and special districts in the amount of \$3,618.03.

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 2020/2021 exemption.

RES-2020-077

NORTH CAROLINA

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 2020 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 2020 are so approved as exempt.

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

Ayes: Commissioners _____

Noes: _____

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

WITNESS my hand and the corporate seal of said County, this ____ day of _____, 2020.

Clerk to the Board of Commissioners

Late exemption/exclusion application - GS 105-282.1(a1)

**BOCC REPORT - REAL/PERSONAL
LATE EXEMPTION/ EXCLUSION
DECEMBER 7, 2020**

NAME	ACCOUNT NUMBER	BILL YEAR	ORIGINAL VALUE	TAXABLE VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT
Empowerment	292985	2020	0	0	-	Late application General Statute 105-278.6 (low or moderate income housing)
Fines, William	229796	2020	120,200	60,100	(969.83)	Late application for exemption General Statute 105-277.1 (homestead exemption)
George, Robert	120352	2020	32,159	7,159	(240.60)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Hayes, Gene Roger	239880	2020	109,400	70,309	(362.41)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Semo, Annie	1066669	2020	255,500	210,500	(669.55)	Late application for exemption General Statute 105-277.1C (disabled veteran exemption)
Thorpe, Vermadine	246849	2020	5,280	0	(50.83)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Wade, Andrew	1058434	2020	144,200	99,200	(427.01)	Late application for exemption General Statute 105-277.1C (disabled veteran exemption)
Wagoner, Barbara	287792	2020	45,950	20,950	(371.90)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Willis, Carrie	5434	2020	112,800	56,596	(525.90)	Late application for exemption General Statute 105-277.1 (homestead exemption)
					(3,618.03)	Total

*Circuit Breaker does not result in a reduction in value. The exemption received is based on the income of the taxpayer.

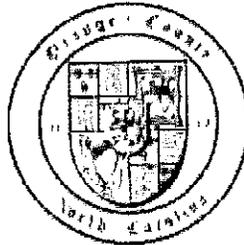
The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.

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.

October 15, 2020 thru November 17, 2020

FILED

NOV 05 2020

ORANGE COUNTY
TAX ADMINISTRATION

**Request for Approval of
Property Tax Exemption, Exclusion or Deferral
Due to Showing of Good Cause for Failure to Make a Timely Application**

Date: 11-5-2020

To Whom It May Concern:

I, (PRINT NAME) LaTanya Davis, Operations Manager for EmPOWERment, wish to be considered for Property Tax Exemption, Exclusion or Deferral for the tax year 2020 on Tax Abstract or Parcel Identification Number(s) (PIN) # 9788047240.

In accordance with North Carolina General Statute 105-282.1(a1), I submit the reason(s) set forth below for consideration as demonstration of good cause for failure to make a timely application. An untimely application approved under G.S. 105-282.1 (a1) applies only to the property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. If additional space for explanation is needed, please submit an attachment with this request.

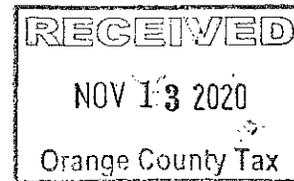
Please explain:

Although I submitted my application in a timely manner, it was my failure to mark clearly the tax year we were requesting. Please reconsider granting our non-profit organization tax exemption for the following property for year 2020 so that we can continue to offer this property affordably to our tenants.

How did you find out about the program(s)? Through our partnership with Orange County.

Thank you,

LaTanya Davis
(Signature)



Request for Approval of Property Tax Exemption, Exclusion or Deferral Due to Showing of Good Cause for Failure to Make a Timely Application

Date: NOV. 9-2010

To Whom It May Concern:

I, (PRINT NAME) WILLIAM WAYNE FINES wish to be considered for Property Tax Exemption, Exclusion or Deferral for the tax year 2020 on Tax Abstract or Parcel Identification Number(s) (PIN) # 9799116613.055

In accordance with North Carolina General Statute 105-282.1(a1), I submit the reason(s) set forth below for consideration as demonstration of good cause for failure to make a timely application. An untimely application approved under G.S. 105-282.1 (a1) applies only to the property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. If additional space for explanation is needed, please submit an attachment with this request.

Please explain:

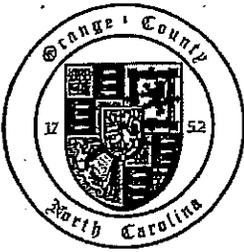
I JUST FOUND OUT ABOUT THIS PROGRAM

How did you find out about the program(s)? WORD OF MOUTH

Thank you,

William Wayne Fines (Signature)

RECEIVED
OCT 30 2020
Orange County Tax



Request for Approval of
Property Tax Exemption, Exclusion or Deferral
Due to Showing of Good Cause for Failure to Make a Timely Application

Date: 10-28-2020

To Whom It May Concern:

I, (PRINT NAME) Robert George
wish to be considered for Property Tax Exemption, Exclusion or Deferral for the tax year 2020
on Tax Abstract or Parcel Identification Number(s) (PIN) #
9821349321

In accordance with North Carolina General Statute 105-282.1(a1), I submit the reason(s) set forth below for consideration as demonstration of good cause for failure to make a timely application. An untimely application approved under G.S. 105-282.1 (a1) applies only to the property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. If additional space for explanation is needed, please submit an attachment with this request.

Please explain:

Property Tax Exemption for Elderly
65 years old or over. I didn't know
about the Homestead Exemption. Will I
get refund on pre years paid.

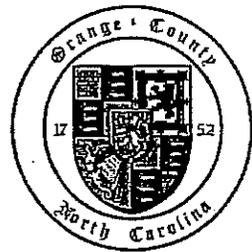
How did you find out about the program(s)? my daughter look online and
called Orange Cty Tax Ass.

Thank you,
Robert L George
(Signature)

FILED

OCT 12 2020

ORANGE COUNTY
TAX ADMINISTRATION



Request for Approval of
Property Tax Exemption, Exclusion or Deferral
Due to Showing of Good Cause for Failure to Make a Timely Application

Date: 10.11.2020

To Whom It May Concern:

I, (PRINT NAME) Denz Roger Hayes
wish to be considered for Property Tax Exemption, Exclusion or Deferral for the tax year 2020
on Tax Abstract or Parcel Identification Number(s) (PIN) #
0806250232

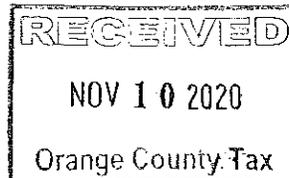
In accordance with North Carolina General Statute 105-282.1(a1), I submit the reason(s) set forth below for consideration as demonstration of good cause for failure to make a timely application. An untimely application approved under G.S. 105-282.1 (a1) applies only to the property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. If additional space for explanation is needed, please submit an attachment with this request.

Please explain:

I inherited this property from my wife. She worked outside of the home and managed all the business for the family. I was unaware that I could request a reduction based on my age

How did you find out about the program(s)? I went to the tax office to ask for help

Thank you,
Denz R Hayes
(Signature)



Request for Approval of Property Tax Exemption, Exclusion or Deferral Due to Showing of Good Cause for Failure to Make a Timely Application

Date: 11/9/2020

To Whom It May Concern:

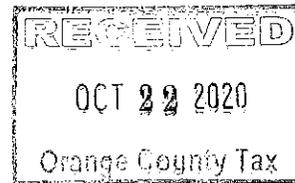
I, (PRINT NAME) ANNIE L. SEMO wish to be considered for Property Tax Exemption, Exclusion or Deferral for the tax year 2020 on Tax Abstract or Parcel Identification Number(s) (PIN) # 9864714365

In accordance with North Carolina General Statute 105-282.1(a1), I submit the reason(s) set forth below for consideration as demonstration of good cause for failure to make a timely application. An untimely application approved under G.S. 105-282.1 (a1) applies only to the property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. If additional space for explanation is needed, please submit an attachment with this request.

Please explain: My Decision is dated 10/14/2020 but the VA states AS OF 9/18/2019. I did not receive this paperwork until the end of October 2020

How did you find out about the program(s)? WEBSITE

Thank you, Annie L. Semo (Signature)



**Request for Approval of
Property Tax Exemption, Exclusion or Deferral
Due to Showing of Good Cause for Failure to Make a Timely Application**

Date: 10/22/2020

To Whom It May Concern:

I, (PRINT NAME) Vernadine Thorpe, wish to be considered for Property Tax Exemption, Exclusion or Deferral for the tax year 2020 on Tax Abstract or Parcel Identification Number(s) (PIN) # 246849.

Please note that the deadline to submit a timely application Deadline is June 1st of the tax year.

In accordance with North Carolina General Statute 105-282.1(a1), I submit the reason(s) set forth below for consideration as demonstration of good cause for failure to make a timely application. An untimely application approved under G.S. 105-282.1 (a1) applies only to the property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. If additional space for explanation is needed, please submit an attachment with this request.

Please explain:

I WANTS AWARE OF THE DEADLINE

How did you find out about the program(s)? Taxes Lists form

Thank you,

Vernadine Thorpe
Signature

FILED

NOV 13 2020

ORANGE COUNTY
TAX ADMINISTRATION



**Request for Approval of
Property Tax Exemption, Exclusion or Deferral
Due to Showing of Good Cause for Failure to Make a Timely Application**

Date: 11/13/2020

To Whom It May Concern:

I, (PRINT NAME) Andrew M. Wade
wish to be considered for Property Tax Exemption, Exclusion or Deferral for the tax year 2020
on Tax Abstract or Parcel Identification Number(s) (PIN) #
9868778236

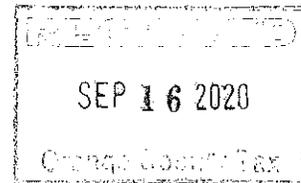
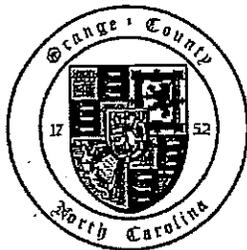
In accordance with North Carolina General Statute 105-282.1(a1), I submit the reason(s) set forth below for consideration as demonstration of good cause for failure to make a timely application. An untimely application approved under G.S. 105-282.1 (a1) applies only to the property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. If additional space for explanation is needed, please submit an attachment with this request.

Please explain:

Received approval September of 2020

How did you find out about the program(s)? _____

Thank you,
Andrew M. Wade
(Signature)



Request for Approval of Property Tax Exemption, Exclusion or Deferral Due to Showing of Good Cause for Failure to Make a Timely Application

Date: 9-18-2020

To Whom It May Concern:

I, (PRINT NAME) Barbara Jones Wagoner wish to be considered for Property Tax Exemption, Exclusion or Deferral for the tax year 2020 on Tax Abstract or Parcel Identification Number(s) (PIN) # 9864 740 751

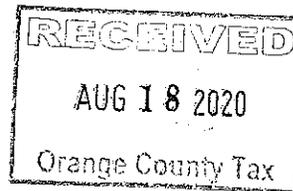
In accordance with North Carolina General Statute 105-282.1(a1), I submit the reason(s) set forth below for consideration as demonstration of good cause for failure to make a timely application. An untimely application approved under G.S. 105-282.1 (a1) applies only to the property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. If additional space for explanation is needed, please submit an attachment with this request.

Please explain:

Low income Retired No part time work Due to the Virus I'm a home care care giver CNA no one wants to work for Due to Virus

How did you find out about the program(s)? a friend

Thank you, Barbara Wagoner (Signature)



Request for Approval of
Property Tax Exemption, Exclusion or Deferral
Due to Showing of Good Cause for Failure to Make a Timely Application

Date: 9/18/20

To Whom It May Concern:

I, (PRINT NAME) Carrie Willis
wish to be considered for Property Tax Exemption, Exclusion or Deferral for the tax year 2020
on Tax Abstract or Parcel Identification Number(s) (PIN) #
9835347137

In accordance with North Carolina General Statute 105-282.1(a1), I submit the reason(s) set forth below for consideration as demonstration of good cause for failure to make a timely application. An untimely application approved under G.S. 105-282.1 (a1) applies only to the property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. If additional space for explanation is needed, please submit an attachment with this request.

Please explain: I was just informed about this assistance from
one of my neighbors. I am on a fixed income just like
her

How did you find out about the program(s)? VIA word of mouth

Thank you,
Carrie Willis
(Signature)

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

Action Agenda
Item No. 8-e

SUBJECT: Advisory Boards and Commissions – Appointments

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):
No Attachments

INFORMATION CONTACT:
Clerk's Office, 919-245-2125

PURPOSE: To approve the Advisory Boards and Commissions appointments as reviewed and discussed during the November 12, 2020 Work Session.

BACKGROUND: The following appointments are for Board approval:

- **Chapel Hill Board of Adjustment**

VOLUNTEER TO BE APPOINTED	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	TERM EXPIRATION DATE
Thomas Wortman	ETJ or JPA BOCC Appointee	First Full Term (re-appointment)	06/30/2023

- **Chapel Hill Orange County Visitors Bureau**

VOLUNTEER TO BE APPOINTED	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	TERM EXPIRATION DATE
Aubrey Williams	Orange County/Hillsborough Chamber of Commerce	First Full Term	12/31/2023
Anthony Carey	Economic Development Advisory Board	Second Full Term (re-appointment)	12/31/2023
Dan Mayer	Orange County Arts Commission	First Full Term	12/31/2023

- Chapel Hill Parks, Greenways and Recreation Commission

VOLUNTEER TO BE APPOINTED	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	TERM EXPIRATION DATE
Alice K. Armstrong	Orange County Representative	First Full Term (re-appointment)	06/30/2023

- Commission for the Environment

VOLUNTEER TO BE APPOINTED	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	TERM EXPIRATION DATE
Kim Livingston	At-Large (formerly Land Resources)	First Full Term (re-appointment)	12/31/2023
Kim Piracci	At-Large	Second Full Term (re-appointment)	12/31/2023
Jeremy Marzuola	At-Large	Second Full Term (re-appointment)	12/31/2023
Eric Scheier	At-Large	Partial Term	12/31/2021

- Human Relations Commission

VOLUNTEER TO BE APPOINTED	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	HumTERM EXPIRATION DATE
Ana M. Garcia-Turner	At-Large	Second Full Term (re-appointment)	06/30/2023
Allison Mahaley	Town of Hillsborough	Second Full Term (re-appointment)	06/30/2023
Dion Graham	At-Large	First Full Term (re-appointment)	06/30/2023
David LaBarre	At-Large	First Full Term	06/30/2023
Ellis Driver	At-Large	First Full Term	09/30/2022

- Mebane Board of Adjustment

VOLUNTEER TO BE APPOINTED	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	TERM EXPIRATION DATE
David Ferraro	Mebane ETJ	First Full Term	12/31/2023

- Orange Unified Transportation Board

VOLUNTEER TO BE APPOINTED	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	TERM EXPIRATION DATE
Jamie Crandell	Eno Township Representative	First Full Term	09/30/2023
Tom Gray	Hillsborough Township Representative	First Full Term	09/30/2023
Joshua Mayo	At-Large	First Full Term	09/30/2023
Heather McAndrew	At-Large	First Full Term	09/30/2023

FINANCIAL IMPACT: None

SOCIAL JUSTICE IMPACT: 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 12, 2020 Work Session.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

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

SUBJECT: Approve a Construction Contract for the Main Building Roof Replacement of the Orange County Sportsplex Building

DEPARTMENT: Asset Management Services
(AMS), Orange County
Sportsplex

ATTACHMENT(S):
Contract with BAR Roofing and Maintenance

INFORMATION CONTACT:
Angel Barnes – 919-245-2628,
Capital Projects Manager
Steven Arndt – 919-245-2658, AMS Director
John Stock – 919-644-0339,
Recreational Factory Partners, CEO

PURPOSE: For the Board of Orange County Commissioners:

- 1) To approve a construction contract with Bar Roofing and Maintenance for the main building roof replacement at the Orange County Sportsplex, and
- 2) To authorize the County Manager to execute the Agreement and to execute any subsequent amendments for contingent and unforeseen requirements up to the approved budget amount on behalf of the Board, upon final County Attorney review.

BACKGROUND: The Orange County Sportsplex was added to the Orange County Facility Inventory in 2005. The original facility was built in 1995. The current roof system is original to this building. The roof currently has leak issues that are reoccurring and costly to repair.

FINANCIAL IMPACT: The construction contract with Bar Roofing and Maintenance is a not to exceed amount of \$429,050. The total cost of project, including professional services, construction services, and contingency costs, is \$660,000.

SOCIAL JUSTICE IMPACT: ***Create a Safe Community and Enable full Civic Participation***
Replacement of the main building roof system will create a safe working environment for staff.

ENVIRONMENTAL IMPACT: *The following Orange County Environmental Responsibility Goal impact is applicable to this item:* ENERGY EFFICIENCY AND WASTE REDUCTION Initiate policies and programs that: 1) conserve energy; 2) reduce resource consumption; 3) increase the use of recycled and renewable resources; and 4) minimize waste stream impacts on the environment.

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

- 1) Authorize Orange County to enter into a Construction Agreement with BAR Roofing and Maintenance for a not to exceed amount of \$429,050 for the main building roof replacement for the Orange County Sportsplex Award; and
- 2) Authorize the County Manger to execute the Agreement and to execute any subsequent amendments for contingent and unforeseen requirements up to the approved budget amount on behalf of the Board, upon final County Attorney review.

[Departmental Use Only]
TITLE Splex Roof Replacement
FY 2020-2021

NORTH CAROLINA

CONSTRUCTION AGREEMENT OVER \$50,000.00

ORANGE COUNTY

THIS CONSTRUCTION AGREEMENT (hereinafter called "Agreement"), made as of the 28th day of December, 2020, by and between BAR Roofing and Maintenance, (hereinafter called the "Contractor"), and Orange County, a political subdivision of the State of North Carolina, (hereinafter called the "County," "Orange County," or "Owner").

WITNESSETH:

That the Contractor and the Owner, for the consideration herein named, agree as follows:

1. CONTRACT DOCUMENTS; PRIORITY

The Contract Documents consist of this Agreement, the General Conditions which are fully incorporated in this Agreement, the Request for Proposals, designer approved communications and field orders, the Proposal, Construction Documents and Drawings and Written Specifications. The Contract Documents form the Contract. In the event of any inconsistency between or among the Contract Documents the Contract Documents shall be interpreted in the following order of priority:

- a. This Agreement and incorporated General Conditions attached as Exhibit 1.
- b. Designer approved and stamped construction documents and drawings and written specifications.
- c. Designer approved communications and field orders.
- d. Request for Proposals and addenda thereto.
- e. Proposal.

2. SCOPE OF WORK

The Contractor shall furnish and deliver all of the materials, and perform, and be fully responsible for all of the Work required by this Agreement within the time period stipulated in a written Notice-to-Proceed to be executed by the Contractor and Owner and in accordance with the following enumerated documents, which are made a part hereof as if fully contained herein:

- a. Construction Drawings prepared by Atlas Engineering, Inc (Sheet COV, 1.0, 2.0, 3.0, 4.0 dated August 4, 2020, Project Manual Dated, August, 2020, and Addendum 1 dated 10-1-2020, Addendum 2 dated 10-16-20, and Addendum 3 dated 10-19-2020)
- b. Written specifications prepared by the Designer.
- c. BAR Roofing and Maintenance proposal dated October 20, 2020 which fully describes the

work to be performed, such work (hereinafter called the “Work”).

- d. Related documents listed under Section 2 above.

3. TERM AND SCHEDULING

- a. The Contractor agrees to commence work pursuant to the written Notice-to Proceed.
- b. The Contractor agrees to complete substantially all Work included by February 26, 2021 or no more than 60 consecutive days from the issuance date of the Notice to Proceed.
- c. Time is of the essence with respect to all dates specified in the Contract Documents as Completion Dates.
- d. The Contractor shall perform the Work in the time, manner and form required by the Contract Documents and as stipulated in a written Notice-to-Proceed to be executed by the Contractor and Owner.

4. STANDARD OF CARE AND DUTIES OF CONTRACTOR

- a. The Contractor shall exercise reasonable care and diligence in performing the Work in accordance with the generally accepted standards of this type of Contractor practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Contractor is solely responsible for the professional quality, accuracy and timely completion and submission of all work.
- b. The Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety, intended performance or configuration.
- c. Contractor shall be responsible for all Contractor, Subcontractor, and Sub-subcontractor errors or omissions, in the performance of the Agreement together with the errors and omissions of any agent or employee of the Contractor or any Subcontractor or Sub-subcontractor. Contractor shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the Owner.
- d. Contractor is an independent contractor of Owner. Any and all employees of the Contractor engaged by the Contractor in the performance of any work or services required of the Contractor under this Agreement, shall be considered employees or agents of the Contractor only and not of the Owner, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.
- e. Contractor shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php). Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of

breach to discrimination.

- f. If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Contractor represents that it and its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- g. The Contractor shall supervise and direct the Work efficiently and with the Contractor's best skill and attention. Except as specifically set forth in the Contract Documents the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, and for safety precautions and programs in connection with the Work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- h. The Contractor shall appoint a competent Project Manager with general authority to manage the Project for the Contractor. The Contractor shall also keep on the Project at all times during the Work of the Contractor a competent Resident Superintendent and necessary assistants who shall not be replaced without prior written approval by the Designer or by the Owner if a Designer is not retained for the Project.
- i. If, in the opinion of the Designer, any Subcontractor on the Project is incompetent or otherwise unsatisfactory, such Subcontractor shall be replaced by the Contractor with no increase in the Contract Price if and when directed by the Designer.
- j. The Contractor shall attend all progress conferences and all other meetings or conferences. The Contractor shall be represented at these progress conferences by a representative having the authority of the Project Manager and by such other representatives as the Designer may direct.
- k. Costs and expenses of providing samples for and assistance in any testing shall be borne by the Contractor. Any Work in which untested materials are used without written approval or written permission of the Owner or Designer shall be removed and replaced at Contractor's expense.
- l. The Contractor shall obtain all necessary permits including all permits required to complete the Work in compliance with local, state, and federal law.

5. PAYMENT & TAXES

- a. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, and the Contractor hereby agrees to perform all of the Work for a sum not-to-exceed Four Hundred Twenty Nine Thousand Fifty Dollars (\$429,050.00). Not later than the fifth (5th) day of each calendar month the Contractor shall submit to the Owner's Representative, generally the Designer if a Designer is retained on the Work, a Request for Payment for work done during the previous calendar month.
 - (i) The Request for Payment shall be in form of a standardized invoice or AIA Document G702-703 appropriately addressed to Owner's Representative at 551-A PYLON

DRIVE RALEIGH, NORTH CAROLINA 27606 JOB NO. J2400 and shall show substantially the value of work done during the previous calendar month.

- (ii) The amount due for payment shall be ninety-five percent (95%) of the value of work completed since the last Request for Payment and this amount shall be paid by the Owner on or before the last business day of the month. Owner shall retain five percent (5%) (the “Retainage”).
 - (1) Upon Owner’s Representative’s certification that fifty percent (50%) of the Work has been satisfactorily completed Retainage shall be reduced to two and one half percent (2½%).
 - (2) Upon Owner’s Representative’s certification that ninety percent (90%) of the Work has been satisfactorily completed Retainage may be discontinued. Retainage may be discontinued, at Owner’s Discretion, so long as work continues to be completed satisfactorily and on schedule.
 - (iii) Final payment shall not be due to the Contractor until thirty (30) days after Final Completion of the Work, including punch list work, has been satisfactorily (as determined by the County) completed and an appropriate Affidavit, Indemnification, and Release as required in Section 8(d) below has been received by Owner.
- b. Should Owner reasonably determine that Contractor has failed to perform the Work related to a Request for Payment, Owner, at its discretion may provide the Contractor ten (10) days to cure the breach. Owner may withhold the accompanying payment without penalty until such time as Contractor cures the breach.
 - (i) Should Contractor or its representatives fail to cure the breach within ten (10) days, or fail to reasonably agree to such modified schedule, Owner may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Contractor.
 - (ii) This section shall not be interpreted to limit the definition of breach to the failure to perform the Work related to a Request for Payment.
 - c. The Contractor has included in the Contract Price and shall pay all taxes assessed by any authority on the Work or the labor and materials used therein. It shall be the Contractor's responsibility to furnish the Owner documentary evidence showing the materials used and sales and use tax paid by the Contractor and each of its subcontractors.
 - d. Should the Owner receive notice that the Contractor has failed to pay a Subcontractor for the Work performed related to a Request for Payment, Owner shall have the authority to withhold payment of the disputed amount until parties resolve their dispute. Failure to pay the Contractor pursuant to this section of the Agreement shall not be deemed to be a breach of the Agreement.

6. NON-APPROPRIATION

- a. Contractor acknowledges that Owner is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.
- b. In the event that public funds are unavailable and not appropriated for the performance of Owner's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Owner immediately upon written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Owner shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis.
- c. In the event of a change in the Owner's statutory authority, mandate or mandated functions, by state or federal legislative or regulatory action, which adversely affects Owner's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Owner upon written notice to Contractor of such limitation or change in Owner's legal authority.

7. NOTICES

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

Owner:
Orange County
Attn: AMS
P.O. Box 8181
Hillsborough, NC 27278

Contractor:
BAR Roofing and Maintenance
Attn: Nathan Darrah
2237 Bethel Church Road
Kernersville, NC 27284

8. MISCELLANEOUS

- a. Duties and Obligations imposed by the Contract Documents shall be in addition to any Duties and Obligations imposed by state, federal or local law, rules, regulations and ordinances.
- b. No act or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty granted them under the Contract Documents, nor shall any act or failure to act constitute any approval except as specifically agreed in writing.
- c. The Work shall be tested and inspected as required by the Contract Documents and as required by law. Unless prohibited by law the costs of all such tests and inspections related to state and federal codes such as ADA, Administrative, Electrical, Plumbing, Mechanical and Building Codes shall be borne by the Contractor. The costs for material and structural testing shall be conducted by an independent third party at the expense of the Owner. Delays related to any of the aforementioned tests and inspections shall not be grounds for delaying the completion of the work. If any such tests and inspections reveal deficiencies in the Work such that the Work does not comply with terms or requirements of the Contract Documents and the requirements of any code or law the Contractor is solely responsible for the cost of bringing such deficiencies into compliance with the terms of the Contract Documents and any code or law.
- d. Should the Designer, if a Designer is retained for the project involving the Work, or Owner reject any portion of the Work for failing to comply with the Contract Documents Contractor

shall immediately, at Contractor's expense, correct the Work. Any such rejection may be made before or after substantial completion. If applicable, any additional expense borne by the Designer under this section shall be paid at Contractor's expense.

- e. The County has designated (*Angel Barnes*) to act as the County's representative with respect to the Project and shall have the authority to render decisions within guidelines established by the County Manager or the County Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.
- f. The Contractor shall not assign any portion of this Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner.
- g. In the event of a breach by Contractor Owner has sole authority to determine the reasonableness of Contractor's actions to remedy such breach or complete the performance of its obligations.
- h. Upon request of the Owner, the Contractor shall submit to County all relevant documentation, including but not limited to, job cost records, to support its claims for final compensation and if such request is made final compensation shall not be due until all relevant documentation is received, reviewed, and approved by Owner.

9. CONSEQUENTIAL DAMAGES

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

10. ENTIRE AGREEMENT

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

[SIGNATURE PAGE TO FOLLOW]

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

ORANGE COUNTY:

CONTRACTOR:

By: _____
Bonnie Hammersley, County Manager

By: _____
Nathan Darrah, Owner
Printed Name and Title

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

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

SUBJECT: Memorandum of Agreement Renewal with Town of Hillsborough – Fairview Park

DEPARTMENT: DEAPR, County Attorney

ATTACHMENT(S):
Proposed MOA Renewal

INFORMATION CONTACT:
David Stancil, 919-245-2510

PURPOSE: To renew an existing Memorandum of Agreement with the Town of Hillsborough for certain activities and operations of Fairview Park.

BACKGROUND: Fairview Park, part of the Orange County Parks system, was built and opened in 2010. The park is located in the Fairview community in the Town of Hillsborough, and is surrounded on three sides by the town limits. A community policing station is located on Rainey Avenue on land formerly part of the park. Fairview Park is built in part on land previously-owned by the Town that was part of a land swap and consolidation of land holdings that occurred prior to park construction.

In recognition of the park's location adjacent to the Town limits and other Town facilities, and the fact that many of the park patrons are Town residents, the County and Town entered into a Memorandum of Agreement in 2010 regarding park operations and activities. The MOA provides that the County operates and maintains the park, and the Town provides the cost of water and sewer service, trash collection and gate opening and closing for the park. The Orange County Sheriff's Office and the Town Police Department collaborate on public safety matters.

The five-year MOA was renewed under identical conditions in 2015 by the County and Town, and there are no changed conditions identified that warrant a change to the provisions of the Agreement. An updated draft MOA to renew the Agreement for another 5-year term is attached.

FINANCIAL IMPACT: There is no financial impact associated with the renewal of the Agreement. Under the Agreement, the Town provides services and actions that have associated costs, such as the provision of water and sewer service to the park.

SOCIAL JUSTICE IMPACT: This action is consistent with Social Justice Goal “Create a Safe Community,” by providing residents of a historically-underserved community with park facilities and amenities for recreation and community-building opportunities.

ENVIRONMENTAL IMPACT: This MOA is consistent with Environmental Impact Goal “Resultant Impact on Natural Resources and Air Quality,” as it provides a 75-acre area of open space and wooded areas that help reduce carbon emissions and provide habitat for various species on the edge of Hillsborough.

RECOMMENDATION(S): The Manager recommends that the Board adopt the draft Memorandum of Interlocal Agreement at Attachment 1, renewing the Town and County partnership regarding the park for an additional five-year period.

MEMORANDUM OF INTERLOCAL AGREEMENT**ORANGE COUNTY, NC
TOWN OF HILLSBOROUGH, NC****REGARDING FAIRVIEW PARK OPERATIONS AND RESPONSIBILITIES**

THIS AGREEMENT, made and entered into between the Town of Hillsborough, North Carolina, a North Carolina municipal corporation, 101 East Orange Street, Hillsborough, NC 27278 (hereinafter referred to as the "Town"); and Orange County, a body politic and corporate, a political subdivision of the State of North Carolina, 300 West Tryon Street, Hillsborough, NC 27278 (hereinafter referred to as the "County"), for the joint and/or assigned operations and responsibilities of Fairview Park, located in Hillsborough, NC.

WITNESSETH

WHEREAS, the parties to this agreement are public bodies, politic and corporate, under the laws of the State of North Carolina and are vested with the power and authority to own and improve real estate for recreational and other public purposes; and

WHEREAS, the Fairview neighborhood of the Town of Hillsborough adjoins a designated park site that was identified as part of the Community Revitalization effort funded through Community Development Block Grants in the 1980s, and identified in both the County and Town Comprehensive Plans; and

WHEREAS, the 2001 Orange County Parks and Open Space Bond included funding for planning and construction of Fairview Park; and

WHEREAS, the Town and County both own property within the said Fairview Park site (hereinafter "Fairview Park"), and the Town's corporate limits abut the site on three sides; and

WHEREAS, the County and Town recognized the mutual benefit and interest of the parties hereto, and to the public generally, in the construction of park facilities on Town and County owned property for Fairview Park, with the Town agreeing to donate its land toward this purpose; and

WHEREAS, the Town and County entered into a Memorandum of Agreement in 2004 regarding use of both Town and County lands together for Fairview Park, and a process for creating a master plan for the park, as shown as Attachment 1 to this Agreement; and

WHEREAS, it is recognized by both parties that there are limitations imposed by safety considerations caused by the site's previous use for waste-disposal purposes, as addressed in part by a geo-technical report ("Report of Geotechnical Evaluation, Closed Hillsborough Landfill Site, July 19, 2000") that have affected the potential locations within the site for a park; and

WHEREAS, a Fairview Park Master Plan was created by a committee of County and Town representatives in 2006 and was subsequently adopted by both the Town and County Boards of Commissioners; and

WHEREAS, the County and Town jointly applied for and received grant funding for park construction from the N.C. Parks and Recreation Trust Fund in 2009; and

WHEREAS, Fairview Park was constructed in 2010, with a signed interlocal agreement dated November 16, 2010 to address needed property exchanges for public safety and liability concerns, Town contributions to park operations and potential annexation into the Town of Hillsborough, among other matters; and

WHEREAS the parties wish to continue certain arrangements regarding the operation and responsibilities of the park:

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

1. **TOWN CONTRIBUTIONS TO OPERATING EXPENSES**
 - a. The Town will provide for water and sewer service at no cost to the park restrooms, picnic shelter and water fountains.
 - b. The Town will be responsible for the opening and closing of any gate to the park, if such is deemed necessary, on a mutually-agreeable schedule and at the Town's discretion.

2. **PUBLIC SAFETY COVERAGE FOR THE PARK**
 - a. The Orange County Sheriff's Office will be the initial primary provider, with the Town Police Department supporting and assisting in this capacity. The Town and County public safety providers will continue to review response to calls in the park and make adjustments to responsibilities as needed and prudent.

3. **AMENDMENTS**

This Agreement may be amended by mutual written consent of the Town and County. The Agreement will be reviewed at least once every five years for needed changes and updates.

Any future improvements to the Park after the date of this agreement will be considered by both the Town and County.

4. TERM

This Agreement shall terminate upon mutual agreement of the Town and County Boards of Commissioners; or on December 31, 2025. The parties commit to review and consider renewal of the Agreement on or before December 31, 2025. *This agreement is renewable with mutual agreement of the two governing bodies.*

5. GOVERNMENTAL APPROVALS

This Agreement is subject to the review and approval of the Town and County Boards of Commissioners.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties hereto.

This, the ___th day of December, 2020.

Mayor, Town of Hillsborough

WITNESS:

Town Clerk

This, the 7th day of December, 2020.

Chair, Orange County Board of Commissioners

WITNESS:

Clerk to the Board

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

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

SUBJECT: Proposed One-Year Extension to ABB's Inc.'s Incentive Performance Agreement Concerning the Company's Employment & Investment Target Dates

DEPARTMENT: Economic Development,
Manager's Office, Attorney's
Office

ATTACHMENT(S):

1. Performance Agreement – Orange County & ABB, Inc.(signed Aug. 2019)
2. Abstract for Orange County's Public Hearing for Incentives for ABB, Inc. (dated July 23, 2019)
3. Orange County Media Release, (dated July 10, 2019)

INFORMATION CONTACT:

Steve Brantley, Director, Economic Development Dept., (919) 245-2326

PURPOSE: Consider a request from ABB, Inc. for the Board to approve a waiver to the current Performance Agreement's Section 6. B (Delay of Inducement Package Initiation), and approve a 1-year extension in the company's contractual requirement to achieve overall employment hiring and investment goals over the first 5 years.

BACKGROUND: On July 10, 2019, North Carolina Governor Roy Cooper, Orange County and the City of Mebane jointly announced a decision by ABB, Inc. to make a major industrial expansion at the firm's Orange County factory. At that event, the company committed to adding 403 new manufacturing jobs, with an average salary of \$70,789 with benefits, and investing \$39.9 million to build 200,000 sq. ft. onto the current facility. ABB chose to expand here following their multi-state analysis of several competing locations, and due to financial incentive offers by the State of North Carolina, Orange County and the City of Mebane. Orange County's \$972,722 incentive was subsequently approved by the Board of Commissioners on July 23, 2019 following a required public hearing. The Performance Agreement was signed shortly thereafter.

ABB is Orange County's #1 largest private employer, with nearly 600 current associates, and has the highest average salary of all Orange County manufacturing industries. With the addition of 403 new employees, the firm will retain its' top private employer position in the County.

Orange County's Performance Agreement with ABB, Inc. (see Attachment a) requires the company to (1) add new 403 employee positions, and (2) complete a \$39.9 million investment by the end of the first 5 years. These two targets are to be achieved between an assumed

commencement date of no later than June 30, 2020, and by or before the Dec. 31, 2024 termination date. The Performance Agreement's Section 6. B (Delay of Inducement Package Initiation) has language that gives ABB, Inc. the option to request an extension of up to a one-year as a result of an unforeseen delay, if needed, in order to meet required employment and investment goals. However, the contract's provision requires the Company to first submit a written request to the County by no later than June 30, 2020 (a date that has since passed).

Due to 2020's COVID pandemic, many businesses across the State have experienced an unexpected and significant negative impact on their business activity, growth plans and employment during the current year. While ABB was able to substantially complete construction of its' new 200,000 sq. ft. factory addition, the firm's employment effort to add new 403 positions became stalled. Then in mid-2020, the North Carolina Department of Commerce announced a COVID-related financial remedy to ABB and similar businesses experiencing interrupted employment goals tied to State incentive goals. On June 30, 2020 the State contacted all corporate and industrial recipients of North Carolina's special recruitment incentives, to include ABB, and offered a special one-year extension to allow each of those firms one additional year of eligibility to meet the State's required employment and investment targets. The State's June 30, 2020 COVID relief measure sought to compensate businesses such as ABB for this year's unanticipated shut downs, and employment disruptions caused by the COVID pandemic.

ABB, Inc. received the State's extension notice on June 30, 2020, and accepted that offer on August 26, 2020 regarding ABB's \$4.3 million "Jobs Development Investment Grant" State incentive. Consequently, ABB missed the County's June 30, 2020 notification deadline, (as outlined in the Performance Agreement, Section 6. B), to submit a written request to the County to receive a one-year delay in the incentive schedule. ABB's timing to learn about, and receive a one-year extension on their State incentive created an unexpected 12-month mismatch with respect to Orange County's (and Mebane's) original local incentive agreements governing annual employment and investment target dates. As a result, the company contacted Orange County (and the City of Mebane) in early September, and asked for similar consideration with our local financial incentive agreement.

REQUESTED ACTION: ABB, Inc. believes the unexpected consequences of the COVID pandemic that delayed their employment hiring schedule, plus the timing of the State's June 30 relief notice to extend North Carolina's incentive-related employment target dates, warrant Orange County's consideration to likewise align our existing Performance Agreement target dates for an additional year for ABB's employment and investment goals. The County Attorney advises that the Board of Commissioners may consider ABB's request by either (1) waiving the Performance Agreement's Section 6. B (Delay of Inducement Package Initiation) concerning the Agreement's now-expired June 30, 2020 notification deadline, or, (2) by amending the Agreement to establish new dates. The Agreement between the County and ABB currently requires the company to meet's its 403 employment target by December 31, 2024, and complete the \$39.9 million total taxable investment by January 1, 2025. The Board's waiver of Section 6. B, if approved, would extend the Performance Agreement's termination date to January 1, 2026 and accommodate ABB's request.

The City of Mebane has verbally informed ABB that it will grant a one-year extension on their joint \$997,500 incentive agreement.

FINANCIAL IMPACT: There is no financial impact to the County associated with extending the start date of the 5-year incentive contract with ABB, since the County's Performance Agreement was previously approved by the Board on July 23, 2019 following a public hearing.

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

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

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

ENVIRONMENTAL IMPACT: There is no environmental impact associated with this agenda item.

RECOMMENDATION(S): The Manager recommends that the Board receive and review the County's original Performance Agreement with ABB, Inc., waive Section "6 B" (Delay of Inducement Package Initiation) in the Performance Agreement, authorize the Company to receive one-year extension to enable a new January 1, 2026 termination date in the incentive contract, and authorize the Chair to sign an amendment to the Performance Agreement granting the waiver and authorizing the one-year extension.

**STATE OF NORTH CAROLINA
ORANGE COUNTY**

**PERFORMANCE AGREEMENT BETWEEN ORANGE COUNTY, NORTH CAROLINA,
AND ABB, INCORPORATED**

This Performance Agreement (“Agreement”) made and entered into this the ___ day of _____, 2019 by and between Orange County, a body politic existing under the laws of the State of North Carolina (“County”) and ABB, Inc., a multinational corporation, with facilities to be located in Mebane, Orange County, North Carolina (“Company”), for the purpose of incentivizing Company’s investment in Orange County.

Company is a multinational corporation situated and headquartered in Zurich, Switzerland, with North American headquarters in Cary, NC. Company’s Facility shall expand their existing electrical components manufacturing. Company represents it is duly authorized to conduct business in North Carolina. It is understood that the levels of performance required by this Agreement are to be met by Company as a whole at its Facility in Orange County. Accordingly, the term “Company” as used in this Agreement refers to the entire group at such Facility.

W I T N E S S E T H

THAT WHEREAS, the County has offered to the Company an inducement package as hereinafter set forth; and

WHEREAS, the State of North Carolina and the City of Mebane, North Carolina have offered separate inducement packages to the Company; and

WHEREAS, Pursuant to G.S. Section 153A-449, 158-7.1, and 158-7.2, as construed by the North Carolina Supreme Court in its opinion in Maready v. The City of Winston-Salem, et al, 342 N.C. 708 (1996), and other judicial authority, the County may enter into an agreement with the Company in connection therewith; and

WHEREAS, the County finds that awarding the Company a grant based on its Total Taxable Investment will increase the taxable property base for the County and help create new jobs in the County at the agreed average annual salary, all of which will result in an added and valued benefit to the taxpayers of the County; and

WHEREAS, but for the offer of an inducement package the Company would not be locating its manufacturing facility within Orange County.

NOW, THEREFORE, the parties hereto in consideration of these mutual covenants and agreements passing from each to the other do hereby agree as follows:

1. **DEFINITIONS.** As used in this Agreement the terms below will have the following meanings:
 - A. “Affiliate.” A company that the Company controls, controls the Company, or is under common control with the Company.

- B. “Baseline Employment.” Number of employees, _____, employed by Company as of the date of execution of this Agreement.
- C. “Baseline Valuation.” Current assessed valuation of the Subject Property as assessed by the Orange County Tax Administrator prior to the investment contemplated in this Agreement. Upon revaluation by the County the Baseline Valuation shall be adjusted as determined by the Orange County Tax Administrator.
- D. “Commencement Date.” The date in which the Company begins actual production operations at the Subject Property, after having obtained applicable governmental approvals, certificates of zoning compliance, and certificates of occupancy. Unless delayed by causes beyond the control of the Company, the Commencement Date is anticipated to be no later than December 31, 2020.
- E. “Company.” ABB, Inc. and includes its affiliates, successors, and assigns.
- F. “Eligible Property.” Includes (a) the Subject Property (as defined in Exhibit D, Legal Description of Real Property), other real property in the County, and all improvements the Company or an Affiliate of the Company constructs or installs, or causes to be constructed or installed, at the Subject Property or such other real property, including all buildings, building systems, and building improvements, and (b) all personal property (as defined in Exhibit C, Personal Property) the Company or an Affiliate of the Company purchases or leases and installs, at or relocates to, the Facility or such other real property. Does not include property valued for the Baseline Valuation.
- G. “Grant.” An economic incentive grant to the County pursuant to Section 2 of this Agreement.
- H. “Inducement Grant.” An economic development grant provided to Company for the purpose of securing the Company’s location of its manufacturing facility in Orange County, North Carolina.
- I. “Minimum Taxable Investment.” The aggregate Qualifying Expenditures made by the Company that Company anticipates will be made annually as reflected in Exhibit B and verified by the Orange County Tax Assessor and which will be used for calculating the annual Inducement Grant payment.
- J. “Orange County Facility” or “Facility.” The Company constructed and/or owned primary and secondary structures, utilities, and operations and service areas situated on the Subject Property in Mebane, Orange County, North Carolina in and on which Company conducts its business and/or operations.
- K. “Person.” Any individual, partnership, trust, estate, association, limited liability company, corporation, custodian, nominee, governmental instrumentality or agency, body politic or any other entity in its own or any representative capacity.
- L. “Personal Property.” All personal property the Company or an Affiliate owns or leases located at the Facility, including all (a) machinery and equipment, (b) furniture, furnishings, and fixtures, (c) property that is capitalized for federal or state income tax

purposes, (d) all additions to any of the foregoing, and all replacements of any of the foregoing in excess of \$100,000.

- M. “Qualifying Expenditure.” All expenditures the Company, an Affiliate, or lessor to the Company or an Affiliate makes for Eligible Property which is subject to Tax in the County, and is not subject to an exemption or exclusion from Tax, that the Company uses.
- N. “State.” The State of North Carolina.
- O. “Subject Property.” The property on which Company constructs and/or operates the Orange County Facility.
- P. “Tax” or “Taxes.” *Ad valorem* property tax levied on real and personal property located in the County pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to *ad valorem* property tax the County levies on property.
- Q. “Term” or “Full Term.” The duration of this Agreement meaning August, 2019 through and including January 31, 2025.
- R. “Total Taxable Investment.” The taxable value of all Qualifying Expenditures made by Company in and to its Orange County Facility as of January 31, 2025.

2. INDUSTRIAL INVESTMENT AND EMPLOYMENT AGREEMENT

A. INVESTMENT

1. The Company anticipates it shall, during the term of this Agreement, directly invest a Minimum Taxable Investment annually in accordance with the investment plan attached as Exhibit B in addition to 2019 assessments in real and taxable business personal property as described in Exhibit C and Exhibit D. If the Company does not make the Total Taxable Investment by on or before January 31, 2025 (and as may be extended below), the amount of the Inducement Grants will be adjusted as provided in Subsection 2A3.
2. The Company shall achieve the Total Taxable Investment by January 31, 2025.
3. If total increase of taxable investment falls below the Minimum Taxable Investment levels, due to failure to meet the investment goals set forth in Exhibit B or removal of equipment, as assessed by the Orange County Tax Assessor, the amount of the following annual Inducement Grant installment payment will be reduced by a pro-rata percentage of the shortfall. The Baseline Valuation shall be excluded from calculations to determine whether the investment goals have been met.

B. EMPLOYMENT

1. On or before December 31, 2024, at least 403 persons will be employed in full-time positions at the Facility (“Jobs Minimum”). The number of full-time positions shall be evidenced by one or more Quarterly Tax and Wage Reports (Form NCUI 101) filed with the N.C. Employment Security Commission.

2. During the Term and at the expiration of this Agreement, the Company, and its Affiliates, shall employ, at the Facility in Orange County, new full time equivalent employees in accordance with Exhibit A. Employees counted toward the total numbers reflected in Exhibit A shall include only new employees of the Company employed and located at Company's Facility in Orange County, North Carolina provided such employees are employed in Orange County on a full time basis and are eligible to participate in Company sponsored health insurance programs. For purposes of this section "full time equivalent employees" shall be defined as actively employed individuals and shall not include vacant positions for which the Company is actively or otherwise recruiting and shall not include positions counted toward the Baseline Employment. It is understood that vacancies occur and that when such occur the Company will immediately, or as soon as is reasonably possible thereafter, fill said vacancies. The average wage of the 403 new full time equivalent employees shall be, as of the last day of this Agreement, at the annual rate of Seventy Thousand Seven Hundred Eighty-Nine dollars (\$70,789.00).

C. DEVELOPMENT GRANT PARTICIPATION: Where applicable, the Company agrees to partner, through the commitment to create new jobs, with Orange County and other applicable agencies to apply for development grants that will improve and/or add water, sewer, road or other necessary infrastructure in order to facilitate the successful completion of this project. The Company agrees to meet with program representatives, and to participate in the grant request process as necessary to secure the required funding.

D. GUARANTEED MINIMUM LEVEL OF PERFORMANCE: The Company agrees that its minimum level of performance pursuant to this Agreement shall be as set out in this Section 2. Furthermore, Company agrees that failure to meet the minimum level of new employment as reflected in Section 2B shall entitle the County to make reductions in inducement installments paid to the Company in an amount of Five Hundred dollars (\$500.00) per employee not hired as reflected in Exhibit A. Company further agrees that failure to meet the minimum level of direct investment as reflected in Section 2A shall entitle County to make pro rata reductions in inducement installments paid to the Company as set out in Section 3. It is agreed and understood by the parties hereto that the failure of the Company to meet the level of performance with respect to minimum level of investment or minimum level of new employment as specified herein shall not be considered a breach of this Agreement.

E. STATUTORY COMPLIANCE: The Company understands that the County's participation is contingent upon authority found in North Carolina General Statute 158-7.1 and other relevant North Carolina General Statutes and that should such statutory authority be withdrawn by the North Carolina General Assembly County may terminate this Agreement without penalty to County and without further compliance with this Agreement.

3. INDUCEMENT PACKAGE

A. COUNTY INDUCEMENT GRANT: Subject to the limitations set out herein the County, upon execution of this Agreement, shall provide to the Company an Inducement Grant to offset Facility development, expansion, and acquisition costs in an amount estimated at Nine Hundred Seventy-Two Thousand Seven Hundred Twenty-Two Dollars (\$972,722.00) payable in five installments . The estimated annual amount of each year's grant payment is shown in Exhibit B.

The first installment shall occur on January 31, 2020 upon receipt of proof, as described in Section 5 of this Agreement, that the minimum employment and investment numbers referenced in Section 2 of this Agreement have been met and proof that all outstanding local property taxes on the real and business personal property owned by the Company and located within Orange County, for which a bill for such taxes has been issued to the Company, have been paid. Subsequent annual installments will occur during the month of January for the term of this Agreement with the final installment occurring in January 2024. No installment shall be required to be paid until such time as County receives proof of the payment of all outstanding property taxes and verification of employment and investment levels has been submitted to the County. Subject to Section 3C the final Inducement Grant amount shall be determined based on the Company's Total Taxable Investment at the time of the final inducement installment and according to the formula in 3B.

B. TOTAL COUNTY COMMITMENT: The maximum amount of the Inducement Grant payment is based on the Total Taxable Investment by Company in an amount of Thirty-Nine Million Nine Hundred Thousand Dollars (\$39,900,000.00). The Inducement Grant payments shall be calculated based on the Company's Minimum Taxable Investment for the time period preceding the current Inducement Grant payment. County shall adjust the Inducement Grant payment amount according to the following formula: Amount of investment divided by 100 multiplied by the current ad valorem tax rate (currently \$0.8679 per \$100 of valuation) multiplied by 0.75 (percentage of inducement) multiplied by 5 (number of years). Utilizing this formula, and an estimate of depreciation as outlined in Exhibit B, a taxable investment currently estimated at Thirty-Nine Million Nine Hundred Thousand Dollars (\$39,900,000.00) would result in an Inducement Grant in the amount of Nine Hundred Seventy-Two Thousand Seven Hundred Twenty-Two Dollars (\$972,722.00) payable in 5 installments. Subject to 3C below, in the event the amount of taxable investment increases or decreases, the amount of inducement shall increase or decrease based on the formula specified herein, however the total amount of inducement shall not exceed Nine Hundred Seventy-Two Thousand Seven Hundred Twenty-Two Dollars (\$972,722.00). Further, this example assumes a static Total Taxable Investment of Thirty-Nine Million Nine Hundred Thousand Dollars (\$39,900,000.00) throughout the 5 year term. The formula specified herein shall be applied to the taxable investment annually during the term to determine the actual amount of the 5 inducement installments.

C. MAXIMUM COUNTY COMMITMENT: The Inducement Grant **SHALL NOT EXCEED** Nine Hundred Seventy-Two Thousand Seven Hundred Twenty-Two Dollars (\$972,722.00). This is the maximum allowable inducement amount based on an estimated Total Taxable Investment by the Company of Thirty-Nine Million Nine Hundred Thousand Dollars (\$39,900,000.00). This maximum amount may be reduced based on lower than anticipated investment by the Company.

4. EXPANSION OPPORTUNITY

Participation in this Agreement shall not exclude the Company from consideration for additional inducements from the County either during or upon completion of this Agreement. Future projects shall be considered on a case-by-case basis and induced at the discretion of the County based on new taxable investment and job creation in excess of the minimum levels outlined in Section 2 above. Any such agreement shall require a separate "Performance Agreement" which shall conform to all relevant North Carolina Statutes and/or Orange County Ordinances, Policies or Resolutions, shall be in writing, and shall be mutually agreed upon by the Parties.

5. PROOF AND CERTIFICATION

The officials of the parties to this Agreement shall furnish the necessary reports and certificates to verify that each party's respective goals are met. Acceptable forms of proof for taxable investment shall be the records of the County Tax Administrator. Acceptable forms of proof of payment of taxes shall be in the form of cancelled checks, and receipts of payment from the County Tax Administrator. Acceptable forms of proof for employment numbers shall be in the form of a notarized statement from a North Carolina licensed Certified Public Accountant and shall be verified by the North Carolina Employment Security Commission.

Until that date which is one (1) year following the date of the final Incentive Grant payment, the Company shall allow representatives of the County to enter the Facility during normal business hours upon forty-eight (48) hours prior notice for the purpose of confirming that the claimed investment and employment goals have been met. Company will not be held liable for injuries to representatives of the County while at the Facility.

6. REMEDY

A. INDUCEMENT PACKAGE: If the County does not meet and maintain the terms set forth in the inducement package, the Company has the option to the rights set forth in Section 11A of this Agreement upon thirty (30) days written notice to the County.

B. DELAY OF INDUCEMENT PACKAGE INITIATION: If the Company believes that it will not meet employment and investment goals that are to be met pursuant to this Agreement by June 30, 2020, the onset of this Agreement may be delayed up to one (1) year, at the option of the Company. Written notification of the exercise of this option to delay onset must be received by the County no later than June 30, 2020. In that event this Agreement shall initiate no later than June 30, 2021 and shall expire no later than January 31, 2025. In the event the employment and investment goals are not met due to causes beyond the control of the Company, the period in which such employment and investment goals are to be met may, upon written notice to, and agreement by the County, be tolled by the period of such delay, up to one (1) year, caused by such causes beyond the control of the Company (for purposes of this Section 6B causes beyond the control of the Company are limited to delay in completion of public works construction such as access road, utilities, water, and sewer lines). Notwithstanding anything else herein the Commencement Date shall not be beyond June 30, 2022. If Company cannot meet this this Agreement shall terminate automatically without fault or further obligation to County. Company shall remain free to negotiate a new incentive agreement with County based on new terms and timelines.

C. INVESTMENT AND EMPLOYMENT PACKAGE: If the Company does not meet and maintain either the investment or employment goals within the annual timetable set forth in this Agreement, and does not opt to delay the onset of this Agreement as described above, then the county will reduce the annual installment payment as set forth in Section 2D of this Agreement until such time as the Company once again meets both the investment and employment goals. Reduction shall be computed based on the percentage of the goal not met. In order to qualify for the full reimbursement, including recovery of any prior reductions, both investment and employment must meet or exceed the minimum standards outlined above prior to the natural termination of this Agreement.

7. SEVERABILITY

If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms, or provisions of this Agreement shall not be affected thereby; and in lieu of such illegal, invalid or unenforceable term or provision, there shall be added by mutually agreed upon written amendment to this Agreement, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

8. COMPLIANCE WITH THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT OF NORTH CAROLINA GENERAL STATUTES

All appropriations and expenditures pursuant to this Agreement shall be subject to the provisions of the Local Government Budget and Fiscal Control Act of the North Carolina General Statutes for cities and counties and shall be listed in the annual report submitted to the Local Government Commission by the County.

9. GOVERNING LAWS, DISPUTE RESOLUTION, & FORUM

This Agreement shall be governed and construed by the Laws of the State of North Carolina. Any action brought to enforce or contest any term or provision of this Agreement shall be brought in the North Carolina General Court of Justice sitting in Orange County, North Carolina. The Parties hereto stipulate to the jurisdiction of said court. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to any claims, complaints, suits, or actions. Binding arbitration may not be initiated by either party, however, the parties may agree to nonbinding mediation of any dispute prior to the bringing of a claim, complaint, suit or action.

10. INDEMNIFICATION

The Company hereby agrees to indemnify, protect and save the County and its officers, directors, and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the business, construction, maintenance, or operations of the Company or the Facility or the transactions contemplated by or relating to this Agreement, including without limitation, the possession, condition, construction or use thereof, insofar as such matters relate to events subject to the control of the Company and not the County. The indemnification arising under this Article shall survive the Agreement's termination.

11. TERMINATION

A. COMPANY: Upon Company's meeting its Employment and Investment obligations as set out in Section 2 above and upon Company's certification to such and certification of the payment of all real and personal property taxes, as set out in Section 5 above, then upon the occurrence of any of the following events, the Company shall have the option of terminating this Agreement: Failure of the County, to provide the initial inducement installment as provided in Section 3 of this Agreement; or, under the same circumstances, failure of the County to make future inducement installments, as provided for in Section 3 of this

Agreement. Should the Company exercise its option to terminate this Agreement, pursuant to this Section for failure by the County, the Company shall be entitled to retain all funds paid to or for the benefit of the Company pursuant to this Agreement. On the other hand, should the Company terminate this Agreement for any reason other than the default by the County to provide for any inducement installment to the Company, the Company shall repay to the County all funds paid to or for the benefit of the Company pursuant to this Agreement. Thereafter, the County shall have no further obligation to make inducement installments annually or otherwise. Any such termination of this Agreement by the Company shall be in writing and shall meet notice requirements as set out herein.

B. COUNTY: The County shall have the option of terminating this Agreement upon any Abandonment of Operations by the Company, without penalty or further obligation to the County, which option shall be executed by giving written notice to the Company. Abandonment of Operations shall be defined as a period in excess of eight (8) weeks during which the Company's level of Full Time Equivalent Employees or Direct Investment goes below thirty percent (30%) of the guaranteed minimum levels of performance commitments for either Full Time Equivalent Employees or Direct Investment as reflected in Section 2 above. Notwithstanding the foregoing, if the aforesaid decline in the number of full time equivalent employees or the Company's failure to make the required direct investments is attributable to an overall national economic decline (as such may be recognized by the United States Bureau of Labor Statistics), this shall not be deemed an abandonment of operations entitling the County to terminate this Agreement, and the Company shall not be deemed in default. In such event, the Company's and the County's obligations shall be suspended for one year and resume thereafter. If after one year the aforesaid decline continues the County may declare an Abandonment of Operations and proceed as set forth herein.

C. NATURAL: In any event, the above terms notwithstanding, this Agreement shall terminate upon the 31st day of January of the year in which the final financial inducement installment is made.

12. LIMITATION OF COUNTY'S OBLIGATION

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE STATE CONSTITUTION.

THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE COUNTY'S SOLE DISCRETION FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION

ON THE PART OF ANY FUTURE COUNTY GOVERNING BODY.

TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE SHALL TAKE PRIORITY.

13. LIABILITY OF PUBLIC OFFICERS

No officer, agent or employee of the County or the Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

14. MISCELLANEOUS

A. ENTIRE AGREEMENT: This Agreement, including all exhibits attached, constitutes the entire contract between the parties, and this Agreement shall not be amended except in writing signed by the Parties.

B. BINDING EFFECT: Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

C. TIME: Time is of the essence in this Agreement and each and all of its provisions.

D. CONSTRUCTION: Nothing in this Agreement shall be construed to the effect that the County has any right to influence the Company's business decisions or to receive business information from the Company (except as expressly provided in Section 2B and Section 5 hereof).

E. SIGNATURES: This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

F. AUTHORITY: The parties and each person executing this Agreement on behalf thereof represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, the constituent members and the successors and assigns of each of them. The parties shall reasonably assist one another and cooperate in the defense (should any defense ever be necessary) of this Agreement and/or the incentives granted hereunder, so as to support and in no way undercut the same.

G. FORCE MAJEURE: Subject to the provisions of Section 6 neither party shall be liable towards the other party for non-compliance with its contractual obligations hereunder, if and to the extent such non-compliance is directly attributable to events of force majeure. Events of force majeure are events or causes which are not under a party's reasonable control and render the execution of a party's obligations impossible. Each party shall forthwith inform the other

parties of the occurrence of a force majeure event preventing such party from complying with its contractual obligations. Force Majeure does not include failure of the Company to secure permitting necessary for the project to proceed.

15. COMPLIANCE WITH LAW

A. NON-DISCRIMINATION: Company 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. Company shall not discriminate against any person based on age, race, ethnicity, color, national origin, religion, creed, sex, gender, gender identity, gender expression, marital status, familial status, source of income, disability, political affiliation, veteran status, and disabled veteran status. 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 section is not intended to limit and does not limit the definition of breach to discrimination.

B. E-VERIFY, ISRAEL BOYCOTT, AND IRAN DIVESTMENT: By executing this Agreement Company affirms that Company, and any North Carolina Affiliates of Company, is and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Company certifies that Company, and any North Carolina Affiliates of Company, have not been identified, and have not utilized the services of any agent or subcontractor, on the list created by the North Carolina State Treasurer pursuant to Articles 6E and 6G of Chapter 147 of the North Carolina General Statutes.

16. NOTICES

Any notices pursuant to and/or required by this Agreement shall be in writing and shall be delivered via United States Mail, certified, return receipt requested:

If to Orange County;

If to _____, Inc.;

County Manager
200 South Cameron Street
Hillsborough, NC 27278

Any addressee may designate additional or different addresses for communications by notice given under this Section to the other Party.

AGREEMENT REVIEWED AND ACCEPTED BY:

President

_____, Inc.

Attest:

Chair
Orange County Board of Commissioners

Attest: Clerk to the Board
Orange County Commissioners

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Chief Financial Officer

Approved as to form and legal sufficiency.

Office of the County Attorney

EXHIBIT C – BUSINESS PERSONAL PROPERTY

Parcel Identification Number	9834088521
Address	6801 Industrial Drive, Mebane, NC 27302
2019 Orange County Personal Property Value	\$7,192,268

EXHIBIT D – DESCRIPTION OF REAL PROPERTY

Parcel Identification Number	9834088521
Address	6801 Industrial Drive, Mebane, NC 27302
Acreage	100.75
Building Size	400,000 SF
2019 Orange County Real Property Value	\$12,889,300

ER
MK



20171027000213880 DEED
Bk:RB6383 Pg:392
10/27/2017 02:28:54 PM 1/6

FILED Mark Chilton
Register of Deeds, Orange Co., NC
Recording Fee: \$26.00
NC Real Estate TX: \$.00

MK

Prepared by: Richard J. Archie
WHITE & ALLEN, P.A.
Mail to: Melissa Meyrowitz
Weil, Gotshal & Manges LLP
767 Fifth Avenue, New York,
NY 10153

Property was/was not Grantors primary residence

NORTH CAROLINA

SPECIAL WARRANTY DEED

Orange

Excise Tax: Exempt, pursuant to NC
statute § 105-228.29

Parcel No.: 9834087459 (Tract 1) and
9834189598 (Tract 2)

KPC

THIS DEED, made this 27th day of June, 2017, effective as
of August 1, 2017 ("Effective Date"), by GENERAL ELECTRIC COMPANY,
whose address is 1 River Road, Schenectady, New York 12345,
Grantor; to INDUSTRIAL CONNECTIONS & SOLUTIONS LLC, whose address
is 4200 Wildwood Parkway, Atlanta, GA 30339, Grantee;

W I T N E S S E T H:

That Grantor, for a valuable consideration paid by
Grantee, the receipt of which is hereby acknowledged, has sold, and
by these presents, does, as of the Effective Date, grant, bargain,
sell and convey unto Grantee, his/her/their heirs and assigns, that
parcel of land lying and being in MEBANE/ORANGE County, North

[300000-00032/1766068/1]
WEIL:166172041/6/47890.0307

Submitted electronically by "Kennon Craver, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Orange County Register of Deeds.



Carolina, and more particularly described on Exhibit A attached hereto and incorporated herein by reference.

This property was conveyed to Grantor by Deed recorded in the above named County Registry in Book 228, Page 731; Book 228; Page 829; Book 228, Page 1031; Book 232, Page 586; Book 232, Page 590; and Book 241, Page 1432.

TO HAVE AND TO HOLD the aforesaid parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, subject to taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities, and such additional exceptions as may be hereinafter stated. Title to the property hereinabove described is subject to the following additional exceptions:

None.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as



required by context. Grantor makes no other representations or warranties of any kind or nature, statutory express or implied.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[300000-00032/1766068/1]

WEIL:196172041/0/47890.0307



IN WITNESS WHEREOF, Grantor has duly executed the foregoing as of the day and year first above written.

GENERAL ELECTRIC COMPANY,
a New York corporation

By: [Signature]
Name: Aun Singapore
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF CONNECTICUT)
) SS:
COUNTY OF Fairfield)

On the 27 day of June, 2017, before me, the undersigned, personally appeared Aun Singapore, who acknowledged himself/herself to be the Authorized Signatory of General Electric Company, a corporation, and that he/she, as such Authorized Signatory, being authorized so to do, executed the foregoing instruments for the purposes therein contained by signing the name of the corporation by himself/herself as Authorized Signatory.

In witness whereof I hereunto set my hand.

[Signature]
Notary Public
Date Commission Expires:





EXHIBIT A

Lying and being more particularly described as follows:

TRACT 1:

96 pages KV
BEING all of that tract of land, containing ~~96~~ 96.753 acres, more or less, labeled as "Sewer Easement Plat Property of General Electric Co." and shown on that plat dated July 13, 2011 by Jeffrey P. Williams, PLS, and recorded in Plat Book 109, Page 15, Office of the Register of Deeds of Orange County, North Carolina, being most of the property conveyed to Deed Book 228, Page 731, Office of the Register of Deeds of Orange County, North Carolina.

TRACT 2:

Being all of that tract of land, containing 4 acres, more or less, adjoining the lands of Albright, William Holman and Oldham and more particularly described in the deed recorded in Book 61, Page 47, Office of the Register of Deeds of Orange County, North Carolina. See also Deed Book 236, Page 784 and Deed Book 241, Page 1432, Office of the Register of Deeds of Orange County, North Carolina.

ATTACHMENT 2

ORANGE COUNTY BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT

Meeting Date: July 23, 2019

Action Agenda
Item No. 1

SUBJECT: Public Hearing and Decision Regarding an Economic Development Recruitment Incentive for ABB, Inc.

DEPARTMENT: Economic Development
Department, Manager's Office,
Attorney's Office

ATTACHMENT(S):

- A. Performance Agreement between Orange County & ABB, Inc.
- B. PowerPoint Brief Summary
- C. ABB, Inc. Detailed Project Overview
- D. Public Hearing Notice
- E. Orange County News Release

INFORMATION CONTACT:

Steve Brantley, Economic Development
Director, (919) 245-2326
Travis Myren, Deputy County Manager,
(919) 245-2308

PURPOSE: To:

- 1) Conduct a public hearing on the issuance of a performance-based economic development incentive by the County to a private company; and
- 2) Consider approval of a proposed five-year performance-based incentive agreement, with claw-back provisions, for the recruitment of ABB, Inc.'s manufacturing facility expansion in Orange County.

BACKGROUND: Local and state government in North Carolina have the goal to promote economic development by encouraging the location of new businesses and the expansion of existing businesses. This activity serves to diversify the local tax base, increase employment opportunities and introduce desired job skills and related benefits to a community for the benefit of its residents. The Local Government Act, North Carolina General Statute (NCGS) 158-7.1 outlines the requirements of public hearings, and NCGS 158-7.1(a) specifically addresses the requirement that economic development appropriations *"must be determined by the governing body of the city or county to increase the population, taxable property, agriculture industries, employment, industrial output, or business prospects of the city or county"*. This public hearing has been scheduled in compliance.

Project Description:

ABB, Inc., with an existing 400,000 square foot manufacturing facility located in western Orange County, plans to invest \$39.9 million to update the existing manufacturing facility and expand the Company's total facility size by an additional 200,000 square feet. ABB also plans to add 403

new jobs over the next 5 years of operation at this facility. These jobs will include production, maintenance, office, and management staff and have an average salary of \$70,789 per year.

The ABB, Inc. plant in Orange County ranks as the County's largest private employer, with nearly 600 current associates, who hold the highest average salaried manufacturing jobs in the County. The original plant was acquired in June 2018 from General Electric's Industrial Solutions division.

Under ABB's new management, in mid-2019, the Company hired the Deloitte U.S. site selection consulting firm to assist in the evaluation of ABB expanding operations either at the Company's competing Senatobia, Mississippi location or at the Orange County, NC plant. This competitive site search, code named "Project Clear Blue Sky", evaluated consolidating operations into one U.S. hub for the manufacturing, engineering, & related electrical products of ABB's "Distribution Services" line. As part of the location evaluation, ABB considered financial inducement proposals from the State of North Carolina, Orange County and the City of Mebane.

The proposed incentive will be performance-based with respect to the County's annual verification of ABB's targeted increases in (1) employment, wages & benefits, and, (2) new taxable real & personal property value over the next five years, as the Company expands its Mebane presence. Incentives would only be paid following confirmation of the Company's required annual growth measures.

Basis to Calculate the Value of Orange County Performance-Based Incentives:

- (1) INVESTMENT – ABB will increase property valuation by at least \$24,300,000 in real property and at least \$15,600,000 in personal property, to total \$39,900,000 over 5 years as detailed in the table below. If these real and personal property valuation targets are not achieved, the proposed annual incentive payment will be reduced proportionally.

Investment	2019	2020	2021	Total
Real Property	\$5,000,000	\$16,600,000	\$2,700,000	\$24,300,000
Personal Property	\$200,000	\$10,200,000	\$5,200,000	\$15,600,000
Total	\$5,200,000	\$26,800,000	\$7,900,000	\$39,900,000

- (2) EMPLOYMENT - ABB will add net new employment consistent with the job growth chart below. If annual job targets are not achieved, the annual incentive payment will be reduced by \$500 per full time equivalent employee not hired. By year #5, the Company will create 403 new positions with an average salary of \$70,789 per year.

	Employment Projections				
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
	2020	2021	2022	2023	2024
New Full Time Jobs	104	274	8	8	9

The proposed inducement payment will be in the form of a performance-based grant paid over a five (5) year period at an amount equal to 75% of ABB's projected net increase in real & personal property tax valuation. This specific formula represents the County's current incentive policy that has been offered in the past to other industrial and commercial prospects. It ensures that annual tax revenues from this project's additional investment, net of annual incentive payments, remain positive in all years of the incentive agreement.

A company representative has been invited to attend tonight's meeting and will be available for comment and questions.

Orange County Revenue Projections (5 Years)						
	<u>1st Year</u> 2020	<u>2nd Year</u> 2021	<u>3rd Year</u> 2022	<u>4th Year</u> 2023	<u>5th Year</u> 2024	<u>TOTAL</u>
New Property Tax Revenues	\$45,131	\$277,554	\$337,110	\$324,489	\$312,679	\$1,296,963
Incentive Payments	-\$33,848	-\$208,166	-\$252,832	-\$243,367	-\$234,509	-\$972,722
Annual Net Revenues	\$11,283	\$69,289	\$84,277	\$81,122	\$78,170	\$324,241

Orange County Revenue Projections (10 Years)	
New Property Tax Revenues	\$2,706,336
Incentive Payments	-\$972,722
Annual Net Revenues	\$1,733,614

Additional Partners' Participation:

The State of North Carolina's "Economic Investment Committee" approved the following State incentives for ABB, Inc. at the North Carolina Department of Commerce's July 10th meeting. Immediately following this event, a public announcement was held at the State Capitol Building in Raleigh, which was led by North Carolina Governor Roy Cooper, and attended by representatives from ABB, Inc., Orange County and the City of Mebane. The public announcement addressed ABB's decision to expand the Company's existing facility located in Orange County, instead of the competing location in Mississippi, subject to approval of local government incentives.

State of North Carolina – Incentives	
Sales Tax Exemption on Machinery & Equipment	\$1,053,000
Jobs Development Investment Grant	\$4,369,500
Rural Division Building Reuse Grant *(forgivable loan)	\$500,000
N.C. Community College System's Customized Training	\$644,800

***Note Regarding the State of N.C.'s "Rural Division Building Reuse Grant":**

Orange County will have a managerial role as the "grant administrator" for the State of North Carolina's "Rural Division Building Reuse Grant" offer to ABB, Inc. This program is intended to support the renovation or expansion of vacant buildings, or buildings occupied by a company operating in North Carolina for at least 12 months. The program, which must be administered by a local government entity, requires the local government to hold a Deed of Trust on the building. This can create a potential financial obligation on the local government in the event the Company does not perform as expected. As ABB incurs actual costs associated with the facility improvements it plans to make to the existing building, and creates new employment, the \$500,000 State grant will be passed through the County to the Company. The grant is in the form

of a forgivable loan that is satisfied once ABB fulfills all investment and employment requirements. To eliminate any financial risk for the County, the pass-through funds will not be requested from the State until the Company meets all investment and employment criteria and satisfies any other program requirements.

City of Mebane

ABB's existing facility is currently located within the City of Mebane's Extraterritorial Jurisdiction (ETJ). The Company has agreed to annexation and the City of Mebane will consider the following additional incentives at the August 5, 2019 City Council meeting and public hearing.

City of Mebane Incentives	
Performance Based Incentive	\$997,500
Waiver of Development Fees	\$150,000

FINANCIAL IMPACT: The attached Performance Agreement between Orange County and ABB, Inc. outlines a total financial impact of up to \$972,722 payable in five (5) annual installments. Actual annual payments will be based on the Company's investments that create new property tax value of at least \$24,300,000 in Real Property, and at least \$15,600,000 in new Personal Property, totaling a combined \$39,900,000 in new taxable value. Annual incentive payments by the County will be paid from net new property tax revenues generated by ABB, Inc. and from available Article 46 funds.

The Company will create at least Four Hundred Three (403) full-time jobs with an average annual salary of \$70,789 per year at the Mebane facility. Other economic benefit multipliers to the County include enhanced job skills for those employees through advanced technical training to be provided by the Orange County campus of Durham Technical Community College. Construction employment for the new 200,000 square foot facility, and renovations to the existing 400,000 square foot facility, will also create many additional skilled trade jobs.

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

- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

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

- (1) Conduct the Public Hearing and receive public comments;
- (2) Close the Public Hearing; and
- (3) Approve the five-year performance-based economic development incentive agreement between Orange County and the Company, ABB, Inc., subject to final review by the County Attorney, and authorize the Chair to sign the agreement on behalf of the County.

Attachment 3

**Media Contact:**

Steve Brantley, Director
Orange County Economic Development Department
Phone: (919) 245-2326

FOR IMMEDIATE RELEASE

**ORANGE COUNTY & NORTH CAROLINA SUCCESSFULLY WIN MAJOR
MANUFACTURING EXPANSION OF EXISTING COMPANY, ADDING
SIGNIFICANT NEW JOBS TO COUNTY**

ORANGE COUNTY, NC (July 10, 2019) —The Orange County Board of Commissioners, County Manager’s Office and the Economic Development Department are announcing the successful expansion of the current ABB, Inc. manufacturing facility located in Mebane, NC, contingent upon local incentive approvals.

The Swiss-Swedish multinational company has selected their existing Orange County location to consolidate a significant portion of ABB’s Distribution Services portfolio of products into one U. S. hub. ABB acquired the former GE Industrial Solutions’ 400,000 sq. ft. facility in June 2018 to strengthen its position in electrification globally and expand their access to the North American market. This operation currently employs a workforce of over 500 individuals who assemble highly sophisticated electrical components. Over the next five years, the company will invest up to \$39.9 million to build a new, state-of-the-art 200,000 sq. ft. manufacturing facility, and create 403 new jobs that will provide health and retirement benefits. These new positions will offer highly competitive salaries that are expected to average \$70,789.00 a year.

“We are excited to see ABB continue to grow and invest in their operations here in Orange County,” said Board of Commissioners Chair Penny Rich. “As one of our largest manufacturing operations, we look forward to the excellent new employment opportunities this corporate expansion will bring to the residents of our community.”

The State of North Carolina, to include Governor Cooper’s office and the North Carolina Department of Commerce, were key players in securing the expansion commitment from ABB. In addition, the City of Mebane has partnered with Orange County to support the growth of the Company, which is part of the County’s overall vision to develop the

Buckhorn Economic Development District. The project recruitment also included close assistance provided by the Economic Development Partnership of North Carolina, and ABB's site selection consultant Deloitte.

Orange County recognizes the State's role in winning this expansion, specifically Governor Roy Cooper, N. C. Department of Commerce Secretary Tony Copeland, and the NC Community Colleges System, and appreciates their support of our community.

"A comprehensive set of incentive offers were used to encourage ABB, Inc. to bring the expansion to Orange County, including performance grants from the County and City of Mebane, State of N.C. incentives, and technical training assistance of ABB's new employees through the North Carolina Community Colleges System," said Orange County Manager Bonnie Hammersley. "ABB's decision to select Orange County is contingent upon the successful negotiation of these items with the State, County and City of Mebane. I am personally delighted to see this exciting new development."

The County's proposed performance-based incentives to ABB, Inc. will be discussed and voted on at a Public Hearing of the County Commissioners, scheduled for July 23, 2019.

About ABB, Inc.

ABB, Inc. is a pioneering technology leader with a comprehensive offering for digital industries. With a history of innovation spanning more than 130 years, ABB is today a leader in digital industries with four customer-focused, globally leading businesses: Electrification, Industrial Automation, Motion, and Robotics & Discrete Automation, supported by its common ABB Ability™ digital platform. ABB's market-leading Power Grids business will be divested to Hitachi in 2020. ABB operates in more than 100 countries with about 147,000 employees. ABB employs over 3000 across North Carolina, more than in any other state.

###

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

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

SUBJECT: Request for Road Additions to the State Maintained Secondary Road System for River Stone Road and Running Cedar Lane in the Cabe Crossing Subdivision

DEPARTMENT: Planning and Inspections

ATTACHMENT(S):

1. Maps
2. Subdivision Final Plat
3. NCDOT Petition Information

INFORMATION CONTACT:

Tom Ten Eyck, 919-245-2567
Tom Altieri, 919-245-2579
Craig Benedict, 919-245-2592

PURPOSE: To make a recommendation to the North Carolina Department of Transportation (NCDOT), and the North Carolina Board of Transportation (NC BOT), concerning a petition to add River Stone Road and Running Cedar Lane in the Cabe Crossing Subdivision to the State Maintained Secondary Road System.

BACKGROUND: This request includes a petition for two (2) road additions to the State Maintained Secondary Road System. The road length and width are as follows:

Road Name	Length in Miles	Number of Frontage Lots with Houses	Pavement/Right-of-way Widths in Feet
River Stone Road	0.51	12	20/50
Running Cedar Lane	0.14	7	18/50
Total	0.65	19	N/A

The Cabe Crossing Subdivision is located in an Agricultural Residential (AR) zone, west of Pleasant Green Road and south of Cabe Ford Road (*Attachment 1*). The single-family residential subdivision is located within Orange County's planning jurisdiction and was developed and approved subject to the County's zoning and subdivision regulations. There is no known subdivision violation associated with the Cabe Crossing Subdivision.

The Cabe Crossing Subdivision was recorded on October 31, 2014 (Book 113/Page 145) (*Attachment 2*). River Stone Road and Running Cedar Lane were designed to public road standards but have been private roads in the interim; they were intended to become public roads when conditions met NCDOT maintenance responsibility and ownership criteria.

River Stone Road has a length of 0.51 miles and provides access for twelve fully developed lots. The road has a right-of-way width of 50 feet, and a pavement width of 20 feet. The road serves as the singular access road for vehicular ingress/egress at its intersection with Cabe Ford Road (State Road 1570), and it connects with Running Cedar Lane before terminating at the southwest end of the subdivision with a cul-de-sac.

Running Cedar Lane has a length of 0.14 miles and provides access for seven fully developed lots. The road has a right-of-way width of 50 feet, and a pavement width of 18 feet. The road terminates with a cul-de-sac on the southeast side of the subdivision.

NCDOT has investigated this request and has submitted a petition to the Board of County Commissioners (BOCC) for its recommendation (Attachment 3). North Carolina General Statute §136-62 requires that road petitions for additions to the state system be made by the Board of County Commissioners (BOCC).

Conclusion: The above-referenced application meets the criteria endorsed by the BOCC for recommending acceptance of public roads into the State Maintained System for roads approved through the governing jurisdiction's subdivision process (NCDOT Subdivision Roads Minimum Construction Standards, January 2010, revised July 2020).

FINANCIAL IMPACT: There is no direct financial impact to the County associated with this item. NCDOT will incur additional maintenance responsibilities and costs.

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

- **GOAL: CREATE A SAFE COMMUNITY**

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

The addition of County private residential streets to the State Maintained Secondary Road System results in positive outcomes related to the aforementioned goal.

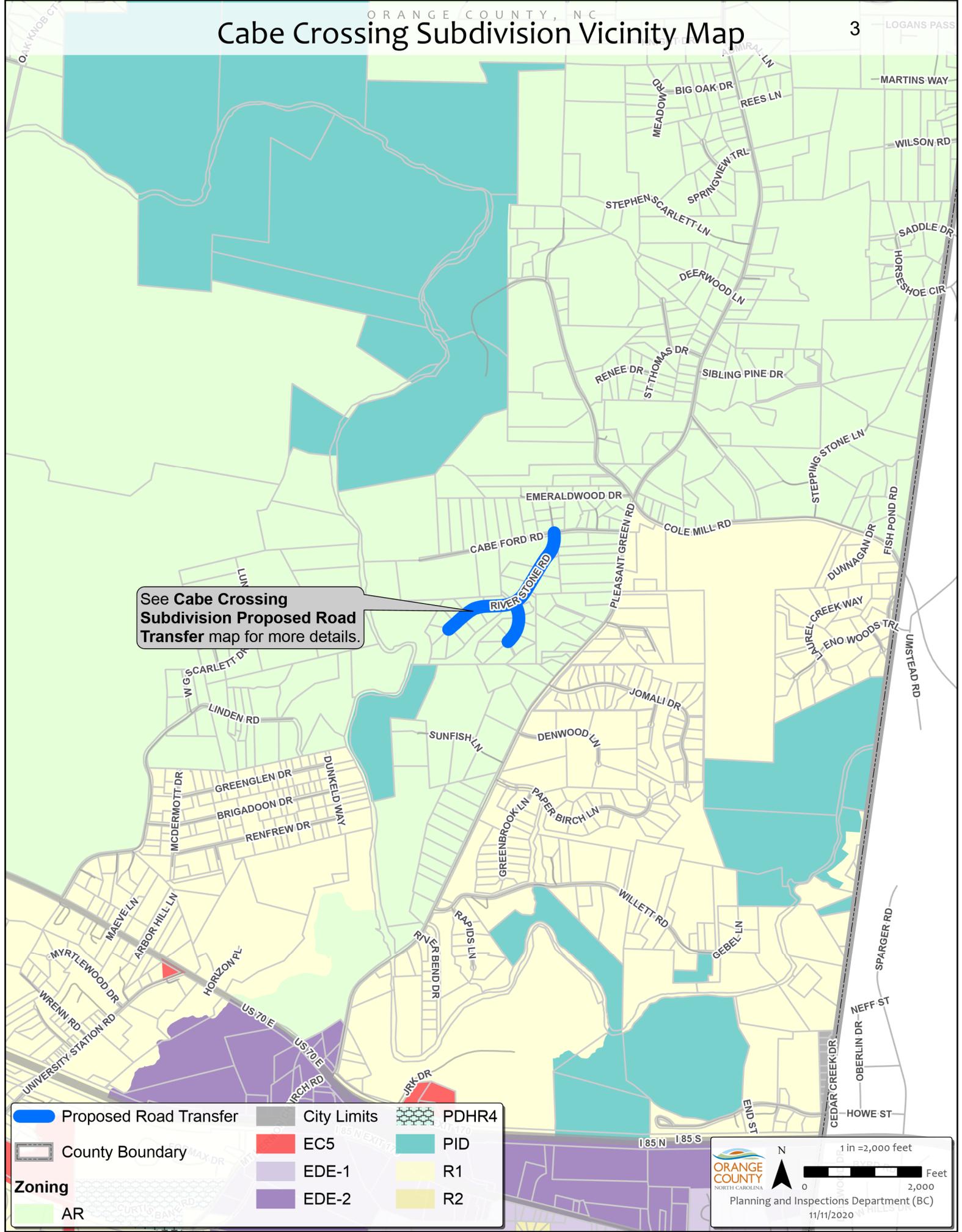
ENVIRONMENTAL IMPACT: The following Orange County Environmental Responsibility Goal impacts are applicable to this item:

- There is no Orange County Environmental Responsibility Goal impact with this item.

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

1. Forward the Petition for Addition to the State Maintained System to the NCDOT for River Stone Road and Running Cedar Lane in the Cabe Crossing Subdivision; and
2. Recommend the Department of Transportation accept the roads for maintenance as a State Secondary Road.

Cabe Crossing Subdivision Vicinity Map



See Cabe Crossing Subdivision Proposed Road Transfer map for more details.

Proposed Road Transfer	City Limits	PDHR4
EC5	PID	R1
EDE-1	R2	
EDE-2		
County Boundary		

Zoning

AR

1 in = 2,000 feet

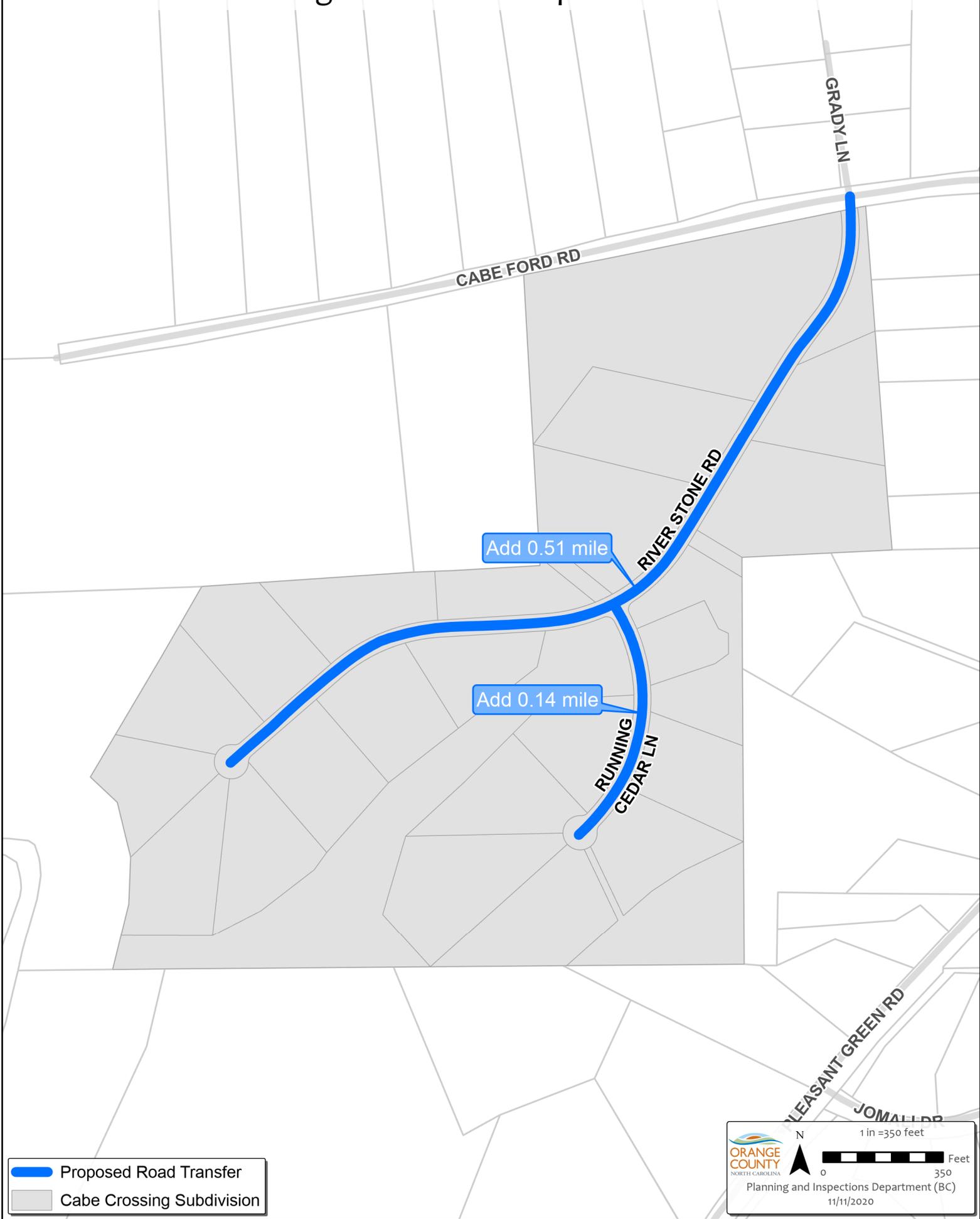
0 2,000 Feet

N

ORANGE COUNTY
NORTH CAROLINA

Planning and Inspections Department (BC)
11/11/2020

Cabe Crossing Subdivision Proposed Road Transfer



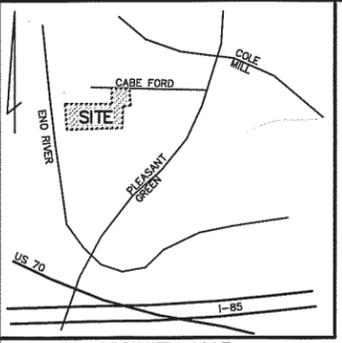
- Proposed Road Transfer
- Cabe Crossing Subdivision

1 in = 350 feet

0
350
Feet

ORANGE COUNTY
 NORTH CAROLINA
 Planning and Inspections Department (BC)
 11/11/2020

3
RMK



ORANGE COUNTY SCHOOL CERTIFICATION

Where lots have been approved for recordation by either the Orange County School System or the Chapel Hill/Carboro School System the following statement and endorsements shall appear on the final plat: I hereby certify that the lots shown on this plat have been approved by the School System for recordation prior to [insert date] in accordance with the Schools Adequate Public Facilities Ordinance.

Chair: Del Bowen Date: 10/30/14
Secretary Attest: Del Bowen Date: 10/30/14

SEAL

ORANGE COUNTY ACCEPTANCE:

Orange County hereby accepts, for the use of the general public, without maintenance responsibility, the offer of public dedication of all public rights-of-way, public easements, public streets, public recreation areas, public open space, public utilities and other public improvements shown on this plat.

County Manager: [Signature] Date: 10/30/14

Certificate of Improvements

The County Manager hereby certifies that all improvements required by the Orange County Subdivision Regulations have been installed as specified by the approved Preliminary Plat for Subdivision and that said improvements comply with Orange County specifications.

County Manager: [Signature] Date: 10/30/14

Review Officer's Certificate

State of North Carolina
County of Orange
Michael R. Gordon Sr. Review Officer of Orange County,
certify that the map or plat to which this certification is affixed meets all statutory requirements for recording for which the Review Officer has responsibility as provided by law.

Review Officer: Michael R. Gordon Sr. Date: 10-31-2014
Orange County Land Records/GIS

OWNER'S CERTIFICATE

"The undersigned hereby certifies that the land shown hereon is owned by the undersigned and is located within the subdivision regulation jurisdiction of Orange County and hereby freely dedicates all rights-of-way, easements, streets, recreation area, open space common area, utilities and other improvements to public or private common use as noted on this plat, and further assumes full responsibility for the maintenance and control of said improvements until they are accepted for maintenance and control by an appropriate public body or by an incorporated neighborhood or homeowners association or similar legal entity."

Owner: Bramco Partners by Robinson Date: 10-23-14

North Carolina
Orange County
I, Kelly D. Ardon, a Notary Public of the County and State of North Carolina, do hereby certify that Robert M. Brame personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and notarial seal this 23rd day of Oct. 2014.
Kelly D. Ardon
Notary Public
My commission expires: 10-22-2014



CERTIFICATE OF APPROVAL

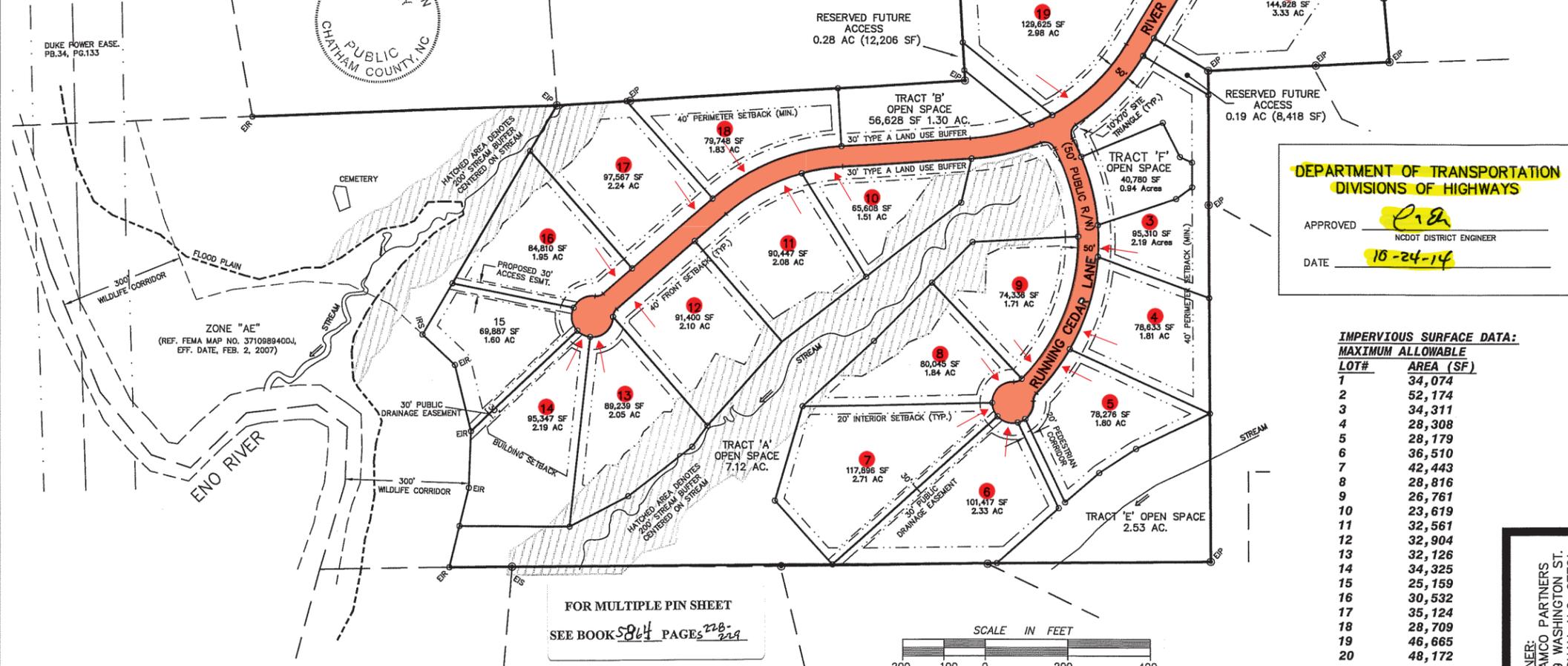
I hereby certify that the subdivision plat shown hereon has been found to comply with the Orange County Subdivision Regulations, provided that this plat shall be recorded within six (6) months of final approval, approved by the Orange County Planning Department on 10/29/14 (date).

Planning Director or Authorized Agent: [Signature] Date: 10/29/14

Environmental Health Certification

Soil and site evaluations have been conducted by the Orange County Health Department, Environmental Health Division, and unless otherwise noted, an area on each lot has been tentatively designated for the installation and repair of a wastewater system. This certification is not an Improvement Permit or an approval for a septic system on any of the lots. Subsequent changes to the lots may affect the ability to obtain Improvement Permits and/or Construction Authorizations.

Environmental Health Specialist: Alan Clapp Date: 10-27-14



**DEPARTMENT OF TRANSPORTATION
DIVISIONS OF HIGHWAYS**

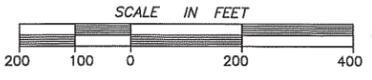
APPROVED: [Signature]
NCDOT DISTRICT ENGINEER

DATE: 10-24-14

**IMPERVIOUS SURFACE DATA:
MAXIMUM ALLOWABLE**

LOT#	AREA (SF)
1	34,074
2	52,174
3	34,311
4	28,308
5	28,179
6	36,510
7	42,443
8	28,816
9	26,761
10	23,619
11	32,561
12	32,904
13	32,126
14	34,325
15	25,159
16	30,532
17	35,124
18	28,709
19	46,665
20	48,172

FOR MULTIPLE PIN SHEET
SEE BOOK 5864 PAGES 218-219



RECORDED: ORANGE COUNTY PLAT BOOK _____ PAGE _____

ENGINEERS
PLANNERS
SURVEYORS
PHILIP POST & ASSOCIATES
401 Providence Rd. #200
Chapel Hill, NC 27514
919.929.1173
919.483.2600
Firm License C-0347

FINAL PLAT
CABE CROSSING SUBDIVISION
BRAMCO PARTNERS
ORANGE COUNTY, N.C.
ENO TOWNSHIP

SCALE: 1" = 200'
DRAWN BY: MKM
CHECKED BY: TAS
DATE: 08/21/2014
PROJECT NO.: 510701
DRAWING NO.: C415BP03

REVISIONS
1. 1/29/10 - PLANNING COMMENTS

SHEET _____ OF _____

OWNER:
BRAMCO PARTNERS
949 WASHINGTON ST.
DURHAM, N.C. 27701

20141031000195890 PLAT
BK: PL113 Pg: 145
09/31/2014 09:56:16 AM WJ

Orange County, NC
Recording Fee: \$21.00
NC Real Estate Tax: \$300.00



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

November 3, 2020

ORANGE COUNTY

Ms. Bonnie Hammersley
County Manager
Orange County
P.O. Box 8181
Hillsborough, North Carolina 27278

SUBJECT: Request for Road Addition
 River Stone Road (0.51 mile)
 Running Cedar Lane, (0.14 mile)
 Cabe Crossing Subdivision

Dear Ms. Hammersley,

Please find attached, Form SR-4 Secondary Road Addition Investigation Reports, Form SR-1 Petition for Road Addition, recorded plat, and a location map for the above subject.

This is being forwarded to you for consideration by your Board of Commissioners.

Sincerely,

A handwritten signature in black ink, appearing to read "C.N. Edwards, Jr.", with a small "JH" above the end of the signature.

C.N. Edwards, Jr., P.E.
District Engineer

Attachments
CNE/jlh

RECEIVED

0-19-12

~~0-19-13~~

North Carolina Department of Transportation
Division of Highways
Petition for Road Addition

OCT 21 2019

N. C. Dept. of Transportation
Division of Highways - 7th Div.
District 1 - Graham

ROADWAY INFORMATION: (Please Print/Type)

County: ORANGE Road Name: RIVER STONE ROAD
RUNNING CEDAR LANE
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: CABE CROSSING Length (miles): 1.28

Number of occupied homes having street frontage: 18 Located (miles): .23

miles N S E W of the intersection of Route 1570 and Route 1567
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of CABE CROSSING in ORANGE County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: BRAMCO PARTNERS by BOB BRAME Phone Number: 336-578-4777
Street Address: 2863 S. JIM MINOR ROAD, MEBANE, NC 27302
Mailing Address: SAME

PROPERTY OWNERS

Name Mailing Address Telephone

ATTACHED

RECEIVED

OCT 21 2019

N. C. Dept. of Transportation
Division of Highways - 7th Div.
District 1 - Graham

Ryan & Jennifer Plichta	3537 River Stone Road Durham NC 27705	919-680-4763
Dr Stephano Curtarolo	3557 River Stone Road Durham NC 27705	
Laura Musgrove & Elizabeth Lose	3564 River Stone Road Durham NC 27705	508-776-3950
Robert & Diana Smith	3582 River Stone Road Durham NC 27705	508-333-7298
Kurt & Serena Wolery	3771 River Stone Road Durham NC 27705	
Shai Lawit	3824 River Stone Road Durham NC 27705	515-314-8912
Christopher & Stephanie Pollard	3851 River Stone Road Durham NC 27705	
Russell & Pamela Goin	3868 River Stone Road Durham NC 27705	647-328-2188
Martin Taormina	3890 River Stone Road Durham NC 27705	803-412-0512
Scottie & Sherri Lynch	3905 River Stone Road Durham NC 27705	919-672-9908
James & Kristen Hash	3921 River Stone Road Durham NC 27705	919-452-6427
David Brown	3939 River Stone Road Durham NC 27705	206-375-7406
Geoffrey & Karen Cunningham	387 Running Cedar Lane Durham NC 27705	919-724-1987
John Poggi & Elizabeth Van Doren	609 Running Cedar Lane Durham NC 27705	
Gary R & Ashlie M Schooler	614 Running Cedar Lane Durham NC 27705	
Carl & Kathleen Plichta	628 Running Cedar Lane Durham NC 27705	303-808-4907
John Haney & Christina Barkauskas	636 Running Cedar Lane Durham NC 27705	919-622-3411
Glenn Borg & Cynthia Balentine	639 Running Cedar Lane Durham NC 27705	919-402-7376

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

- Rural Road
 Subdivision platted prior to October 1, 1975
 Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
RIVER STONE RD	12	1.0			
RUNNING CEDAR LN	6	.28			



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

DATE: November 3, 2020
TO: Chuck Edwards, Jr., PE, District Engineer
FROM: Sandy Taylor, Real Property Agent II
SUBJECT: Addition to the System: River Stone Road
Cabe Crossing Subdivision, Orange County

I have examined the plat of the Orange County Registry, furnished by your office. Based on my examination of the plat, it appears the right of way for **River Stone Road, Cabe Crossing Subdivision**, is as follows, as well as utility easements and sight distances, as shown on the plat, if any.

River Stone Road

50 ft.

If you need any additional information, please feel free to contact me.

**North Carolina Department of Transportation
Division of Highways
Secondary Road Addition Investigation Report**

County: Orange Co. File No: O-19-12 Date: 8/17/2020
 Township: Eno Div. File No: NA Div. No: 7

Local Name: River Stone Road Subdivision Name: Cabe Crossing Subdivision
 Surface Type: SF9.5A PVMT Condition: Good
 Surface Thickness: 2" Base Type: ABC Base Thickness: 8"

*Bridges Yes No * Pipe > 48" Yes No *Retaining Walls Within Right of Way Yes No

*** If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? Yes

Recording Date: 10/31/2014 Book: 113 Page: 145

Number of homes having entrances into road: 12

Other uses having entrances into road: _____

Right-of-Way Width: 50' If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? Yes

Is the County Commissioners Approval (SR-2) attached? Yes If not, why not? _____

Is a map attached indicating information for reference in locating road by the Planning Department? Yes

Cost to place in acceptable maintenance condition: Total Cost: \$ _____

Grade, drain, stabilize: \$ _____ Drainage: \$ _____ Other: \$ _____

Remarks and Recommendations: Meets Requirements. Recommend Addition.

Submitted by:  DISTRICT ENGINEER Reviewed and Approved: _____ DIVISION ENGINEER

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: _____

	Do not write in this space- For Use by Secondary Roads Unit Petition #
--	---



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

DATE: November 3, 2020
TO: Chuck Edwards, Jr., PE, District Engineer
FROM: Sandy Taylor, Real Property Agent II
SUBJECT: Addition to the System: Running Cedar Lane
Cabe Crossing Subdivision, Orange County

I have examined the plat of the Orange County Registry, furnished by your office. Based on my examination of the plat, it appears the right of way for **Running Cedar Lane, Cabe Crossing Subdivision**, is as follows, as well as utility easements and sight distances, as shown on the plat, if any.

Running Cedar Lane 50 ft.

If you need any additional information, please feel free to contact me.

North Carolina Department of Transportation
Division of Highways
Secondary Road Addition Investigation Report

County: Orange Co. File No: O-19-12 Date: 8/17/2020
Township: Eno Div. File No: NA Div. No: 7

Local Name: Running Cedar Lane Subdivision Name: Cabe Crossing Subdivision
Surface Type: SF9.5A PVMT Condition: Good
Surface Thickness: 2" Base Type: ABC Base Thickness: 8"

*Bridges Yes No * Pipe > 48" Yes No *Retaining Walls Within Right of Way Yes No

*** If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? Yes

Recording Date: 10/31/2014 Book: 113 Page: 145

Number of homes having entrances into road: 7

Other uses having entrances into road: _____

Right-of-Way Width: 50' If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? Yes

Is the County Commissioners Approval (SR-2) attached? Yes If not, why not? _____

Is a map attached indicating information for reference in locating road by the Planning Department? Yes

Cost to place in acceptable maintenance condition: Total Cost: \$ _____

Grade, drain, stabilize: \$ _____ Drainage: \$ _____ Other: \$ _____

Remarks and Recommendations: Meets Requirements. Recommend Addition.

Submitted by:  District Engineer Reviewed and Approved: _____ Division Engineer

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: _____

	Do not write in this space- For Use by Secondary Roads Unit
	Petition #

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

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

SUBJECT: First Reading: Emergency Services Franchise by Ordinance Priority Care Ambulance

DEPARTMENT: Emergency Services

ATTACHMENT(S):

- Priority Care Ambulance Franchise Agreement

INFORMATION CONTACT:

Dinah Jeffries, Emergency Services
Director, (919) 245-6123
Kim Woodward, Emergency
Medical Services EMS Operations
Manager, (919) 245-6133

PURPOSE: To approve on First Reading the granting of a franchise by ordinance to Priority Care Ambulance Inc. (Priority Care) and the Franchise Agreement under which they will operate.

BACKGROUND: On February 2, 2010, the Board held a Public Hearing to determine the need for supplemental ambulance services in accordance with NC Gen. Stat. § 153A-250(a). At that time, the Board made the determination that franchise ambulance services were necessary to assure the provision of adequate and continuing ambulance service. State law requires that the Board of County Commissioners grant franchise agreements through County ordinance. This ordinance is required to pass two readings in order to be granted.

Orange County has historically granted franchise agreements for convalescent transport and emergency ambulance services and for rescue service. The convalescent transport ambulance services franchises are only used to provide non-emergency convalescent transport to medical facilities typically for the care and treatment of a resident's long term health needs. Franchisees may also provide surge capacity in a basic life support capacity during a widespread emergency that stresses the capacity of Orange County Emergency Medical Services. Orange County Emergency Services provides all other emergency response services for basic and advanced life support needs in the County.

Emergency Services has reviewed the overall Emergency Services System in the County to confirm that franchise services continue to be necessary to assure the provision of adequate and continuing ambulance services and to preserve, protect, and promote the public health, safety and welfare. As a result, the Department is recommending the granting of a franchise agreement for Convalescent BLS ambulance transport service and one for rescue service.

The Department has identified the following services as necessary to supplement and enhance the ambulance services within the Emergency Services System and to the residents of the Orange County. The services are:

Convalescent Transport Services

- ALS Transport
- BLS Transport

Emergency Services

- BLS Transport
- Medical Responder Non-transport
- EMT Non-transport

Rescue Services

- Confined Space
- Extrication
- Heavy Rescue
- High/Low Angle
- Swift Water
- Trench Collapse
- Underwater
- Wilderness Search & Rescue

Priority Care Ambulance has applied for an initial Franchise Ordinance. The application indicates Priority Care is applying to provide the following services:

- Convalescent Transport Services, BLS Transport
- Emergency Services BLS Transport

Priority Care is headquartered in Raleigh, North Carolina, has been in service for five years. They currently service the Wake County area and are looking for expansion in Orange County. Priority Care provides approximately 1400 scheduled Basic Life Support (BLS) transports annually in Wake County. Priority Care employs 17 EMS providers and operate a fleet of 6 ambulances. Priority Care has a professional management team and provides exceptional customer service. There have been no reported issues with their level of service in Wake County.

Priority Care has been contacted by UNC Hospitals, and a few Orange County Assisted Living Centers to provide scheduled ambulance transportation for patient discharges, doctor's appointments and scheduled procedures.

Emergency Services has reviewed the application, in conjunction with NC State Office of Emergency Medical Services, submitted by Priority Care and inspected the premises, vehicles, equipment, and personnel of the company to assure compliance with the ordinance. The North Carolina General Statutes provides also that the Board prior to granting a franchise must "find that the franchise applicant is in compliance with Chapter 131E, Article 7."¹ Emergency Services has concluded that the company is in compliance with Chapter 131E, Article 7 that regulates emergency services permits to operate ambulances, standards for equipment, inspection of equipment and credentialed personnel.

Staff is recommending that Priority Care be granted a Franchise to operate within the confines of the attached Franchise Ordinance. The terms of this Franchise Ordinance provides for a five year franchise for the following:

Convalescent Transport Services

- Basic Life Support Transport Services

¹ N.C. Gen. Stat. 153A-250(a).

Emergency Services

- Basic Life Support Transport

The terms outlined in the Franchise Agreement have been negotiated and are consistent with the terms of An Ordinance Regulating Emergency Medical, First Responder and Rescue Service and Granting of Franchise and Contracts to the Operators In the County of Orange and its' amendments.

FINANCIAL IMPACT: Priority Care is a private provider of ambulance services and maintains an independent budget. There is no financial impact to the County.

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

- **GOAL: CREATE A SAFE COMMUNITY**

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

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

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

1. Approve the grant of a franchise for a five year term to Priority Care Ambulance, Inc. for Basic Life Support Convalescent Transport Services and Emergency Services as provided below:
 - a. Convalescent Transport Services
 - Basic Life Support Transport Services
 - b. Emergency Services
 - Basic Life Support Transport Services
2. Approve the Franchise Agreement under which Priority Care Ambulance, Inc will operate during the five year period of franchise. As a condition of granting the Franchise within the 90 days of the granting of the Franchise, Priority Care will enter into an Operations Agreement with Orange County that provides for the daily operational functions within the Orange County Emergency Services System.
3. Bring back the Franchise Agreement for second reading approval at the Board's December 15, 2020 regular meeting; and
4. If approved on second reading, authorize the Chair to sign the Franchise Agreement after review by the County Attorney's Office.

Priority Care Ambulance, Inc. Franchise Ordinance

An Ordinance granting a non-exclusive Franchise (“hereafter Franchise”) to Priority Care Ambulance, Inc., (“the Grantee”) to operate Convalescent Basic Life Support Transportation Services in Orange County, North Carolina.

WHEREAS, Orange County (“the Grantor”), desires to assure the availability of Convalescent Basic Life Support Transportation Services within the County;

WHEREAS, the Grantor has, following reasonable notice, and after consideration, analysis and deliberation conducted public proceedings, during which proceedings the technical ability, financial condition, legal qualifications and general character of the Grantee were determined to be acceptable to receive a Franchise to conduct its Convalescent Basic Life Support Transportation Services;

WHEREAS, the Grantor has determined that Grantee is entitled to have a non-exclusive Franchise granted, that a need exists for the Convalescent Basic Life Support Transportation Services contemplated herein to improve the level of services available to residents of Orange County, helping to assure the provisions of adequate and continuing services which preserves, protects, and promotes the public health safety and welfare, and that granting a Franchise to the Grantee is a cost effective and reasonable manner of meeting the need;

WHEREAS, the Grantee desires to operate Convalescent Basic Life Support Transportation Services within the Grantor’s jurisdiction;

WHEREAS, the proposed Convalescent Basic Life Support Transportation Services will fit within the existing services provided by the Orange County Emergency Services System so as not to adversely affect the level of services or operations of other Franchisees to render service; and

WHEREAS, the procedures of N.C. Gen. Stat. §153A-250, §153A-45, and §153A-46 have been complied with.

NOW THEREFORE, the parties agree as follows:

Section 1. Nature and Term of Grant

- a. The Grantor hereby grants the Grantee a non-exclusive Franchise to operate and maintain Convalescent Basic Life Support Transportation Services (be an EMS Services provider) in the Franchise District upon the terms and conditions set forth herein.
- b. The Franchise granted herein is for a term of five (5) years from the effective date of the Franchise, which shall begin on the first day following the date of

acceptance by the Grantee of the Franchise terms and conditions set forth herein.

Section 2. Definitions

The following words, terms and phrases, when used in this Franchise, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- a. **Ambulance.** The term “ambulance” means any privately or publicly owned motor vehicle, aircraft, or vessel that is specifically designed, constructed, or modified and equipped and is intended to be used for and is maintained or operated for the transportation on the streets or highways, waterways, or airways of this State of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.
- b. **Ambulance Provider.** The term “ambulance provider” means an individual, firm, corporation, or association who engages or professes to engage in the business or services of transporting patients in an ambulance.
- c. **Approved.** The term “approved” shall mean approved by the North Carolina Medical Care Commission pursuant to the latter’s rules and regulations promulgated under N. C. Gen. Stat. §143B-165.
- d. **Advisory Committee or Committee.** The term “Advisory Committee” or “Committee” shall mean the Orange County Emergency Medical Services Committee which is the technical advisory committee designated by the Board of County Commissioners with respect to emergency medical services in Orange County.
- e. **Contract.** The term “contract” shall mean the instrument by which both parties agree to the terms of operation of the service to be provided.
- f. **Convalescent Transportation Services.** The term “convalescent transportation service” shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.
- g. **County.** The term “County” shall mean Orange County and its Board of Commissioners or their designated representative(s).
- h. **Emergency.** The term “emergency” or “emergency transportation services” shall mean the use of a service, its equipment and personnel to provide medical care, rescue, and/or transportation of a patient who is in need of immediate rescue or medical treatment in order to prevent loss of

life or further aggravation of physiological or psychological illness or injury.

- i. Emergency Services System or ESS. Emergency Services System or “ESS” shall mean a coordinated arrangement of local resources under the authority of the Emergency Services Director (including all agencies, personnel, equipment, and facilities) organized to respond to medical emergencies and integrated with other health care providers and networks including public health, community health monitoring activities, and special needs populations.
- j. Emergency Medical Dispatcher or Telecommunicator. The term “emergency medical dispatcher” or “telecommunicator” shall mean an emergency telecommunicator who has completed educational requirements and been credentialed by the Department of Health and Human Services as an emergency medical dispatcher and who is available to receive requests for emergency services, to dispatch emergency services, and to advise local law enforcement agencies, fire departments, rescue squads, first or medical responder units and emergency medical services and facilities of any existing or threatened emergency.
- k. Emergency Medical Services. “Emergency Medical Services” or “EMS” means services rendered by emergency medical services personnel in responding to improve the health and wellness of the community and to address the individual’s need for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with G.S. 143-514, and the Orange County Medical Director in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.
- l. Emergency Medical Services Instructor. “Emergency Medical Services Instructor” means an individual who has completed educational requirements approved by the Department of Health and Human Services and has been credentialed by that Department as an emergency medical services instructor.
- m. Emergency Medical Services Peer Review Committee. Emergency Medical Service Peer Review Committee means a panel composed of EMS program representatives responsible for analyzing patient care data and outcome measures to evaluate the ongoing quality of patient care, system performance, and medical direction within the EMS system. The committee may include physicians, nurses, EMS personnel, medical facility personnel and county government staff as determined by the Emergency Services Director in consultation with the County Medical Director.

- n. Emergency Medical Technician (EMT). The term “emergency medical technician” means an individual who has completed a training program in emergency medical care that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT in the Orange County EMS system.
- o. Emergency Medical Technician – Intermediate (EMT-I). The term “emergency medical technician - intermediate” means an individual who has completed a training program in emergency medical care at the intermediate level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT - Intermediate by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services at the EMT-Intermediate level in the Orange County EMS system.
- p. Emergency Medical Technician – Paramedic (EMT-P). The term “emergency medical technician - paramedic” means an individual who has completed a training program in emergency medical care at the paramedic level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT-Paramedic by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT-Paramedic in the Orange County EMS system.
- q. Emergency Services Director. The term shall mean the person designated by the Orange County Board of Commissioners to manage the overall Emergency Services System in Orange County.
- r. First Responder. The term “first responder” shall mean an organization with personnel trained in emergency medical care that is dispatched to the scene of a medical emergency for the primary purpose of providing emergency medical assistance to a patient until the ambulance and additional medical aid arrives.
- s. Franchise. The term “franchise” shall mean a permit issued by the County to a person for the operation of an ambulance service, rescue squad or first responder unit.

- t. Franchisee. The term “franchisee” shall mean any person having been issued a franchise by the County for the operation of an ambulance service, rescue squad or first responder unit.
- u. Inspection. Inspection shall mean the physical review of buildings and facilities, vehicles, equipment, supplies, storage, repair and maintenance areas, records and any related materials.
- v. License. The term “license” shall mean any driver’s license or permit to operate a motor vehicle issued under or granted by the laws of the State of North Carolina.
- w. Medical Responder. “Medical Responder” shall mean an individual who has completed an educational program in emergency medical care and first aid approved and credentialed by the Department of Health and Human Services as a medical responder and the Orange County Medical Director to operate in Orange County EMS.
- x. Medical Director. “Medical Director” shall mean the physician appointed, either directly or by written delegation, by the County and have the responsibilities as provide by 10A NCAC 13P .0403 and 10A NCAC 13P .0404. The County may, in addition, appoint an assistant medical director. The medical director and the assistant medical director shall meet the criteria defined in the “North Carolina College of Emergency Physicians: Standards of Medical Oversight and Data Collection,” which is incorporated by reference in accordance with N.C. Gen. Stat. §150B-21.6, including subsequent amendments and editions.
- y. Non-Emergency Transportation Services. The term “non-emergency transportation service” shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.
- z. Operation Protocols. “Operation Protocols” shall mean the administrative policies and procedures of EMS that provides guidance for the day-to-day operations of the system.
- aa. Operator. The term “operator” shall mean a person in actual physical control of an ambulance or rescue service vehicle which is in motion or which has the engine running.
- bb. Owner. The term “owner” shall man any person or entity who owns an ambulance or provides a service covered by this Ordinance.
- cc. Patient. The term “patient” shall mean an individual who is sick, injured, wounded, or otherwise incapacitated or helpless such that the need for

some medical assistance might be anticipated while being transported to or from a medical facility.

- dd. Person. The term “person” shall mean any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or organization of any kind, including any governmental agency other than the United States.
- ee. Practical Examination. “Practical Examination means a test where an applicant for credentialing as an emergency medical technician, or medical responder, emergency medical technician – intermediate, or emergency medical technician – paramedic demonstrates the ability to perform specified emergency medical care skills.
- ff. Rescue. The term “rescue” shall mean the removal of individuals facing external, non-medical, and non-patient related peril to areas of relative safety.
- gg. Rescue Squad or Rescue Unit. The term “rescue squad” or “rescue unit” shall mean a group of individuals who are not necessarily trained in emergency medical services, fire fighting, or law enforcement, but who expose themselves to an external, non-medical, and non-patient related peril to effect the removal of individuals facing the same type of peril to areas of relative safety.
- hh. Secondary Ambulance Provider. The term “secondary ambulance provider” shall mean the system of personnel and equipment meeting the same criteria as a primary ambulance provider, but not normally dispatched on first call response.
- ii. Service. The term “service” shall mean the same as owner.
- jj. Treatment Protocols. “Treatment Protocols” shall mean a document approved by the medical director and the Office of Emergency Medical Service specifying the diagnostic procedures, treatment procedures, medication administration, and patient-care-related policies that shall be completed by emergency service personnel based upon the assessment of the patient.
- kk. Victim. The term “victim” shall mean any patient or potential patient that is entrapped, entangled pinned, fallen, suspended, or otherwise in need of rescue services.

Section 4. General Responsibilities

- a. Grantee is authorized under this Franchise to operate the following types of service(s), the combination of which shall constitute Grantee's "EMS Services for the purposes of this Franchise, and subcategories under which they can operate shall be identified in the "Operation Agreement" to be entered into by the Franchisee and the County within 90 days after acceptance of the Franchise permit.
 - i. Convalescent Basic Life Support Transport Services - Primary
 - ii. Emergency Services Basic Life Support Transport Services – Surge Coverage Only

- c. Grantee shall comply at all times with the requirements of "An Ordinance Regulating Ambulance, Emergency Medical, First Responder And Rescue Service And Granting Of Franchise And Contracts To The Operator In The County Of Orange ("EMS Franchise Ordinance"), this Franchise Agreements, the Operations Agreement, and all applicable laws relating to health, sanitation, safety, equipment, ambulance design or other EMS Services vehicle design and all legal requirements related to a Model EMS System and all other laws and ordinance;
 - a. Grantee shall maintain in good standing its state and local Drivers and Privilege license (s) to operate its ambulance or other EMS Services as provided for by Law.
 - b. Establish and maintain appropriate and effective professional working relationships with all public health, public safety, and emergency services organization and personnel.
 - c. Professional working relationships shall be cooperative and collaborative in nature.
 - d. Maintain neat, clean, and professional appearance of personnel, equipment and facilities.

Section 5. Scope of Service and Service Area

- a. Grantee shall operate its EMS Services, 24 hours per each and every day of the calendar year, within the Franchise District specified in Exhibit A, except when a different or additional service area is provided for herein.
- b. Grantor may from time to time alter, and at its sole discretion, amend Exhibit A and the service area of the County that constitute (s) the Franchise District.

- c. Grantor shall at all times during the terms of the Franchise provide the highest level of care to all residents within the service area of the Franchise District.

Section 6. The Orange County Emergency Services System (“ESS”) Plan

- a. Grantee shall comply with the Grantor’s official written ESS System Plan for the management and deployment of EMS Services Vehicles within the Franchise District and, additionally, within other service areas pursuant to the EMS System Mutual Aid Plan and any cooperative agreement to continue services in service areas where Franchisees’ EMS System franchises has been suspended.
- b. Grantee shall keep at its place a business at all times the most current copy of the ESS System Plan.

Section 7. Staffing and Performance Requirements

- a. Grantee shall comply with the scope of practice rules promulgated by the North Carolina Medical Board pursuant to law regarding the medical skills and medication that may be used by credentialed emergency medical services personnel at each level of patient care.
- b. Grantee shall comply with standard for drivers and attendants developed by the North Carolina Medical Care Commission as requirements for certification of emergency medical technicians pursuant to law, rules and regulations promulgated by the Board of Medical Examiners for advanced life support technicians, which is incorporated in this subsection by reference.
- c. No staff of Grantee shall drive an ambulance vehicle, attend a patient, or permit an ambulance to be operated when transporting a patient within the County unless the driver holds a currently valid North Carolina Drivers license and currently valid credentials as an EMT, EMT-I or EMT-P issued by the North Carolina Department of Health and Human Services, Office of Emergency Medical Services. Notwithstanding the foregoing, in an exceptional circumstance when an EMT, EMT-I, or EMT-P is not available, for the purpose of driving only or when providing Non-Transport Service an approved firefighter, First or Medical Responder, Rescue Services Provider or law enforcement officer with a currently valid North Carolina drivers license may drive an ambulance, provided such driver does not attend a patient or victim or does not otherwise provide medical services to a patient or victim.
- d. Grantee shall comply with the Grantor’s official written EMS System Plan for the use of credentialed EMS personnel for all of the authorized

Practice Settings. Any agreement between Grantee and a third party to provide special events coverage is subject to pre-approval in writing by the Grantor, which approval shall not be reasonable withheld.

- e. Grantee's staff that operate EMS Service Vehicles shall actively participate in any emergency vehicle operations training provided by the Grantor as directed by the Emergency Services Director.
- f. Grantee's staff shall comply with Grantor's official written EMS System continuing education plan for EMS personnel under the direction of the Orange County Continuing Education Coordinator.
- g. Grantee staff shall also participate in all clinical and field internship educational components of Grantor's continuing education plan.
- h. Grantee shall comply with all education program requirements for qualified credentialed EMS personnel as provided by law.
- i. Grantee shall assign credentialed staff to assist, upon request, with any orientation provided by Grantor to local area hospitals that routinely receive patients from Grantee.

Section 8. Vehicle and Equipment Requirements

- a. Grantee shall comply with all vehicle and equipment standards as developed by the North Carolina Medical Care Commission pursuant to law, including without limitation, those applicable to the EMS Services.
- b. Grantee shall maintain for each ambulance and other EMS Services Vehicle a permit as provided for by law.
- c. Grantee shall comply with the state EMS Non-Transporting Vehicle Permit requirements.
- d. Grantee shall have available the following minimum number of ambulances and other EMS Services Vehicles in excellent working order to provide coverage to the service area of the Franchise District 24 hours per day.

One (1) Type 1 Ambulance, One (1) In Service Rescue Vehicles and other EMS Services Vehicles and equipment as necessary to provide the high quality of services provided for in this Franchise.

- e. Grantee shall comply with the Grantor's operational protocols for the management of equipment, supplies and medications to assure that each ambulance and other EMS Services Vehicle contains the required

equipment and supplies on each response; for cleaning and maintaining the equipment and vehicles; and to assure that supplies and medications are not used beyond the expiration date and stored in a temperature controlled atmosphere according to manufacturer's specifications.

- f. Grantee shall comply with the Orange County's written infection control policy including the cleansing and disinfecting of ambulances and other EMS Services Vehicles and equipment that are used to treat or transport patients.
- g. Grantor may, upon reasonable notice, inspect all equipment, ambulances and other EMS Service Vehicles used by Grantee.

Section 9. Communications Requirement

- a. Grantee shall equip each ambulance and other EMS Services Vehicle with the following:
 - i. An operational two-way radio capable of establishing good quality voice communications from within the geographical confines of Orange County to each hospital emergency department in the County in which the service is based;
 - ii. Two-way radio communication capabilities for communication with all hospital emergency departments to which transportation of patients is made on a regular or routine basis anywhere within the State of North Carolina; and
 - iii. An operational two-way radio capable of establishing communications from within the geographic confines of Orange County to the Orange County Emergency Communications Center, which is the dispatching agency within the County.
- b. This subsection shall not apply to privately owned vehicles of Grantee's staff.
- c. Grantee shall maintain current authorization or Federal Communication Commission licenses for all frequencies and radio transmitters operated by Grantee. Grantee shall display at Grantee's headquarters and make available for inspection per Federal Communication Commission's rules and regulations copies of all authorization and licenses.
- d. Grantee's base of operations shall have at least one open telephone 24 hours per each and every day of the calendar year. Grantee's telephone numbers shall be registered with Orange County Emergency Communication Center, and changes to Grantee's telephone numbers shall

be transmitted to the Emergency Communication Center within 24 hours of such change.

- e. Grantee's EMS Services shall be dispatched from the Orange County Emergency Communications Center.

Section 10. Data Collection and Performance Report

- a. Grantee shall maintain the following records:
 - i. Records of dispatch which shall show time call was received, time dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.
 - ii. Trip Records stating all information required in subsection (i) of this Section in addition to information on a form approved by the County. The trip record shall be so designed as to provide the patient with a copy containing all required information.
 - iii. Personnel Checklist and Inspection Report listing contents and description for each vehicle, signed by the individual verifying vehicle operations and equipment.
 - iv. A detailed record of complaints received from the public, other enforcing agencies and services regarding Franchise infractions.
 - v. Any other records required by state law, rules or regulations or deemed by the Department of Emergency Service as relevant to the effective and efficient operations of the Emergency Management System as provided in the "Operations Agreement" and necessary for a fair determination of the capability of the Grantee to continue to provide Emergency Medical Services and Rescue Services in Orange County in accordance with the requirement of law and the provision of this Franchise.
- b. All of the records identified in subsection (a) above shall be maintained for a minimum three (3) year period unless a longer retention period is otherwise required by law or other retention periods.
- c. Grantee shall establish and maintain a system to record data that used the Model Data set and data dictionary as specified in "North Carolina College of Emergency Physicians: Standards for Medical Oversight and Data Collection."
- d. Grantees shall maintain confidentiality of patient records as provided by the Health Insurance Portability and Accountability Act of 1996 (HIPAA),

Public Law 104-191, N.C. Gen. Stat. 143-518 and all other state and federal law.

- e. Grantee shall submit a written monthly report to the Emergency Services Director, or their designee, providing the number of calls and runs during the month. The report shall contain the number of emergency calls, the number of convalescent calls, the total number of calls and the total number of patients transported.
- f. Grantee may inspect Grantee's records at any time in order to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement; however, Grantor's shall inspect the Grantee's records at least once a year to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement.

Section 11. Medical Oversight

- a. Grantee shall designate a representative of Grantee to attend and participate in regular meetings of the Orange County EMS Peer Review Committee.
- b. Grantee shall monitor and comply with any online medical direction for operating within EMT-P systems.
- c. Grantee shall comply with the Grantor's plan for Medical Oversight and Written Treatment Protocols.
- d. Grantee shall comply with the Grantor's written plan to address the management of the EMS System including:
 - i. the triage of patients to appropriate facilities;
 - ii. transport of patients to facilities outside of the system;
 - iii. Arrangement for transporting patients to appropriate facilities when diversion or bypass plans are activated;
 - iv. A mechanism for reporting, monitoring and establishing standards for system response times;
 - v. A special events staffing plan;
 - vi. A disaster plan; and
 - vii. Mass gathering plan.

- e. Grantee shall comply with the Medical Director's written guidance regarding decision about the equipment, medical supplies, and medications that will be carried on any ambulance or other EMS Services Vehicle.
- f. The Medical Director may suspend temporarily, pending due process review by the EMS Peer Review Committee, any of Grantee's EMS personnel from further participation in the EMS system when the Medical Director determines that the activities or medical care rendered by such personnel may be detrimental to the care of the patient, constitute unprofessional behavior or results in non-compliance with credentialing requirements.

Section 12. Rates and Adjustments

- a. Grantee shall submit a schedule of rates to the Grantor for approval and shall not charge more or less than the rates authorized by Orange County without specific authorization from the Grantor.
- b. Grantee shall not attempt to collect rates on emergency call until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the service; but Grantee may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention.
- c. On Special Event coverage and convalescent calls, Grantee may attempt to collect payment before the ambulance or other EMS Services Vehicle begins its trip.

Section 13. Insurance

- a. Within thirty (30) calendar days after the effective date of issuance of the Franchise, the Grantee shall provide proof of the required insurance. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina, covering the following:
 - i. Every ambulance or other EMS Services Vehicle owned and/or operated by or for the Grantee proving for the following payment of injury and damages:
 - (a) In the minimum sum of \$1,000,000 for injury to or death of individuals in accidents resulting from any cause for which the owner of the vehicle would be liable on account of

liability imposed on him by law, regardless of whether the vehicle was being driven by the owner of his agent; and

- (b) In the minimum sum of \$1,000,000 for the loss of or damage to the property of another, including personal property, or under like circumstances in sums as may be required by the State of North Carolina or as authorized by the Grantor.
 - (c) The insurance coverage minimum limits required in subsection (a) and (b) above shall be evaluated annually by the Orange County Department of Emergency Services in consultation with the Orange County Risk Manager and the County Attorney's Office and may be revised by the Grantor as Grantor deems appropriate, and at Grantor's sole discretion. In directing a change in insurance coverage, the Department of Emergency Services shall consider the risk needs protected by this insurance coverage and the availability in the marketplace of the coverage amounts to be required.
- ii. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina for Worker's Compensation coverage for all employees with statutory limits in compliance with applicable law.
- b. Insurance coverage necessary to comply with this Section shall be approved by the Grantor, and copies of such insurance policies (or certificates of insurance) shall be provided to the Grantor.
 - c. The Grantor shall be named as an additional insured as its interests may appear.

Section 14. Transfer of Ownership or Control and Changes in Level of Services

- a. Prior approval of the Grantor shall be required where ownership or control of more than ten percent of the right or control of the Grantee is acquired by a person or group of persons acting in concert, not of whom own or control ten percent or more of such rights of control, singularly or collectively, at the date of the grant of the Franchise. By its acceptance of the Franchise, the Grantee specifically agrees that any such acquisition occurring without prior approval of the Grantor shall constitute a violation of the Franchise by the grantee and shall be cause for termination at the option of the Grantor.

- b. Any change in ownership of Grantee without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- c. Any change in the level of services offered by a Grantee's EMS Services unit without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- d. Grantee may not sell, assign, mortgage or otherwise the transfer the Franchise without the approval of the Grantor; if the Grantor sells, assigns, mortgages or otherwise transfer the Franchise without Grantor's approval this shall terminate the Franchise and require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

Section 15. Miscellaneous Provisions

- a. Grantor may, upon reasonable notice, inspect the premises, vehicles, equipment and personnel of Grantee to ensure compliance with this Franchise and perform any other inspections that may be required.
- b. Grantee shall make available for inspection by the State of North Carolina, the Grantor, or their designated representatives, Grantee's EMS Services, its equipment and the premises designated in the application and all records relating to its maintenance and operations as such.
- c. Grantee shall cooperate with the Grantor to educate the public concerning injury prevention and community health.
- d. Grantee's staff shall not wear or carry aboard any ambulance of other EMS Services Vehicles firearms or weapons as defined by law, which does not include tools that aid in providing services. The foregoing restriction shall not be construed to apply to equipment used by Grantee to provide EMS Services.
- e. Grantee shall post its Franchise Certificate, issued to it by the Grantor, in a readily visible location at the Grantee's base of operations for the EMS Service.
- f. Grantee shall not allow its Franchise Certificate to be defaced, removed, or obliterated.

- g. Grantee shall comply with all applicable law and Grantor's policies and procedures related to confidentiality of medical information, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Section 16. Termination Provisions

- a. Grantee may terminate this Franchise with 60 days written notice to Grantor and the Grantor may revoke the Franchise in the event of noncompliance with the provisions of the EMS Ordinance or this Franchise Agreement. After a notice of services termination is given, the Grantee may reapply for a franchise if a continued service is desired.
- b. Upon suspension, revocation, termination or a stay by the Emergency Services Director of this Franchise, Grantee shall immediately cease all operations authorized by this Franchise.
- c. Upon suspension, revocation, termination of a driver's license such person shall cease to drive an ambulance or other EMS Service Vehicle. Upon suspension, revocation or termination of an attendant's certificate (i.e., Medical Responder, EMT, EMT-I or EMT-P) by the Office of Emergency Medical Services or by the Medical Director, such person shall cease to attend patients or otherwise provide medical care. Grantee shall not permit the foregoing person to drive an ambulance or their EMS Service Vehicle or provide medical care in conjunction with EMS Services, if Grantee is found to have notice of or should have had notice of such suspension, revocation or termination at the sole discretion of the Grantor this shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- d. In the event that Grantee shall at any time during the Franchise desire to sell any of the real or personal property identified in Exhibit B (hereinafter "Asset" or "Assets"), which is hereby incorporated by reference, pursuant to a bona fide offer to a bona fide offer which it shall have received, it shall offer to sell any such Asset or Assets (hereafter "Asset or Assets for Sale) to Grantor at the same process as that contained in such bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer for the Asset received by the Grantee. Grantor shall have 60 days from and after receipt thereof to decide whether or not to purchase the Asset or Assets for Sale at such price. If Grantor shall give notice of intent not to purchase or shall give no notice within the time herein limited, Grantee may accept such offer and proceed with the sale thereunder. If Grantor notifies Grantee that it elects to purchase the Asset or Assets for Sale at such

prove, the parties shall enter into a contract of purchase and sale forthwith. Such contract shall provide, among other things, for the conveyance of good and marketable title b warranty deed. Upon dissolution of the Grantee pursuant to N.C. Gen. Stat. § 55A-14-1, et seq., the Assets shall be either: (a) distributed to one or more appropriately receiving successor Franchisee (s) that will carry on, In Orange County, the functions of ambulance, first or medical responder, rescue or other related emergency services meeting one or more exempt purposes within the meaning of 501(c)(3) of the Internal Revenue code (or the corresponding section of any future federal tax code) or (b) distributed to the grantor for the foregoing public purposes. This subsection 16(d) of this EMS Service Franchise survives the termination of the Franchise.

Section 17. Forum for Litigation

Any litigation between the Grantor and Grantee arising under or regarding the Franchise shall occur, if in the North Carolina courts, in Orange County Superior Court or District Court having jurisdiction thereof, or if in the federal courts, in the United States District Court for the Middle District of North Carolina.

Section 18. Notice

Any notice provided for under the Franchise shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Grantor:

Orange County Emergency Services
Post Office Box 8181
Hillsborough, North Carolina 27278
Attn: Emergency Services Director
(919) 245-6100

If to the Grantee:

Priority Care Ambulance, Inc.
1340 SE Maynard Road, Suite 203
Cary, North Carolina 27522
Attn: William Masone
(919) 627-5562

Section 19. Severability

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 20. Reservation of Rights

Notwithstanding any other provision of the Franchise, Grantor and Grantee reserve all rights that they may possess under the law unless expressly waived herein. Nothing herein shall constitute a waiver of rights of either party, provided, however, that both parties warrant and represent that, as of the effective date of the Franchise, they are not aware of any provision in the Franchise that is contrary to applicable law.

Section 21. Penalties and Remedies

- a. A violation of any provision of this Franchise Ordinance or other failure of the Grantee to abide by the provisions of this Franchise shall subject the Grantee to a civil penalty of five hundred (\$500) dollars. If Grantee fails to pay this penalty within ten (10) days after being cited for a violation, the Grantor may seek to recover the penalty by filing a civil action in the nature of a debt.
- b. A violation of any provision of this Franchise Ordinance by the Grantee shall constitute a misdemeanor, punishable as provided in N.C. Gen. Stat. § 14-4.
- c. The Grantor may seek to enforce this Franchise Ordinance through any appropriate equitable action.
- d. Each day that a violation continues of this Franchise Ordinance after the Grantee has been notified of the violation shall constitute a separate offense.
- e. The Grantor may seek to enforce this Franchise Ordinance by using any one or any combination of the foregoing remedies.

Section 22. Non-discrimination

The Grantee shall not discriminate in any manner on the basis or factors prohibited by law.

Section 23. Acceptance by Grantee

My Commission Expires: _____

IN WITNESS WHEREOF, this _____ Franchise Ordinance passed on First Reading on the ____ day of _____, 20____ and was passed and adopted on Second Reading this the ____ day of _____, 20____ .

, Chair
Orange County Board of Commissioners

ATTEST: _____
, Clerk/Deputy Clerk to the
Orange County Board of Commissioners

APPROVED AS TO FORM:

Annette M. Moore, Staff Attorney
Orange County Attorney's Office

**EXHIBIT A TO EMS SERVICES FRANCHISE
FOR PRIORITY CARE AMBULANCE, INC.
FRANCHISE DISTRICT**

Geographic Location: All of the County of Orange

EXHIBIT B TO EMS SERVICES FRANCHISE FOR 2020

ASSETS

1. Real Estate and Improvements

<u>Address</u>	<u>Estimated Property Value</u>
5116 Bur Oak Circle Raleigh, NC 27612	\$240,000

Property is owned by DurMas Holdings,LLC
which is also owned by William Masone.

2. Personal Property

<u>Type</u>	<u>*Estimated Replacement Value (as of January 1, 2020)</u>
Ambulances	\$180,000
Medical Devices/Supples	\$50,000
Radios	\$14,000
Office (Desks, chairs, etc.)	\$20,000

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

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

SUBJECT: First Reading: Emergency Services Franchise by Ordinance UNC Campus EMS

DEPARTMENT: Emergency Services

ATTACHMENT(S):

- UNC Campus EMS Franchise Agreement

INFORMATION CONTACT:

Dinah Jeffries, Emergency Services
Director, (919) 245-6123
Kim Woodward, Emergency
Medical Services EMS Operations
Manager, (919) 245-6133

PURPOSE: To approve on First Reading the granting of a franchise by ordinance to UNC Campus EMS and the Franchise Agreement under which they will operate.

BACKGROUND: On February 2, 2010, the Board held a Public Hearing to determine the need for supplemental ambulance services in accordance with NC Gen. Stat. § 153A-250(a). At that time the Board made the determination that franchise ambulance services were necessary to assure the provision of adequate and continuing ambulance service. State law requires that the Board of County Commissioners grant franchise agreements through County ordinance. This ordinance is required to pass two readings in order to be granted.

Orange County has historically granted franchise agreements for convalescent transport and emergency ambulance services and for rescue service. The convalescent transport ambulance services franchises are only used to provide non-emergency convalescent transport to medical facilities typically for the care and treatment of a resident's long term health needs. Franchisees may also provide surge capacity in a basic life support capacity during a widespread emergency that stresses the capacity of Orange County Emergency Medical Services. For the first time in Orange County history, this agency is applying for EMT Non-transport services that will provide first response service to UNC Campus for all EMS requests for service. This response will augment Chapel Hill Fire who currently answers high acuity responses and Orange County EMS who responds to all requests for EMS Service.

Emergency Services has reviewed the overall Emergency Services System in the County to confirm that franchise services continue to be necessary to assure the provision of adequate and continuing ambulance services and to preserve, protect, and promote the public health, safety and welfare. As a result, the Department is recommending this franchise for EMT Non-transport service.

The Department has identified the following services as necessary to supplement and enhance the ambulance services within the Emergency Services System and to the residents of the Orange County. The services are:

Convalescent Transport Services

- ALS Transport
- BLS Transport

Emergency Services

- BLS Transport
- Medical Responder Non-transport
- EMT Non-transport

Rescue Services

- Confined Space
- Extrication
- Heavy Rescue
- High/Low Angle
- Swift Water
- Trench Collapse
- Underwater
- Wilderness Search & Rescue

UNC Campus EMS has applied for an initial Franchise Agreement. The application indicates UNC Campus EMS is applying to provide the following services:

Emergency Services

- EMT Non-Transport Services

From the National Collegiate Emergency Medical Services Foundation, “There are over 250 colleges and universities across the Nation providing campus based emergency medical services. These, often student-run organizations, are comprised of highly trained students ready to respond in any medical emergency. Student volunteers respond within minutes and provide emergency care tailored specifically to their campus community. In addition to providing for the acquisition of medical knowledge, campus based EMS allows student participants to develop certain life skills including leadership, communication, and decision-making.”

UNC Campus EMS is headquartered on UNC Campus in Chapel Hill, North Carolina. UNC Campus EMS is planning to initiate services in January of 2021. This group will service the UNC Campus property. Orange County EMS responded to approximately 394 number of requests for service on UNC Campus in 19/20. UNC Campus EMS will provide first response EMT Level non-transport services on campus on a 24-hour basis. UNC Campus EMS currently has seven (7) volunteer EMS providers and are actively recruiting more. In a typical year there are three (3) EMT initial certification courses held on campus which leads to nearly 100 EMTs receiving credentials annually. Once recruited and trained by UNC Campus EMS, these EMTs will utilize a specially outfitted golf cart provided by UNC Campus Health to navigate to EMS response on campus.

Emergency Services has reviewed the application, in conjunction with NC State Office of Emergency Medical Services, submitted by UNC Campus EMS and inspected the premises, equipment, and personnel of the agency to assure compliance with the ordinance. The North Carolina General Statutes provides also that the Board prior to granting a franchise must “find that the franchise applicant is in compliance with Chapter 131E, Article 7.”¹ Emergency Services has concluded that UNC EMS is in compliance with Chapter 131E, Article 7 that regulates emergency services standards for equipment, inspection of equipment and credentialed personnel.

¹ N.C. Gen. Stat. 153A-250(a).

Staff is recommending that UNC Campus EMS be granted a Franchise to operate within the confines of the attached Franchise Ordinance. The terms of this Franchise Ordinance provides for a five year franchise for the following:

Emergency Services

- EMT Non-Transport Services

The terms outlined in the Franchise Agreement have been negotiated and are consistent with the terms of An Ordinance Regulating Emergency Medical, First Responder and Rescue Service and Granting of Franchise and Contracts to the Operators In the County of Orange and its' amendments.

FINANCIAL IMPACT: UNC Campus EMS falls within the UNC Campus Health Department and maintains an independent budget. There is no financial impact to the County.

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

- **GOAL: CREATE A SAFE COMMUNITY**
The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.

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

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

1. Approve the grant of a franchise for a five year term to UNC Campus EMS for Basic Emergency Life Support Services and Emergency Services as provided below:
 - a. EMT Non-transport Services
2. Approve the Franchise Agreement under which UNC Campus EMS will operate during the five year period of franchise. As a condition of granting the Franchise within the 90 days of the granting of the Franchise, UNC Campus EMS will enter into an Operations Agreement with Orange County that provides for the daily operational functions within the Orange County Emergency Services System.
3. Bring back the Franchise Agreement for second reading approval at the Board's December 15, 2020 regular meeting; and
4. If approved on second reading, authorize the Chair to sign the Franchise Agreement after review by the County Attorney's Office.

University of North Carolina at Chapel Hill Franchise Ordinance

An Ordinance granting a non-exclusive Franchise (“hereafter Franchise”) to University of North Carolina at Chapel Hill, (“the Grantee”) to operate Emergency Medical Basic Life Support Non Transportation Services in Orange County, North Carolina.

WHEREAS, Orange County (“the Grantor”), desires to assure the availability of Emergency Medical Basic Life Support Non Transportation Services within the County;

WHEREAS, the Grantor has, following reasonable notice, and after consideration, analysis and deliberation conducted public proceedings, during which proceedings the technical ability, financial condition, legal qualifications and general character of the Grantee were determined to be acceptable to receive a Franchise to conduct its Emergency Medical Basic Life Support Non Transportation Services;

WHEREAS, the Grantor has determined that Grantee is entitled to have a non-exclusive Franchise granted, that a need exists for the Emergency Medical Basic Life Support Non Transportation Services contemplated herein to improve the level of services available to residents of Orange County, helping to assure the provisions of adequate and continuing services which preserves, protects, and promotes the public health safety and welfare, and that granting a Franchise to the Grantee is a cost effective and reasonable manner of meeting the need;

WHEREAS, the Grantee desires to operate Emergency Medical Basic Life Support Non Transportation Services within the Grantor’s jurisdiction;

WHEREAS, the proposed Emergency Medical Basic Life Support Non Transportation Services will fit within the existing services provided by the Orange County Emergency Services System so as not to adversely affect the level of services or operations of other Franchisees to render service; and

WHEREAS, the procedures of N.C. Gen. Stat. §153A-250, §153A-45, and §153A-46 have been complied with.

NOW THEREFORE, the parties agree as follows:

Section 1. Nature and Term of Grant

- a. The Grantor hereby grants the Grantee a non-exclusive Franchise to operate and maintain Emergency Medical Basic Life Support Non Transportation Services in the Franchise District upon the terms and conditions set forth herein.
- b. The Franchise granted herein is for a term of five (5) years from the effective date of the Franchise, which shall begin on the first day following the date of

acceptance by the Grantee of the Franchise terms and conditions set forth herein.

Section 2. Definitions

The following words, terms and phrases, when used in this Franchise, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- a. **Ambulance.** The term “ambulance” means any privately or publicly owned motor vehicle, aircraft, or vessel that is specifically designed, constructed, or modified and equipped and is intended to be used for and is maintained or operated for the transportation on the streets or highways, waterways, or airways of this State of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.
- b. **Ambulance Provider.** The term “ambulance provider” means an individual, firm, corporation, or association who engages or professes to engage in the business or services of transporting patients in an ambulance.
- c. **Approved.** The term “approved” shall mean approved by the North Carolina Medical Care Commission pursuant to the latter’s rules and regulations promulgated under N. C. Gen. Stat. §143B-165.
- d. **Advisory Committee or Committee.** The term “Advisory Committee” or “Committee” shall mean the Orange County Emergency Medical Services Committee which is the technical advisory committee designated by the Board of County Commissioners with respect to emergency medical services in Orange County.
- e. **Contract.** The term “contract” shall mean the instrument by which both parties agree to the terms of operation of the service to be provided.
- f. **Convalescent Transportation Services.** The term “convalescent transportation service” shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.
- g. **County.** The term “County” shall mean Orange County and its Board of Commissioners or their designated representative(s).
- h. **Emergency.** The term “emergency” or “emergency transportation services” shall mean the use of a service, its equipment and personnel to provide medical care, rescue, and/or transportation of a patient who is in need of immediate rescue or medical treatment in order to prevent loss of

life or further aggravation of physiological or psychological illness or injury.

- i. Emergency Services System or ESS. Emergency Services System or “ESS” shall mean a coordinated arrangement of local resources under the authority of the Emergency Services Director (including all agencies, personnel, equipment, and facilities) organized to respond to medical emergencies and integrated with other health care providers and networks including public health, community health monitoring activities, and special needs populations.
- j. Emergency Medical Dispatcher or Telecommunicator. The term “emergency medical dispatcher” or “telecommunicator” shall mean an emergency telecommunicator who has completed educational requirements and been credentialed by the Department of Health and Human Services as an emergency medical dispatcher and who is available to receive requests for emergency services, to dispatch emergency services, and to advise local law enforcement agencies, fire departments, rescue squads, first or medical responder units and emergency medical services and facilities of any existing or threatened emergency.
- k. Emergency Medical Services. “Emergency Medical Services” or “EMS” means services rendered by emergency medical services personnel in responding to improve the health and wellness of the community and to address the individual’s need for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with G.S. 143-514, and the Orange County Medical Director in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.
- l. Emergency Medical Services Instructor. “Emergency Medical Services Instructor” means an individual who has completed educational requirements approved by the Department of Health and Human Services and has been credentialed by that Department as an emergency medical services instructor.
- m. Emergency Medical Services Peer Review Committee. Emergency Medical Service Peer Review Committee means a panel composed of EMS program representatives responsible for analyzing patient care data and outcome measures to evaluate the ongoing quality of patient care, system performance, and medical direction within the EMS system. The committee may include physicians, nurses, EMS personnel, medical facility personnel and county government staff as determined by the Emergency Services Director in consultation with the County Medical Director.

- n. Emergency Medical Technician (EMT). The term “emergency medical technician” means an individual who has completed a training program in emergency medical care that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT in the Orange County EMS system.
- o. Emergency Medical Technician – Intermediate (EMT-I). The term “emergency medical technician - intermediate” means an individual who has completed a training program in emergency medical care at the intermediate level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT - Intermediate by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services at the EMT-Intermediate level in the Orange County EMS system.
- p. Emergency Medical Technician – Paramedic (EMT-P). The term “emergency medical technician - paramedic” means an individual who has completed a training program in emergency medical care at the paramedic level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the Medical Care Commission, has been certified as an EMT-Paramedic by the State of North Carolina Office of Emergency Medical Services, and approved by the County Medical Director to perform services as an EMT-Paramedic in the Orange County EMS system.
- q. Emergency Services Director. The term shall mean the person designated by the Orange County Board of Commissioners to manage the overall Emergency Services System in Orange County.
- r. First Responder. The term “first responder” shall mean an organization with personnel trained in emergency medical care that is dispatched to the scene of a medical emergency for the primary purpose of providing emergency medical assistance to a patient until the ambulance and additional medical aid arrives.

- s. Franchise. The term “franchise” shall mean a permit issued by the County to a person for the operation of an ambulance service, rescue squad or first responder unit.
- t. Franchisee. The term “franchisee” shall mean any person having been issued a franchise by the County for the operation of an ambulance service, rescue squad or first responder unit.
- u. Inspection. Inspection shall mean the physical review of buildings and facilities, vehicles, equipment, supplies, storage, repair and maintenance areas, records and any related materials.
- v. License. The term “license” shall mean any driver’s license or permit to operate a motor vehicle issued under or granted by the laws of the State of North Carolina.
- w. Medical Responder. “Medical Responder” shall mean an individual who has completed an educational program in emergency medical care and first aid approved and credentialed by the Department of Health and Human Services as a medical responder and the Orange County Medical Director to operate in Orange County EMS.
- x. Medical Director. “Medical Director” shall mean the physician appointed, either directly or by written delegation, by the County and have the responsibilities as provide by 10A NCAC 13P .0403 and 10A NCAC 13P .0404. The County may, in addition, appoint an assistant medical director. The medical director and the assistant medical director shall meet the criteria defined in the “North Carolina College of Emergency Physicians: Standards of Medical Oversight and Data Collection,” which is incorporated by reference in accordance with N.C. Gen. Stat. §150B-21.6, including subsequent amendments and editions.
- y. Non-Emergency Transportation Services. The term “non-emergency transportation service” shall mean the operation of an ambulance for any purpose other than transporting emergency or emergent patients.
- z. Operation Protocols. “Operation Protocols” shall mean the administrative policies and procedures of EMS that provides guidance for the day-to-day operations of the system.
- aa. Operator. The term “operator” shall mean a person in actual physical control of an ambulance or rescue service vehicle which is in motion or which has the engine running.

- bb. Owner. The term “owner” shall mean any person or entity who owns an ambulance or provides a service covered by this Ordinance.
- cc. Patient. The term “patient” shall mean an individual who is sick, injured, wounded, or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated while being transported to or from a medical facility.
- dd. Person. The term “person” shall mean any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or organization of any kind, including any governmental agency other than the United States.
- ee. Practical Examination. “Practical Examination means a test where an applicant for credentialing as an emergency medical technician, or medical responder, emergency medical technician – intermediate, or emergency medical technician – paramedic demonstrates the ability to perform specified emergency medical care skills.
- ff. Rescue. The term “rescue” shall mean the removal of individuals facing external, non-medical, and non-patient related peril to areas of relative safety.
- gg. Rescue Squad or Rescue Unit. The term “rescue squad” or “rescue unit” shall mean a group of individuals who are not necessarily trained in emergency medical services, fire fighting, or law enforcement, but who expose themselves to an external, non-medical, and non-patient related peril to effect the removal of individuals facing the same type of peril to areas of relative safety.
- hh. Secondary Ambulance Provider. The term “secondary ambulance provider” shall mean the system of personnel and equipment meeting the same criteria as a primary ambulance provider, but not normally dispatched on first call response.
- ii. Service. The term “service” shall mean the same as owner.
- jj. Treatment Protocols. “Treatment Protocols” shall mean a document approved by the medical director and the Office of Emergency Medical Service specifying the diagnostic procedures, treatment procedures, medication administration, and patient-care-related policies that shall be completed by emergency service personnel based upon the assessment of the patient.

- kk. Victim. The term “victim” shall mean any patient or potential patient that is entrapped, entangled pinned, fallen, suspended, or otherwise in need of rescue services.

Section 4. General Responsibilities

- a. Grantee is authorized under this Franchise to operate the following types of service(s), the combination of which shall constitute Grantee’s “EMS Services for the purposes of this Franchise, and subcategories under which they can operate shall be identified in the “Operation Agreement” to be entered into by the Franchisee and the County within 90 days after acceptance of the Franchise permit.
 - i. Emergency Services Basic Life Support Non Transport Services
- c. Grantee shall comply at all times with the requirements of “An Ordinance Regulating Ambulance, Emergency Medical, First Responder And Rescue Service And Granting Of Franchise And Contracts To The Operator In The County Of Orange (“EMS Franchise Ordinance”), this Franchise Agreements, the Operations Agreement, and all applicable laws relating to health, sanitation, safety, equipment, ambulance design or other EMS Services vehicle design and all legal requirements related to a Model EMS System and all other laws and ordinance;
 - a. Grantee shall maintain in good standing its state and local Drivers and Privilege license (s) to operate its ambulance or other EMS Services as provided for by Law.
 - b. Establish and maintain appropriate and effective professional working relationships with all public health, public safety, and emergency services organization and personnel.
 - c. Professional working relationships shall be cooperative and collaborative in nature.
 - d. Maintain neat, clean, and professional appearance of personnel, equipment and facilities.

Section 5. Scope of Service and Service Area

- a. Grantee shall operate its EMS Services, 24 hours per each and every day of the calendar year, within the Franchise District specified in Exhibit A, except when a different or additional service area is provided for herein.

- b. Grantor may from time to time alter, and at its sole discretion, amend Exhibit A and the service area of the County that constitute (s) the Franchise District.
- c. Grantor shall at all times during the terms of the Franchise provide the highest level of care to all residents within the service area of the Franchise District.

Section 6. The Orange County Emergency Services System (“ESS”) Plan

- a. Grantee shall comply with the Grantor’s official written ESS System Plan for the management and deployment of EMS Services Vehicles within the Franchise District and, additionally, within other service areas pursuant to the EMS System Mutual Aid Plan and any cooperative agreement to continue services in service areas where Franchisees’ EMS System franchises has been suspended.
- b. Grantee shall keep at its place a business at all times the most current copy of the ESS System Plan.

Section 7. Staffing and Performance Requirements

- a. Grantee shall comply with the scope of practice rules promulgated by the North Carolina Medical Board pursuant to law regarding the medical skills and medication that may be used by credentialed emergency medical services personnel at each level of patient care.
- b. Grantee shall comply with standard for drivers and attendants developed by the North Carolina Medical Care Commission as requirements for certification of emergency medical technicians pursuant to law, rules and regulations promulgated by the Board of Medical Examiners for advanced life support technicians, which is incorporated in this subsection by reference.
- c. No staff of Grantee shall drive an ambulance vehicle, attend a patient, or permit an ambulance to be operated when transporting a patient within the County unless the driver holds a currently valid North Carolina Drivers license and currently valid credentials as an EMT, EMT-I or EMT-P issued by the North Carolina Department of Health and Human Services, Office of Emergency Medical Services. Notwithstanding the foregoing, in an exceptional circumstance when an EMT, EMT-I, or EMT-P is not available, for the purpose of driving only or when providing Non-Transport Service an approved firefighter, First or Medical Responder, Rescue Services Provider or law enforcement officer with a currently valid North Carolina drivers license may drive an ambulance, provided such

driver does not attend a patient or victim or does not otherwise provide medical services to a patient or victim.

- d. Grantee shall comply with the Grantor's official written EMS System Plan for the use of credentialed EMS personnel for all of the authorized Practice Settings. Any agreement between Grantee and a third party to provide special events coverage is subject to pre-approval in writing by the Grantor, which approval shall not be reasonable withheld.
- e. Grantee's staff that operate EMS Service Vehicles shall actively participate in any emergency vehicle operations training provided by the Grantor as directed by the Emergency Services Director.
- f. Grantee's staff shall comply with Grantor's official written EMS System continuing education plan for EMS personnel under the direction of the Orange County Continuing Education Coordinator.
- g. Grantee staff shall also participate in all clinical and field internship educational components of Grantor's continuing education plan.
- h. Grantee shall comply with all education program requirements for qualified credentialed EMS personnel as provided by law.
- i. Grantee shall assign credentialed staff to assist, upon request, with any orientation provided by Grantor to local area hospitals that routinely receive patients from Grantee.

Section 8. Equipment Requirements

- a. Grantee shall comply with the Grantor's operational protocols for the management of equipment, supplies and medications to assure the required equipment and supplies are on each response; for cleaning and maintaining the equipment and vehicles; and to assure that supplies and medications are not used beyond the expiration date and stored in a temperature controlled atmosphere according to manufacturer's specifications.
- b. Grantee shall comply with the Orange County's written infection control policy including the cleansing and disinfecting of equipment.
- c. Grantor may, upon reasonable notice, inspect all equipment used by Grantee.

Section 9. Communications Requirement

- a. Grantee shall equip the following:
 - i. An operational two-way radio capable of establishing good quality voice communications from within the geographical confines of Orange County;
 - ii. An operational two-way radio capable of establishing communications from within the geographic confines of Orange County to the Orange County Emergency Communications Center, which is the dispatching agency within the County.
- b. This subsection shall not apply to privately owned vehicles of Grantee's staff.
- c. Grantee shall maintain current authorization or Federal Communication Commission licenses for all frequencies and radio transmitters operated by Grantee. Grantee shall display at Grantee's headquarters and make available for inspection per Federal Communication Commission's rules and regulations copies of all authorization and licenses.
- d. Grantee's base of operations shall have at least one open telephone 24 hours per each and every day of the calendar year. Grantee's telephone numbers shall be registered with Orange County Emergency Communication Center, and changes to Grantee's telephone numbers shall be transmitted to the Emergency Communication Center within 24 hours of such change.
- e. Grantee's EMS Services shall be dispatched from the UNC Public Safety Communications Center.

Section 10. Data Collection and Performance Report

- a. Grantee shall maintain the following records:
 - i. Records of dispatch which shall show time call was received, time dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.
 - ii. Trip Records stating all information required in subsection (i) of this Section in addition to information on a form approved by the County. The trip record shall be so designed as to provide the patient with a copy containing all required information.
 - iii. Personnel Checklist and Inspection Report listing contents and description, signed by the individual verifying equipment.

- iv. A detailed record of complaints received from the public, other enforcing agencies and services regarding Franchise infractions.
 - v. Any other records required by state law, rules or regulations or deemed by the Department of Emergency Service as relevant to the effective and efficient operations of the Emergency Management System as provided in the “Operations Agreement” and necessary for a fair determination of the capability of the Grantee to continue to provide Emergency Medical Services and Rescue Services in Orange County in accordance with the requirement of law and the provision of this Franchise.
- b. All of the records identified in subsection (a) above shall be maintained for a minimum five (5) year period unless a longer retention period is otherwise required by law or other retention periods.
 - c. Grantee shall establish and maintain a system to record data that used the Model Data set and data dictionary as specified in “North Carolina College of Emergency Physicians: Standards for Medical Oversight and Data Collection.”
 - d. Grantees shall maintain confidentiality of patient records as provided by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, N.C. Gen. Stat. 143-518 and all other state and federal law.
 - e. Grantee shall submit a written monthly report to the Emergency Services Director, or their designee, providing the number of calls and runs during the month. The report shall contain the number of emergency calls.
 - f. Grantee may inspect Grantee’s records at any time in order to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement; however, Grantor’s shall inspect the Grantee’s records at least once a year to ensure compliance with the EMS Franchise Ordinance and this Franchise Agreement.

Section 11. Medical Oversight

- a. Grantee shall designate a representative of Grantee to attend and participate in regular meetings of the Orange County EMS Peer Review Committee.
- b. Grantee shall monitor and comply with any online medical direction for operating within EMT-P systems.

- c. Grantee shall comply with the Grantor's plan for Medical Oversight and Written Treatment Protocols.
- d. Grantee shall comply with the Grantor's written plan to address the management of the EMS System including:
 - i. the triage of patients;
 - ii. A mechanism for reporting, monitoring and establishing standards for system response times;
 - iii. A special events staffing plan;
 - iv. A disaster plan; and
 - v. Mass gathering plan.
- e. Grantee shall comply with the Medical Director's written guidance regarding decision about the equipment, medical supplies, and medications that will be carried.
- f. The Medical Director may suspend temporarily, pending due process review by the EMS Peer Review Committee, any of Grantee's EMS personnel from further participation in the EMS system when the Medical Director determines that the activities or medical care rendered by such personnel may be detrimental to the care of the patient, constitute unprofessional behavior or results in non-compliance with credentialing requirements.

Section 12. Rates and Adjustments

- a. Grantee has indicated they will not charge any rates to the public but if Grantee does charge a rate, they shall submit a schedule of rates to the Grantor for approval and shall not charge more or less than the rates authorized by Orange County without specific authorization from the Grantor.
- b. On Special Event coverage, Grantee may negotiate payment in advance of the special event.

Section 13. Insurance

- a. Within thirty (30) calendar days after the effective date of issuance of the Franchise, the Grantee shall provide proof of the required insurance.

Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina, covering the following:

- b. Worker's Compensation. Grantee shall at all times during the Franchise term maintain in force and effect insurance coverage, issued by an insurance company licensed to do business in North Carolina for Worker's Compensation coverage for all employees with statutory limits in compliance with applicable law.
- c. Insurance coverage necessary to comply with this Section shall be approved by the Grantor, and copies of such insurance policies (or certificates of insurance) shall be provided to the Grantor.
- d. The Grantor shall be named as an additional insured as its interests may appear.

Section 14. Transfer of Ownership or Control and Changes in Level of Services

- a. Prior approval of the Grantor shall be required where ownership or control of more than ten percent of the right or control of the Grantee is acquired by a person or group of persons acting in concert, not of whom own or control ten percent or more of such rights of control, singularly or collectively, at the date of the grant of the Franchise. By its acceptance of the Franchise, the Grantee specifically agrees that any such acquisition occurring without prior approval of the Grantor shall constitute a violation of the Franchise by the grantee and shall be cause for termination at the option of the Grantor.
- b. Any change in ownership of Grantee without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- c. Any change in the level of services offered by a Grantee's EMS Services unit without the approval of the Grantor shall terminate the Franchise and shall require a new application and a new franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- d. Grantee may not sell, assign, mortgage or otherwise the transfer the Franchise without the approval of the Grantor; if the Grantor sells, assigns, mortgages or otherwise transfer the Franchise without Grantor's approval this shall terminate the Franchise and require a new application and a new

Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.

Section 15. Miscellaneous Provisions

- a. Grantor may, upon reasonable notice, inspect the premises, vehicles, equipment and personnel of Grantee to ensure compliance with this Franchise and perform any other inspections that may be required.
- b. Grantee shall make available for inspection by the State of North Carolina, the Grantor, or their designated representatives, Grantee's EMS Services, its equipment and the premises designated in the application and all records relating to its maintenance and operations as such.
- c. Grantee shall cooperate with the Grantor to educate the public concerning injury prevention and community health.
- d. Grantee's staff shall not wear or carry any firearms or weapons as defined by law, which does not include tools that aid in providing services. The foregoing restriction shall not be construed to apply to equipment used by Grantee to provide EMS Services.
- e. Grantee shall post its Franchise Certificate, issued to it by the Grantor, in a readily visible location at the Grantee's base of operations for the EMS Service.
- f. Grantee shall not allow its Franchise Certificate to be defaced, removed, or obliterated.
- g. Grantee shall comply with all applicable law and Grantor's policies and procedures related to confidentiality of medical information, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Section 16. Termination Provisions

- a. Grantee may terminate this Franchise with 60 days written notice to Grantor and the Grantor may revoke the Franchise in the event of noncompliance with the provisions of the EMS Ordinance or this Franchise Agreement. After a notice of services termination is given, the Grantee may reapply for a franchise if a continued service is desired.
- b. Upon suspension, revocation, termination or a stay by the Emergency Services Director of this Franchise, Grantee shall immediately cease all operations authorized by this Franchise.

- c. Upon suspension, revocation, termination of a driver's license such person shall cease to operate a EMS Service Vehicle. Upon suspension, revocation or termination of an attendant's certificate (i.e., Medical Responder, EMT, EMT-I or EMT-P) by the Office of Emergency Medical Services or by the Medical Director, such person shall cease to attend patients or otherwise provide medical care. Grantee shall not permit the foregoing person to drive their EMS Service Vehicle or provide medical care in conjunction with EMS Services, if Grantee is found to have notice of or should have had notice of such suspension, revocation or termination at the sole discretion of the Grantor this shall terminate the Franchise and shall require a new application and a new Franchise in conformance with all the requirements of the EMS Franchise Ordinance, as amended and in effect at the time of franchising.
- d. In the event that Grantee shall at any time during the Franchise desire to sell any of the real or personal property identified in Exhibit B (hereinafter "Asset" or "Assets"), which is hereby incorporated by reference, pursuant to a bona fide offer to a bona fide offer which it shall have received, it shall offer to sell any such Asset or Assets (hereafter "Asset or Assets for Sale) to Grantor at the same process as that contained in such bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer. The offer to Grantor to sell an Asset shall be in writing and shall include a copy of the bona fide offer for the Asset received by the Grantee. Grantor shall have 60 days from and after receipt thereof to decide whether or not to purchase the Asset or Assets for Sale at such price. If Grantor shall give notice of intent not to purchase or shall give no notice within the time herein limited, Grantee may accept such offer and proceed with the sale thereunder. If Grantor notifies Grantee that it elects to purchase the Asset or Assets for Sale at such price, the parties shall enter into a contract of purchase and sale forthwith. Such contract shall provide, among other things, for the conveyance of good and marketable title by warranty deed. Upon dissolution of the Grantee pursuant to N.C. Gen. Stat. § 55A-14-1, et seq., the Assets shall be either: (a) distributed to one or more appropriately receiving successor Franchisee (s) that will carry on, In Orange County, the functions of ambulance, first or medical responder, rescue or other related emergency services meeting one or more exempt purposes within the meaning of 501(c)(3) of the Internal Revenue code (or the corresponding section of any future federal tax code) or (b) distributed to the grantor for the foregoing public purposes. This subsection 16(d) of this EMS Service Franchise survives the termination of the Franchise.

Section 17. Forum for Litigation

Any litigation between the Grantor and Grantee arising under or regarding the Franchise shall occur, if in the North Carolina courts, in Orange County Superior Court or District Court having jurisdiction thereof, or if in the federal courts, in the United States District Court for the Middle District of North Carolina.

Section 18. Notice

Any notice provided for under the Franchise shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Grantor:

Orange County Emergency Services
Post Office Box 8181
Hillsborough, North Carolina 27278
Attn: Emergency Services Director
(919) 245-6100

If to the Grantee:

Section 19. Severability

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 20. Reservation of Rights

Notwithstanding any other provision of the Franchise, Grantor and Grantee reserve all rights that they may possess under the law unless expressly waived herein. Nothing herein shall constitute a waiver of rights of either party, provided, however, that both parties warrant and represent that, as of the effective date of the Franchise, they are not aware of any provision in the Franchise that is contrary to applicable law.

Section 21. Penalties and Remedies

University of North Carolina at Chapel Hill
Campus EMS
EMS Franchise Agreement
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- a. A violation of any provision of this Franchise Ordinance or other failure of the Grantee to abide by the provisions of this Franchise shall subject the Grantee to a civil penalty of five hundred (\$500) dollars. If Grantee fails to pay this penalty within ten (10) days after being cited for a violation, the Grantor may seek to recover the penalty by filing a civil action in the nature of a debt.
- b. A violation of any provision of this Franchise Ordinance by the Grantee shall constitute a misdemeanor, punishable as provided in N.C. Gen. Stat. § 14-4.
- c. The Grantor may seek to enforce this Franchise Ordinance through any appropriate equitable action.
- d. Each day that a violation continues of this Franchise Ordinance after the Grantee has been notified of the violation shall constitute a separate offense.
- e. The Grantor may seek to enforce this Franchise Ordinance by using any one or any combination of the foregoing remedies.

Section 22. Non-discrimination

The Grantee shall not discriminate in any manner on the basis or factors prohibited by law.

Section 23. Acceptance by Grantee

This Franchise and all of its terms and provisions shall be accepted by Grantee in writing in the form hereinafter set forth within thirty (30) days of the grant of this Franchise by the Grantor and when accepted shall be filed with Grantor's Clerk who shall record the same in the Book of Ordinances.

Such written acceptance may be upon or at the end of a copy of this Franchise Ordinance and it shall state and express the acceptance of said Franchise and its terms, conditions and provisions; and Grantee shall agree in said written acceptance to abide by, to observe and to perform the same according to all of its terms and provisions, subject to applicable state and federal law and shall declare that statements and recitals contained on said Franchise are correct and that it has made and does make the agreements and statements set forth in this Franchise. Acceptance herein referred to shall be in the following form:

The undersigned, _____, in his/her capacity as _____ of the _____ and on behalf of that agency, does hereby accept and approve the foregoing and attached Franchise and all of its terms and conditions; and in consideration of the benefits and privileges granted to it

University of North Carolina at Chapel Hill

Campus EMS

EMS Franchise Agreement

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**EXHIBIT A TO EMS SERVICES FRANCHISE FOR University of North
Carolina at Chapel Hill
FRANCHISE DISTRICT**

Geographic Location: UNC Campus

EXHIBIT B TO EMS SERVICES FRANCHISE FOR 2020ASSETS

1. Real Estate and Improvements

<u>Address</u>	<u>Estimated Property Value</u>
(UNC Campus EMS will be staffed from UNC Campus Health, they will not own UNC Campus Health)	

2. Personal Property

<u>Type</u>	<u>*Estimated Replacement Value</u> <u>(as of January 1, 2019)</u>
Safety Equipment	\$1,572.30
EMS Supplies	\$19,400.49
Golf Cart	\$1,215.00

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT**
Meeting Date: December 7, 2020

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

SUBJECT: Board of Equalization and Review

DEPARTMENT: Tax, County Attorney

ATTACHMENT(S):

INFORMATION CONTACT:

Nancy Freeman, Tax Administrator, 245-2735

John Roberts, County Attorney, 245-2318

PURPOSE: To remove one member of the Board of Equalization and Review.

BACKGROUND: This item was brought to the County Attorney's attention by a staff attorney and staff in the tax department.

It is recommended one member, Ms. Pamela Davis, be removed from the Board of Equalization and Review. There remains only one meeting of this board, currently scheduled for February 2021 before a new board is appointed to serve. In the interim, the Board of County Commissioners may appoint Hunter Beattie to serve as Chair for the final meeting.

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

ENVIRONMENTAL IMPACT: There is no environmental impact associated with this declaration.

SOCIAL JUSTICE IMPACT: There is no social justice impact associated with this declaration.

RECOMMENDATION(S): The Chair recommends the Board remove Ms. Pamela Davis from the Board of Equalization and Review and appoint Hunter Beattie to serve as Chair of the Board of Equalization and Review until such time as a new board is appointed.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

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

SUBJECT: Orange County Arts Commission 2020-21 Annual Grant Recipients and 2020 Operations Support Grants

DEPARTMENT: Orange County Arts Commission

ATTACHMENT(S):
2020-21 Grant Awards Spreadsheet
2020 Operational Support Grants
Spreadsheet

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

PURPOSE: To acknowledge local artists and arts organizations receiving 2020-21 Orange County Arts Grants and 2020 Operating Support Grants.

BACKGROUND:

Orange County Annual Grants Cycle

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

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

TOTAL	
NC Arts Council Funding	\$36,963.00
Orange County Funding	\$28,800.00
TOTAL AVAILABLE FUNDING	\$65,763.00
Total dollar amount requests	\$99,754
Total grants awarded	37, or 77% of applications
Total applications received	48
Total first-time applicants	11, or 23% of applicants
First-time applicants awarded	9, or 24% of grants

The OCAC grant review and awards process:

1. The grant application process is typically open for two full months, however, due to delays caused by COVID-19, this year's application period was open for one month (July 15 – August 14). Two virtual training sessions took place and the OCAC director was available for one-on-one meetings.
2. Due to the impact of COVID-19 on schools, the school application cycle was postponed until a better idea of how school arts programming would take place during the 2020-21 school year was obtained. The application cycle for schools was October 30 – November 13.
3. After the due date, the OCAC director conducted an initial compliance review. Applications were checked for insufficient/missing financial documents, missing work samples, and completion of the correct type of application. Applications found noncompliant are considered disqualified.
4. 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.
5. Non-governmental Grassroots Arts Program (GAP) applicants were also evaluated by a Financial Review Panel who examined submitted financial documents to determine financial solvency and stability. Factors considered include the ratio of administrative or fundraising expense in overall budget, as well as a deficit or surplus without explanation and/or stated plan.
6. Each panel met virtually to evaluate assigned applications. Feedback, first strengths and then challenges, was offered by panelists and recorded by OCAC staff. After discussion, each panelist submitted a score through the online platform for each of the categories below. After all scores are submitted, the director records the final average score per applicant.
7. The scoring rubric for this year's grant program was as follows:
 - GRASSROOTS ARTS PROGRAM GRANTS
 - Artistic Merit – 35%
 - Community Impact – 30%
 - Program Management – 15%
 - Financial Review – 10%
 - NC Arts Council Priority of Funding – 10%
 - ARTIST PROJECT GRANTS
 - Artistic Merit – 40%
 - Community Impact – 40%
 - Program Management – 20%
8. Funding decisions (other the schools) were made at the September 2020 Advisory Board meeting. This year, funds were divided based on the percentage of applicants from each category. Artists represented 52% of applications and organizations 48%; therefore, our pool of funding was divided subsequently.
9. Organizational applications were funded based on their score less 15% (to make the funds go farther), e.g., an application with a score of 73 would receive 73% of their request minus 15%. Artist applications were funded based on their score less 10%.
10. All applicants were notified of the panel's decisions. All GAP applicants received panel feedback; APG could receive feedback upon request.

11. This year's school applicants did not go through the usual review process, which is typically the same as all GAP applicants. Only three applications were received, all three presenting high-quality proposals. OCAC staff requested a virtual approval of the three applicants from the Advisory Board which was unanimously approved in November, 2020.

Orange County Arts Operational Support Grants

In September 2020, a new Operational Support Grant Program was approved by the Board of County Commissioners to support local arts organizations in response to the devastating impact of COVID-19. \$50,000 of Article 46 funding was allocated for the program, citing a need to support the nonprofit arts industry that contributes \$130M annually to the local economy and employs approximately 4,000 residents.

In order to be eligible, organizations had to meet the following criteria:

1. An Orange County, NC-based nonprofit organization with an arts or cultural-based mission.
2. Have been in operation for at least three years.
3. Are not an entity of federal, state, or local government.

A panel of OCAC Advisory Board members reviewed the applications. Thirteen of fourteen applications were funded, with award amounts being based on organizational budget size.

FINANCIAL IMPACT:

Orange County Annual Grants Cycle

\$47,500.30 was awarded to eighteen artists, fifteen nonprofit organizations, and three schools during the 2020-21 grants cycle. \$36,963 of the available funds was from the North Carolina Arts Council Grassroots Arts Program; the remaining \$28,800 was from Orange County.

The remaining \$18,262.70 of grant funding will be used for the OCAC Arts in Education partnership program with The ArtsCenter, as well as several additional arts projects that will ensure artistic merit and multicultural programming, per guidelines from the NC Arts Council.

Orange County Arts Operational Support Grants

\$50,000, allocated from Article 46 tax, was awarded to thirteen nonprofit arts organizations.

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

GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY

The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex; gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status. The impact for traditionally under-served populations and geographic location is a part of the grant evaluation criteria across all of the Commission's grant categories.

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

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

Highlighted rows represent non-funded applicants

Applicant	Grant Title	Request	Grant (OCAC)	Grant (NC)
Ackland Art Museum	<i>Salary Support for the Ackland Art Museum</i>	\$3,000.00	\$1,526.00	
Boyd, Amanda	Colonial Inn Book Product	\$2,000.00	\$1,214.00	
Burch, Milbre	Sometimes I Sing - Community Performances/Screenings	\$2,000.00	\$1,640.00	
Cataneo, Emily / Arshia Simkin	<i>Creative Writing Class for Orange County Residents</i>	\$2,000.00	\$1,605.00	
Chapel Hill-Carrboro Public School Foundation	<i>NC Jazz Ensemble for Fifth Graders</i>	\$1,500.00		\$683.00
Chapel Hill-Carrboro Public School Foundation	Masterclasses for CHCCS Middle and High Schools	\$1,000.00		
Chapel Hill-Carrboro Public School Foundation	Ceramics with Delores Hayes	\$1,500.00		\$698.00
Chapman, Dr. Iris Thompson	<i>Saving Central: A Legacy to Behold</i>	\$2,000.00	\$1,604.00	
Chelsea Theater	General Operating Support for Chelsea Theater	\$3,000.00		\$1,534.00
Crosby, Jerstin	Visual art exhibition at Attic 506 in Chapel Hill	\$1,374.96		
Daylight Community Arts Foundation	Program Support for Daylight Community Arts Foundatio	\$3,000.00		\$1,426.00
East Chapel Hill HS Band and Orchestra	Guest Clinician For ECHHS Jazz Ensemble	\$400.00		\$400.00
Eimers, Jo Leslie / Russel Knop	<i>Ceramic Sculpture Class at Passmore Senior Center</i>	\$2,000.00	\$1,525.00	
Flood, Brittney	project eNCourage	\$1,300.00		
Franklin Street Arts Collective adb FRANK Gallery	Operational Grant for rent and utilities for FRANK Gallery	\$3,000.00		\$1,398.00
Haggerty, Meredith / Erin McCluskey Wheeler	Collage Stop Mail: Collage In The Time of Corona	\$1,225.00	\$863.00	
Hillsborough Arts Council	Hillsborough Arts Council Salary Support	\$5,000.00		\$2,533.00
Institute of Art Therapy, Inc. dba Art Therapy Insti	Rent Support for the Art Therapy Institute	\$3,000.00		\$1,454.00
ISLA	Arts for ISLA's Actividades Extra Escolares	\$2,935.00		\$1,429.00
Jenne, George / Amanda Barr	"My Room" project space	\$2,000.00	\$1,363.00	
Jordy, Tinka	Art in the Garden Sculpture Exhibition 2021	\$2,000.00	\$1,656.00	
Kapadia, Ramya	Festival of Villains (Week-long community engagement +	\$2,000.00		
LEVEL retreat	Local artist residencies at LEVEL retreat	\$2,000.00	\$1,548.00	
McDougle Elementary School PTA	Cultural Performances at McDougle Elementary School	\$600.00		\$600.00
Molina, Christian	<i>Funds to purchase video camera.</i>	\$2,000.00		
Murasugi, Chieko / Sarah Elizabeth Cornejo / Laur	<i>BASEMENT Art Space Programs</i>	\$2,000.00	\$1,391.00	
Nadeau, Emma	Audioplays about Women for Young Audiences	\$1,500.00	\$1,168.00	
North Carolina Arts in Action	Providing life skills through dance, music and performanc	\$3,000.00		\$1,561.00
North Carolina Boys Choir and Girls Choir	Operating Expenses for FY 2020-2021 in support of NC Bo	\$2,400.00		
Oakes, Kelly	To See and Be Seen. To Know and Be Known.	\$2,000.00	\$1,273.00	
Orange County Historical Museum	<i>Yesah, Journeys of the Occaneechi Lecture Series</i>	\$1,000.00		\$516.00
Orange County Historical Museum	The Most Wonderful Adventures of Orange County Dogs	\$3,000.00		
PTA North Carolina Congress - Hillsborough Eleme	Cultural Arts Program at Hillsborough Elementary School	\$1,100.00		\$1,100.00
Puppet Show Incorporated	<i>Folk Tales Around the World Puppet Project</i>	\$1,080.00		\$525.00
Scharding, Sallie	<i>Video and Audio Production Studio Equipment Needs</i>	\$2,000.00		
Shepperson, Soteria N.	I AM SOTERIA & FRIENDS : TURNING THE TABLES	\$2,000.00	\$1,507.00	
Sisters' Voices	Salary Support for Managing Director	\$3,000.00		
Slade, Marcela	<i>Funds for sladesign Fashion Show 2020 ROOTS</i>	\$2,000.00	\$1,541.00	
Tarlton, Gage	<i>Virtual Performance of North Carolina Play</i>	\$1,340.00	\$1,041.00	
Town of Chapel Hill Community Arts & Culture/Ch	NAACP Youth Council Designed Art Bus	\$3,000.00		\$1,399.00

Tyroler, Barbara	Seeing-Trees; Portraits of Memory Inspired through Contr	\$2,000.00	\$822.30	5
University of North Carolina at Chapel Hill/PlayMa	Project support for world premiere production, EDGES O	\$3,000.00	\$1,495.00	
VOICESChapelHill	Commissioning a "Face" for VOICES at Forty	\$3,000.00		
VOICESChapelHill	Salary Support for VOICES Chapel Hill Chorus	\$3,000.00		\$1,401.00
Wagg, Ginger / CJ Suitt	The Dig In art & community space	\$2,000.00	\$1,262.00	
Womens' Voices Chorus	Salary Support for Womens' Voices Chorus	\$2,500.00		\$1,210.00
Young, Donn / Renee Price / Fred Joiner / Mike Og	Creating [Comm]unity	\$2,000.00	\$1,589.00	
		\$99,754.96	\$27,633.30	\$19,867.00

NOT ELIGIBLE	REASON		
Cedar Ridge High School	Schools not eligible until fall cycle		
Sashani Brown	Artist/project not in Orange County		

Orange County Operational Support Grants

Highlighted rows represent non-funded applicants

Applicant	Request (\$5k max)	Estimated losses March - October 2020	Grant
The ArtsCenter	\$5,000.00	\$350,000.00	\$5,000.00
Art Therapy Institute of NC	\$5,000.00	\$36,000.00	\$5,000.00
Chelsea Theater	\$5,000.00	\$100,000.00	\$5,000.00
Daylight Community Arts Foundation	\$5,000.00	\$50,000.00	\$3,000.00
FRANK Gallery	\$5,000.00	\$23,000.00	\$4,000.00
Hidden Voices	\$5,000.00	\$18,000.00	\$3,000.00
Hillsborough Arts Council	\$5,000.00	\$33,694.00	\$4,000.00
Music Maker Relief Foundation	\$5,000.00	\$200,000.00	\$5,000.00
North Carolina Arts in Action, Inc.	\$5,000.00	\$85,000.00	\$5,000.00
Public Gallery of Carrboro (WCOM)	\$1,000.00	\$3,085.00	\$0.00
Sisters' Voices	\$5,000.00	\$6,600.00	\$3,000.00
Triangle Youth Ballet	\$5,000.00	\$76,372.00	\$5,000.00
VOICESChapelHill	\$5,000.00	\$14,454.00	\$3,000.00
	\$61,000.00	\$996,205.00	\$50,000.00

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 7, 2020

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

SUBJECT: Voluntary Agricultural District Designation: Multiple Farms

DEPARTMENT: DEAPR –
Soil and Water Conservation

ATTACHMENT(S):
Overall Map, Applications and Maps

INFORMATION CONTACT:
David Stancil, (919) 245-2510
Peter Sandbeck, (919) 245-2517

PURPOSE: To consider applications from eleven (11) landowners/farms to certify qualifying farmland within the Caldwell, Cane Creek/Buckhorn, Cedar Grove, New Hope, Schley/Eno and White Cross Voluntary Agricultural Districts; and enroll the lands in the Orange County Farmland Preservation Program's Voluntary Agricultural District program.

BACKGROUND: Orange County's Voluntary Farmland Preservation Program was started in 1992. To date there are 123 farms; in both the Voluntary Agricultural District (VAD) and the Enhanced Voluntary Agricultural District (EVAD) program; totaling 15,531* acres.

The County's Voluntary Farmland Protection Ordinance (VFPO) outlines a procedure for the Agricultural Preservation Board to review and approve applications for qualifying farmland, and to make recommendations to the Board of Commissioners concerning the establishment and modification of agricultural districts. Section VII of the VFPO contains the requirements for inclusion in a voluntary agricultural district. To be certified as qualifying farmland, a farm must:

- a) Be located in the unincorporated area of Orange County;
- b) Be engaged in Agriculture as that word is defined in NC GS 106-581.1
- c) Be certified by the Natural Resources Conservation Service (NRCS) of the United States Department of Agriculture as being a farm on which at least two-thirds of the land is composed of soils that are best suited for providing food, seed, fiber, forage, timber, forestry products, horticultural crops and oil seed crops;
- d) Be managed in accordance with the Natural Resources Conservation Service and NC Soil and Water Conservation Service defined erosion-control practices that are addressed to said highly-erodible land; and have a current conservation farm plan and/or forestry management plan associated with the current usages and owner;
- e) Be the subject of a non-binding conservation agreement, as defined in N.C.G.S. §121-35, between the County and the owner that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable County zoning and subdivision regulations.

The Orange County Agricultural Preservation Board reviewed the findings of the staff assessments for the attached applications for the Orange County Voluntary Agricultural District program at their regular meetings in September and November, 2020. All farm applications were reviewed and verified to have met or exceeded the minimum criteria for certification into the program.

The Agricultural Preservation Board voted to recommend approval of the certification for these eleven (11) farms, and their inclusion in the Voluntary and/or the Enhanced Voluntary Agricultural District programs. The certification documentation is on file in the DEAPR/Soil and Water Conservation District office. The farms are described briefly below:

Brief Farm Descriptions:

- 1) Owners Michael Hughes and Dale Morgan have submitted an application to enroll one (1) parcel of land totaling 29.26 acres as qualifying farmland for the Enhanced Voluntary Agricultural District program (EVAD) in the Cane Creek/Buckhorn Agricultural District. The farm operation includes apiary, grasses, and plans for livestock in the future, in addition to managed woodland.
- 2) Owners Randy and Theresa Pope have submitted an application to enroll four (4) parcels of land totaling 127.74 acres as qualifying farmland for the Voluntary Agricultural District (VAD) program in the Cedar Grove Agricultural District. The farm operation includes grain crops, soybeans, poultry and managed woodland.
- 3) Owner Charles Edens has submitted an application to enroll one (1) parcel of land totaling 32.92 acres as qualifying farmland for the Voluntary Agricultural District (VAD) program located in the Cedar Grove Agricultural District. The farm includes livestock, pasture, and managed woodland.
- 4) Owner Matthew Pinkston has submitted an application to enroll one (1) parcel of land totaling 26.32 acres as qualifying farmland for the Voluntary Agricultural District (VAD) program in the Cedar Grove Agricultural District. The farm operation includes fescue grass/ hay crops.
- 5) Owners Stanley Hughes, Linda Leach, and Bennie Hughes heirs have submitted an application to enroll two (2) parcels of land totaling 52.28 acres as qualifying farmland for the Voluntary Agricultural District (VAD) program located in the Caldwell and Cedar Grove Agricultural District. The farm includes tobacco, sweet potatoes, vegetable crops and managed woodland.
- 6) Owners Michael and Betsy Parker have submitted an application to enroll three (3) parcels of land totaling 111.41 acres as qualifying farmland for the Voluntary Agricultural District (VAD) program in the Caldwell Agricultural District. The farm operation includes tobacco, corn, grain, soybeans, and managed woodland.
- 7) Owners NCSU--Breeze Farm, have submitted an application to enroll two (2) parcels of land totaling 269.22 acres as qualifying farmland for the Voluntary Agricultural District (VAD) program in the Schley/Eno Agricultural District. The farm operation is a farm incubator for new farmers with the NC Cooperative Extension Service and includes vegetables, flowers, livestock, pasture, corn, grain, soybeans, and managed woodland.

- 8) Owners Isaac and Sharon Lau have submitted an application to enroll one (1) parcel of land totaling 37.8 acres as qualifying farmland for the Voluntary Agricultural District (VAD) program in the Cedar Grove Agricultural District. The farm operation includes pasture and hayland for livestock and managed woodland.
- 9) Owner Peggy Fuller has submitted an application to enroll one (1) parcel of land totaling 116.16 acres as qualifying farmland for the Voluntary Agricultural District program (VAD) in the Cedar Grove Agricultural District. The farm operation includes hayland and managed woodland.
- 10) Owner Watt Parker has submitted an application to enroll two (2) parcels of land totaling 172.91 acres as qualifying farmland for the Voluntary Agricultural District program (VAD) in the Cedar Grove Agricultural District. The farm operation includes hayland, pastures for livestock and managed woodland.
- 11) Owner Greg Bohlen (Bohlen Farms/Bandit Farms LLC/Bandit Farms II/Union Grove Farm) has submitted an application to enroll seventeen (17) parcel of land totaling 512 acres as qualifying farmland for the Voluntary Agricultural District program (VAD) in the New Hope and White Cross Agricultural Districts. The farm operation includes vineyards, grasses and managed woodland.

FINANCIAL IMPACT: There is no fiscal impact associated with this item. Voluntary Agricultural Districts are non-monetary and non-binding conservation agreements. Enhanced Voluntary Agricultural Districts are non-monetary and are binding 10-year conservation agreements.

SOCIAL JUSTICE IMPACT: ENSURE ECONOMIC SELF-SUFFICIENCY

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

The Orange County Voluntary Agricultural District Program ordinance conserves, protects and encourages the preservation and improvement of agricultural land within the County boundaries as a critical component of the County's cultural and rural character and its economy by virtue of the production of food, fiber and other products. The purpose of this Ordinance is to reduce the loss of productive and existing farmland by promoting agricultural values and the general welfare of the County, recognize the existence of important farmlands by seeking to minimize risks of nuisance suits that arise from the onset of other land uses, encourage participation in voluntary programs to preserve and protect farmland from non-farm development and increase identity and awareness of the agricultural community, and its role in the economic and cultural quality of life for all County residents. (from the Orange Co. Farmland Preservation/ VAD program ordinance)

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

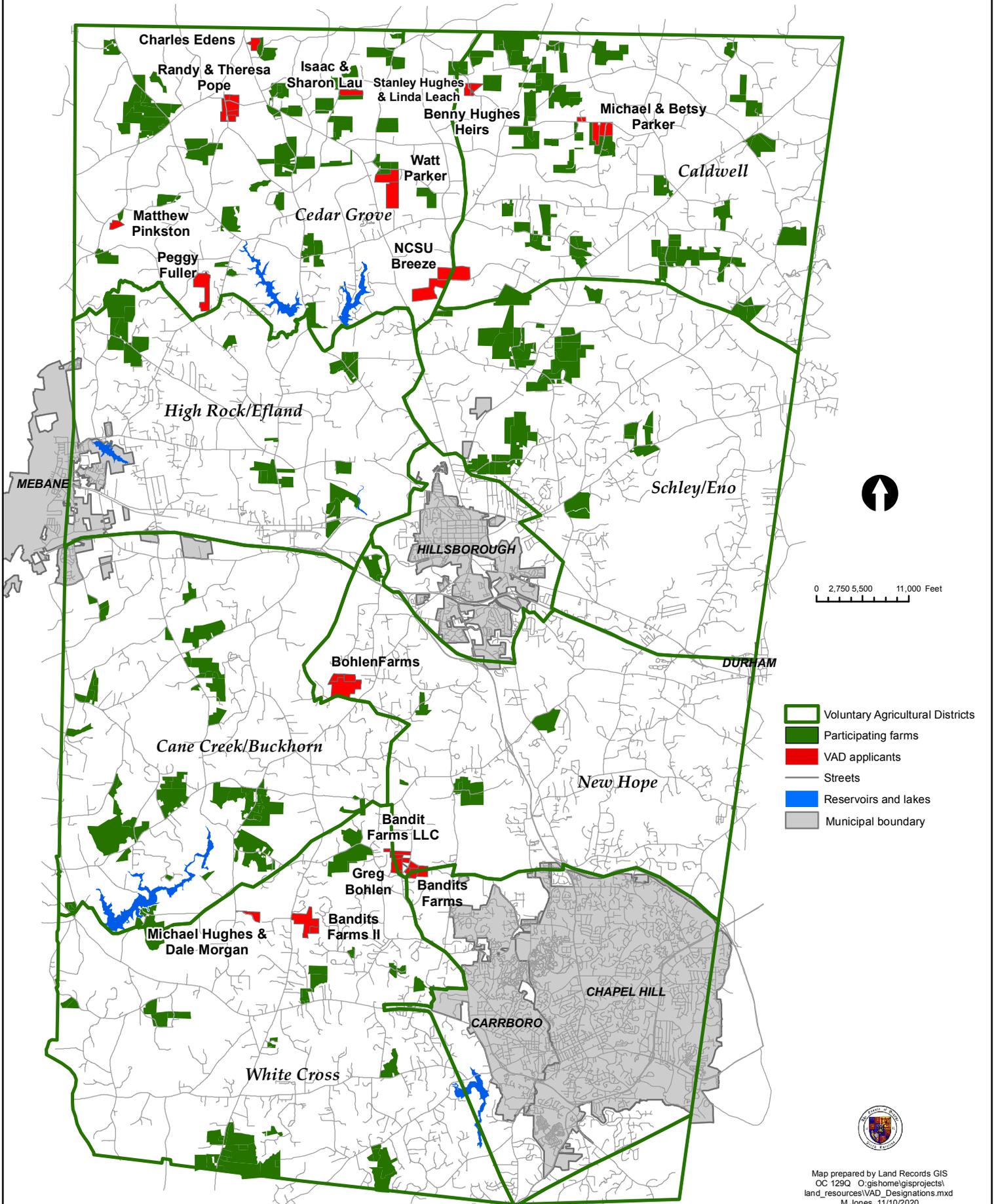
- **ENERGY EFFICIENCY AND WASTE REDUCTION**
Initiate policies and programs that: 1) conserve energy; 2) reduce resource consumption; 3) increase the use of recycled and renewable resources; and 4) minimize waste stream impacts on the environment.
- **RESULTANT IMPACT ON NATURAL RESOURCES AND AIR QUALITY**
Assess and where possible mitigate adverse impacts created to the natural resources of the site and adjoining area. Minimize production of greenhouse gases.

RECOMMENDATION(S): The Manager recommends that the Board certify the eleven (11) farm properties noted above totaling 1489 acres*; designate them as Voluntary Agricultural District farms within the Caldwell, Cane Creek/Buckhorn, Cedar Grove, New Hope, Schley/Eno and White Cross Voluntary Agricultural Districts; and enroll the lands in the Orange County Farmland Preservation Program's Voluntary Agricultural District (VAD) program.

With approval of these acres, the Orange County Farmland Preservation program, will have enrolled 134 farms; totaling 14,425 acres* in the VAD and 2,595* acres in the EVAD for a total of 17,020 acres* in the program.

*acres are rounded numbers

Voluntary Agricultural Districts



Application for Orange County
Farmland Preservation Program
Voluntary and Enhanced Voluntary Agricultural District Program

EVAD⁶
2019-20
Feb.
12-
20

INSTRUCTIONS:

Before completing the application, please review the VAD/EVAD brochure provided;
Complete the form as completely as possible; sign and date the form, and return to:

Orange County Dept. of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 Phone: 919-245-2750

APPLICANT:

Name: MICHAEL MITCHES & DALE A. MORGAN

Address: 3815 FERN CREEK LANE

City: CITADEL HILL State: NC Zip Code: 27516

Phone Number (Day): 919-270-6462 Evening): 919-932-7055

E-Mail: mmh@mmhpe.com dale@ferncreekillustrations.com

PROPERTY INFORMATION:

Property Location/Address(s): SAME AS ABOVE

Agriculture District /Township: Cane Creek Buckhorn BINGHAM TOWNSHIP *gms*

Parcel Identification Number (PIN): 9840513908 Acres 30 29.26

Parcel Identification Number (PIN): _____ Acres _____

Total Number of Acres on all tracts of land: 29.26

Does this land have a plan on file with the USDA-Natural Resources Conservation Service or the NC Forest Service?

Yes: No: _____ If "No", please complete last page of form

Is the land enrolled in Present Use Value taxation program with Orange County Tax Office?

Yes: No: _____ If "No", please complete last page of form

CONSERVATION AGREEMENT DETAIL of VAD and EVAD:

Voluntary Agricultural District (VAD) conservation agreements are for a period of ten years. The landowner may revoke the agreement through a written request to the Orange County Agricultural Preservation Board. A Conservation Agreement for land within a Voluntary Agricultural District shall be automatically renewed for an additional term of ten years unless either the Agricultural Preservation Board or the landowner(s) gives written notice to the contrary prior to the termination date of the Conservation Agreement. At the end of each ten-year term, the Conservation Agreement shall automatically renew for an additional ten-year term unless notice of termination is given.

Enhanced Voluntary Agricultural District (EVAD) conservation agreements are for a period of ten years, but cannot be revoked during the term of the agreement. EVAD enrollment, however, offers landowners additional benefits such as a higher percentage of cost-share funds under the Agricultural Cost Share Program. A Conservation Agreement for an Enhanced Voluntary Agricultural District shall be deemed automatically renewed for an additional term of three years unless either the Agricultural Preservation Board or the landowner(s) gives written notice to the contrary prior to the termination date of the Conservation Agreement. At the end of each three-year term the Conservation Agreement shall automatically renew for an additional three-year term unless notice of termination is given.

I [We] have read the Conservation Agreement details above and I [we] understand the benefits of the VAD and/or EVAD program.

Please mark which designation you are requesting enrollment and sign below.

I [WE] ARE SEEKING DESIGNATION AS A **VOLUNTARY AGRICULTURAL DISTRICT**

I [WE] ARE SEEKING DESIGNATION AS AN **ENHANCED VOLUNTARY AGRICULTURAL DISTRICT**

SIGNATURE 

DATE 2/12/20

OWNER[S] CERTIFICATION:

I [We], the applicant[s] and landowner(s), hereby certify that, to the best of my [our] knowledge, the foregoing application is complete and accurate. (All landowners or a designated representative of the family may sign this application.)

Signature: 

Date: 2/12/20

Signature: 

Date: 2/12/20

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Please complete this section for general information about your farm and to help staff
Update or develop a conservation plan for the farm.

1. How long have you owned and your farm? 23 years
2. How long have you lived on your farm? 22 years
3. How many acres on your farm are under cultivation? 1.5 acres (estimate)
4. What are the major crops you plant each year?
HONEY BEE - APIARY
PLANNING ON SHARP THIS YEAR ON NEXT
6. How many acres on your farm are used for pasture? 1.5 acres (estimate) PLANNED
7. How many acres on your farm are used for woodland/forestry? 27 acres (estimate)
8. If your family has owned and operated the farm over 100 years, would you be interested in the Century Farm Program? This is an Orange County and NC Dept. of Agriculture recognition program for family farms that have continued to farm for over 100 years. yes no

Volunteer opportunity:

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If you are interested in being a potential member of the Agricultural Preservation Board, please indicate and signing below.

Yes, please inform me when a position on the APB is available.

No, thank you- not at this time.

Signature: *Wendy Murphy Lee*

For questions or more information, please contact:

Orange County Department of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 (919) 245-2750 (Office) (919) 644-3351 (fax)

For more detailed information about the Voluntary Farmland Program:

Please refer to the Orange County Voluntary Farmland Preservation Program Ordinance, which can be found in Chapter 48 of the Orange County Code of Ordinances, at the following link: <http://library.municode.com/index.aspx?clientId=14983> or staff can provide a copy for you.



 Michael Hughes & Dale Morgan Farm (29.26 acres)

2017 aerial



1 inch = 553 feet

DEAPR
 Land Records GIS Div. 08/11/2020
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 land_resource\VAD_Site-Aerial-Vicinity.mxd



VAD
10
3-14-20

Application for Orange County
Farmland Preservation Program
Voluntary and Enhanced Voluntary Agricultural District Program

INSTRUCTIONS:

Before completing the application, please review the VAD/EVAD brochure provided;
Complete the form as completely as possible; sign and date the form, and return to:

Orange County Dept. of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 Phone: 919-245-2750

APPLICANT:

Name: Randy and Theresa Pope

Address: 3315 McDade Store Road

City: Cedar Grove State: NC Zip Code: 27231

* Phone Number (Day): _____ (Evening): _____

* E-Mail: 336-269-4639 R / 336-260-6998 T
love1missie@yahoo.com

PROPERTY INFORMATION:

Property Location/Address(s): Located in Cedar Grove / McDade Store Rd.

Agriculture District /Township: Cedar Grove Agriculture District

Parcel Identification Number (PIN): 9849188928 Acres 10.1 (Home)

Parcel Identification Number (PIN): 9849274935 Acres 82.11

Parcel Identification Number (PIN): 9849274038 Acres 18.42

Parcel Identification Number (PIN): 9849264512 Acres 17.11

Parcel Identification Number (PIN): _____ Acres _____

Parcel Identification Number (PIN): _____ Acres _____

Total Number of Acres on all tracts of land: 127.74

Does this land have a plan on file with the USDA-Natural Resources Conservation Service or the NC Forest Service?

Yes: No: _____ If "No", please complete last page of form

Is the land enrolled in Present Use Value taxation program with Orange County Tax Office?

Yes: No: _____ If "No", please complete last page of form

CONSERVATION AGREEMENT DETAIL of VAD and EVAD:

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I [We] have read the Conservation Agreement details above and I [we] understand the benefits of the VAD and/or EVAD program.

Please mark which designation you are requesting enrollment and sign below.

I [WE] ARE SEEKING DESIGNATION AS A **VOLUNTARY AGRICULTURAL DISTRICT**

I [WE] ARE SEEKING DESIGNATION AS AN **ENHANCED VOLUNTARY AGRICULTURAL DISTRICT**

SIGNATURE Randy E Pope

DATE 3-11-20

OWNER[S] CERTIFICATION:

I [We], the applicant[s] and landowner(s), hereby certify that, to the best of my [our] knowledge, the foregoing application is complete and accurate. (All landowners or a designated representative of the family may sign this application.)

Signature: Randy E Pope

Date: 3-11-20

Signature: Theresa B Pope

Date: 3-11-20

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Please complete this section for general information about your farm and to help staff Update or develop a conservation plan for the farm.

1. How long have you owned and your farm? 40^{+/-} years
2. How long have you lived on your farm? 40^{+/-} years
3. How many acres on your farm are under cultivation? 40^{+/-} acres (estimate)
4. What are the major crops you plant each year?
soybeans
6. How many acres on your farm are used for pasture? 0 acres (estimate)
7. How many acres on your farm are used for woodland/forestry? 60^{+/-} acres (estimate)
8. If your family has owned and operated the farm over 100 years, would you be interested in the Century Farm Program? This is an Orange County and NC Dept. of Agriculture recognition program for family farms that have continued to farm for over 100 years. yes no

Volunteer opportunity:

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If you are interested in being a potential member of the Agricultural Preservation Board, please indicate and signing below.

Yes, please inform me when a position on the APB is available.

No, thank you- not at this time.

Signature: _____

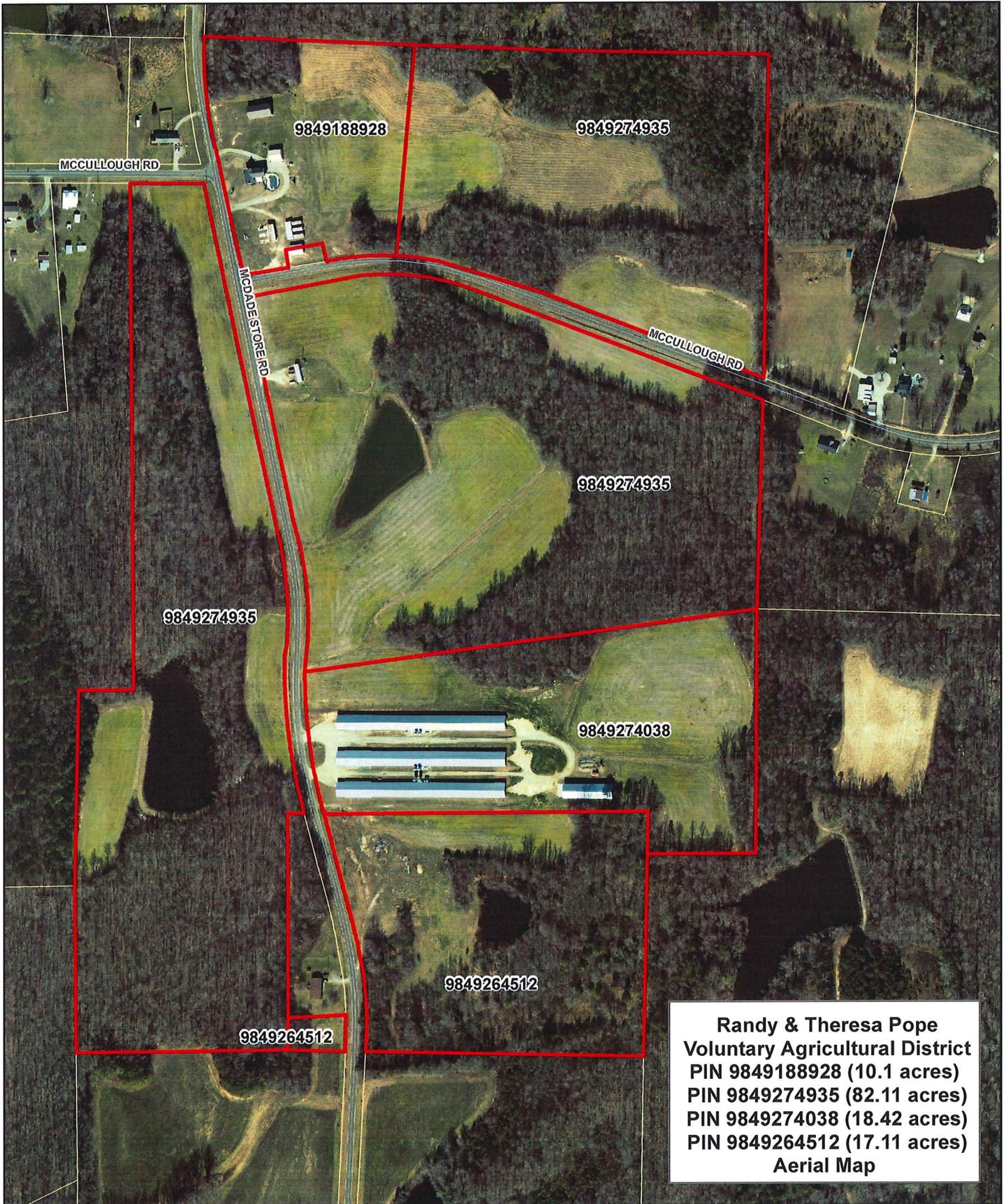
[Handwritten Signature]

For questions or more information, please contact:

Orange County Department of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 (919) 245-2750 (Office) (919) 644-3351 (fax)

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**Randy & Theresa Pope
 Voluntary Agricultural District
 PIN 9849188928 (10.1 acres)
 PIN 9849274935 (82.11 acres)
 PIN 9849274038 (18.42 acres)
 PIN 9849264512 (17.11 acres)
 Aerial Map**

Randy & Theresa Pope Farm (127.74 acres)

2017 aerial



1 inch = 417 feet

DEAPR
 Land Records GIS Div. 08/11/2020
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Application for Orange County
Farmland Preservation Program
Voluntary and Enhanced Voluntary Agricultural District Program

VAD₁₄

4-15-2020
received

VAD

INSTRUCTIONS:

Before completing the application, please review the VAD/EVAD brochure provided;
Complete the form as completely as possible; sign and date the form, and return to:

Orange County Dept. of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 Phone: 919-245-2750

APPLICANT:

Name: Charles Edens

Address: 9811 NC 86 N.

City: Cedar Grove State: NC Zip Code: 27231

Phone Number (Day): (336) 408-0968 (Evening): _____

E-Mail: ~~edens~~ edensmeats@gmail.com

PROPERTY INFORMATION:

Property Location/Address(s): 9811 NC 86 N

Agriculture District /Township: Cedar Grove

Parcel Identification Number (PIN): 9940550393 Acres 32.92

Parcel Identification Number (PIN): _____ Acres _____

Total Number of Acres on all tracts of land: 32.92

Does this land have a plan on file with the USDA-Natural Resources Conservation Service or the NC Forest Service?

Yes: _____ No: _____ If "No", please complete last page of form *pending

Is the land enrolled in Present Use Value taxation program with Orange County Tax Office?

Yes: ✓ No: _____ If "No", please complete last page of form

CONSERVATION AGREEMENT DETAIL of VAD and EVAD:

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I [We] have read the Conservation Agreement details above and I [we] understand the benefits of the VAD and/or EVAD program.

Please mark which designation you are requesting enrollment and sign below.

I [WE] ARE SEEKING DESIGNATION AS A **VOLUNTARY AGRICULTURAL DISTRICT**

I [WE] ARE SEEKING DESIGNATION AS AN **ENHANCED VOLUNTARY AGRICULTURAL DISTRICT**

SIGNATURE *Charles A. Cole*

DATE 4/11/20

OWNER[S] CERTIFICATION:

I [We], the applicant[s] and landowner(s), hereby certify that, to the best of my [our] knowledge, the foregoing application is complete and accurate. (All landowners or a designated representative of the family may sign this application.)

Signature: *Charles A. Cole*

Date: 4/11/20

Signature: *[Signature]*

Date: 4/11/20

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Please complete this section for general information about your farm and to help staff Update or develop a conservation plan for the farm.

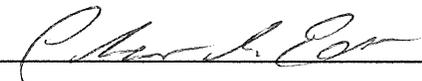
1. How long have you owned and your farm? 6.5 years
2. How long have you lived on your farm? 6.5 years
3. How many acres on your farm are under cultivation? 105 acres (estimate)
4. What are the major crops you plant each year?
livestock: pigs, chickens (broilers/layers), turkeys, mixed
vegetables
6. How many acres on your farm are used for pasture? 5 acres (estimate)
7. How many acres on your farm are used for woodland/forestry? 23 acres (estimate)
8. If your family has owned and operated the farm over 100 years, would you be interested in the Century Farm Program? This is an Orange County and NC Dept. of Agriculture recognition program for family farms that have continued to farm for over 100 years. yes no N/A

Volunteer opportunity:

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If you are interested in being a potential member of the Agricultural Preservation Board, please indicate and signing below.

- Yes, please inform me when a position on the APB is available.
 No, thank you- not at this time.

Signature: 

For questions or more information, please contact:

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 Soil and Water Conservation Division
 P.O. Box 8181 (306 Revere Road)
 Hillsborough, NC 27278 (919) 245-2750 (Office) (919) 644-3351 (fax)

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**Charles Edens
 Voluntary Agricultural District
 PIN 9940550393
 Aerial Map**

 Charles Edens Farm (32.92 acres)



1 inch = 247 feet

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 Land Records GIS Div. 08/12/2020
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Received
6/6/20

VAD
2020
4/29/20

Application for Orange County
Farmland Preservation Program
Voluntary and Enhanced Voluntary Agricultural District Program

INSTRUCTIONS:

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Orange County Dept. of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 Phone: 919-245-2750

APPLICANT:

Name: Matthew M. Pinkston
Address: 5411 Lynch Store Rd
City: Mebane State: NC Zip Code: 27302
Phone Number (Day): 919-260-4172 (Evening): 919-260-4172
E-Mail: Pinkstonmm@gmail.com

PROPERTY INFORMATION:

Property Location/Address(s): 5411 Lynch Store Rd
Agriculture District /Township: Cedar Grove

- Parcel Identification Number (PIN): 9828837915 Acres 26.32
- Parcel Identification Number (PIN): _____ Acres _____

Total Number of Acres on all tracts of land: 26.32

Does this land have a plan on file with the USDA-Natural Resources Conservation Service or the NC Forest Service?

Yes: _____ No: X If "No", please complete last page of form

Is the land enrolled in Present Use Value taxation program with Orange County Tax Office?

Yes: _____ No: X If "No", please complete last page of form

CONSERVATION AGREEMENT DETAIL of VAD and EVAD:

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I [We] have read the Conservation Agreement details above and I [we] understand the benefits of the VAD and/or EVAD program.

Please mark which designation you are requesting enrollment and sign below.

I [WE] ARE SEEKING DESIGNATION AS A **VOLUNTARY AGRICULTURAL DISTRICT**

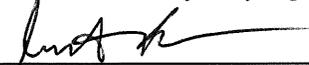
I [WE] ARE SEEKING DESIGNATION AS AN **ENHANCED VOLUNTARY AGRICULTURAL DISTRICT**

SIGNATURE 

DATE 4/28/2020

OWNER[S] CERTIFICATION:

I [We], the applicant[s] and landowner(s), hereby certify that, to the best of my [our] knowledge, the foregoing application is complete and accurate. (All landowners or a designated representative of the family may sign this application.)

Signature: 

Date: 4/28/2020

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Please complete this section for general information about your farm and to help staff Update or develop a conservation plan for the farm.

1. How long have you owned and your farm? 3 years
2. How long have you lived on your farm? .5 years
3. How many acres on your farm are under cultivation? 17 acres (estimate)
4. What are the major crops you plant each year?
Fescue
6. How many acres on your farm are used for pasture? 17 acres (estimate)
7. How many acres on your farm are used for woodland/forestry? 0 acres (estimate)
8. If your family has owned and operated the farm over 100 years, would you be interested in the Century Farm Program? This is an Orange County and NC Dept. of Agriculture recognition program for family farms that have continued to farm for over 100 years. yes no

Volunteer opportunity:

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If you are interested in being a potential member of the Agricultural Preservation Board, please indicate and signing below.

- Yes, please inform me when a position on the APB is available.
 No, thank you- not at this time.

Signature: 

For questions or more information, please contact:

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 Soil and Water Conservation Division
 P.O. Box 8181 (306 Revere Road)
 Hillsborough, NC 27278 (919) 245-2750 (Office) (919) 644-3351 (fax)

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**Matthew M. Pinkston
Voluntary Agricultural District
PIN (26.32 acres)
Aerial Map**

 Matthew Pinkston Farm (26.32 acres)



1 inch = 382 feet

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Land Records GIS Div. 08/13/2020
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land_resource\VAD_Site-Aerial-Vicinity.mxd



Application for Orange County
Farmland Preservation Program
Voluntary and Enhanced Voluntary Agricultural District Program

VAD
22
5/14/20
Spring
2020

INSTRUCTIONS:

Before completing the application, please review the VAD/EVAD brochure provided;
Complete the form as completely as possible; sign and date the form, and return to:

Orange County Dept. of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 Phone: 919-245-2750

APPLICANT:

Name: Stanley Hughes; Linda Leach; Bennie Hughes Hrs.
Address: 8906 Hester Rd.
City: Hurdle Mills State: NC Zip Code: 27541
Phone Number (Day): _____ (Evening): 919-880-5979 (cell)
E-Mail: leachlinda14@yahoo.com

PROPERTY INFORMATION:

Property Location/Address(s): same as above - Hurdle Mills - area

Agriculture District /Township: Caldwell / Cedar Grove

Parcel Identification Number (PIN): 9879091769 Acres 25.76

L. Leach
S. Hughes

Parcel Identification Number (PIN): 9970009196 Acres 26.52

(Hughes Hrs)

Parcel Identification Number (PIN): _____ Acres _____

Total Number of Acres on all tracts of land: 52.28

Does this land have a plan on file with the USDA-Natural Resources Conservation Service or the NC Forest Service?

Yes: No: _____ If "No", please complete last page of form

Is the land enrolled in Present Use Value taxation program with Orange County Tax Office?

Yes: No: _____ If "No", please complete last page of form

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I [We] have read the Conservation Agreement details above and I [we] understand the benefits of the VAD and/or EVAD program.

Please mark which designation you are requesting enrollment and sign below.

I [WE] ARE SEEKING DESIGNATION AS A VOLUNTARY AGRICULTURAL DISTRICT

I [WE] ARE SEEKING DESIGNATION AS AN ENHANCED VOLUNTARY AGRICULTURAL DISTRICT

SIGNATURE Stanley Hughes

DATE 5-9-2020

OWNER[S] CERTIFICATION:

I [We], the applicant[s] and landowner(s), hereby certify that, to the best of my [our] knowledge, the foregoing application is complete and accurate. (All landowners or a designated representative of the family may sign this application.)

Signature: Stanley Hughes

Date: 5-9-2020

Signature: Linda M. Beach

Date: 5.9.20

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Please complete this section for general information about your farm and to help staff Update or develop a conservation plan for the farm.

1. How long have you owned ~~and~~ your farm? 7 years
2. How long have you lived on your farm? 13 years
3. How many acres on your farm are under cultivation? _____ acres (estimate)
4. What are the major crops you plant each year?
Tobacco, Vegetables, Sweet Potatoes
6. How many acres on your farm are used for pasture? 0 acres (estimate)
7. How many acres on your farm are used for woodland/forestry? 20 acres (estimate)
8. If your family has owned and operated the farm over 100 years, would you be interested in the Century Farm Program? This is an Orange County and NC Dept. of Agriculture recognition program for family farms that have continued to farm for over 100 years. _____ yes _____ no

Volunteer opportunity:

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If you are interested in being a potential member of the Agricultural Preservation Board, please indicate and signing below.

- Yes, please inform me when a position on the APB is available.
 No, thank you- not at this time.

Signature: _____

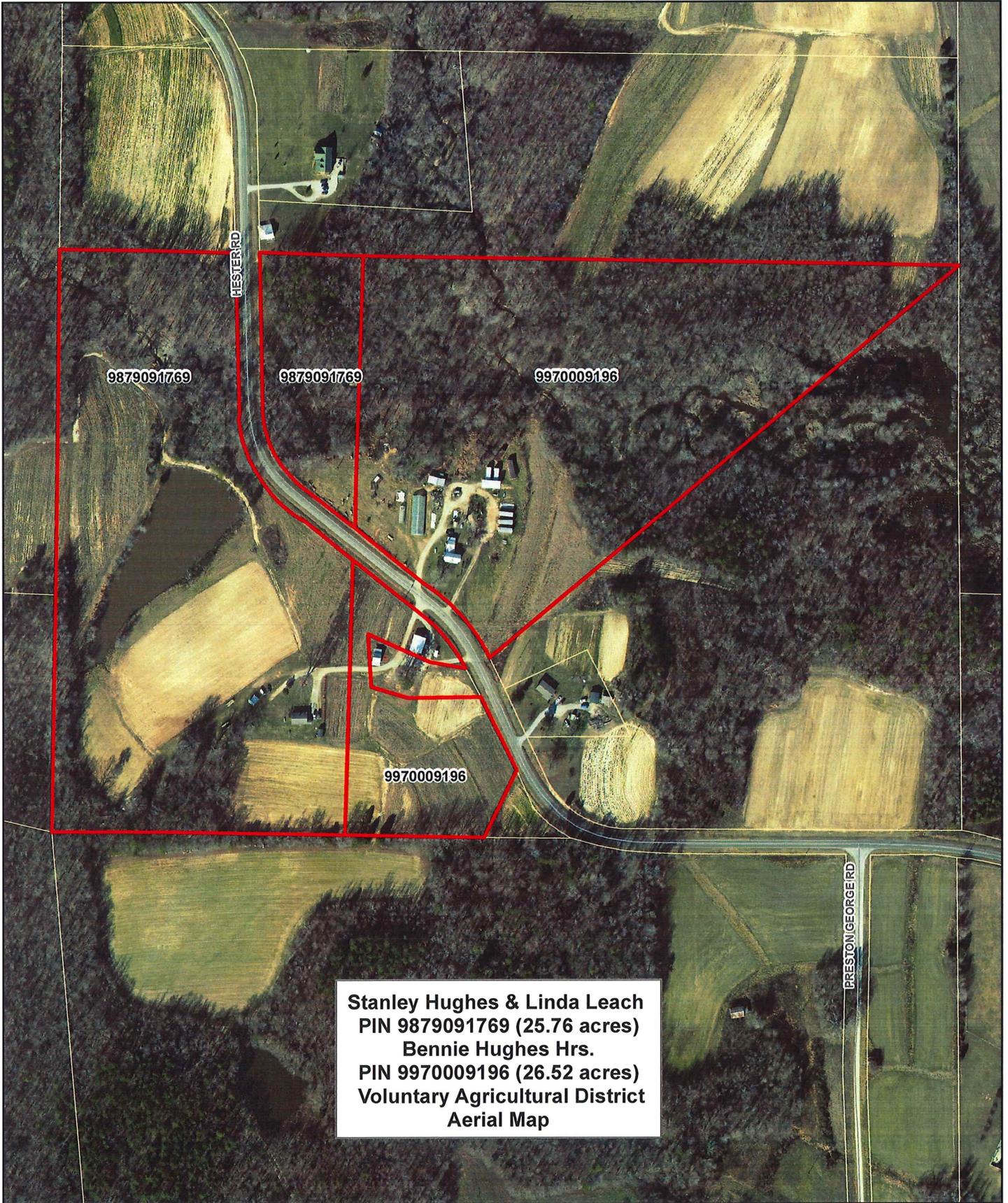
Jinda M. Beach

For questions or more information, please contact:

Orange County Department of Environment, Agriculture, Parks and Recreation
 Soil and Water Conservation Division
 P.O. Box 8181 (306 Revere Road)
 Hillsborough, NC 27278 (919) 245-2750 (Office) (919) 644-3351 (fax)

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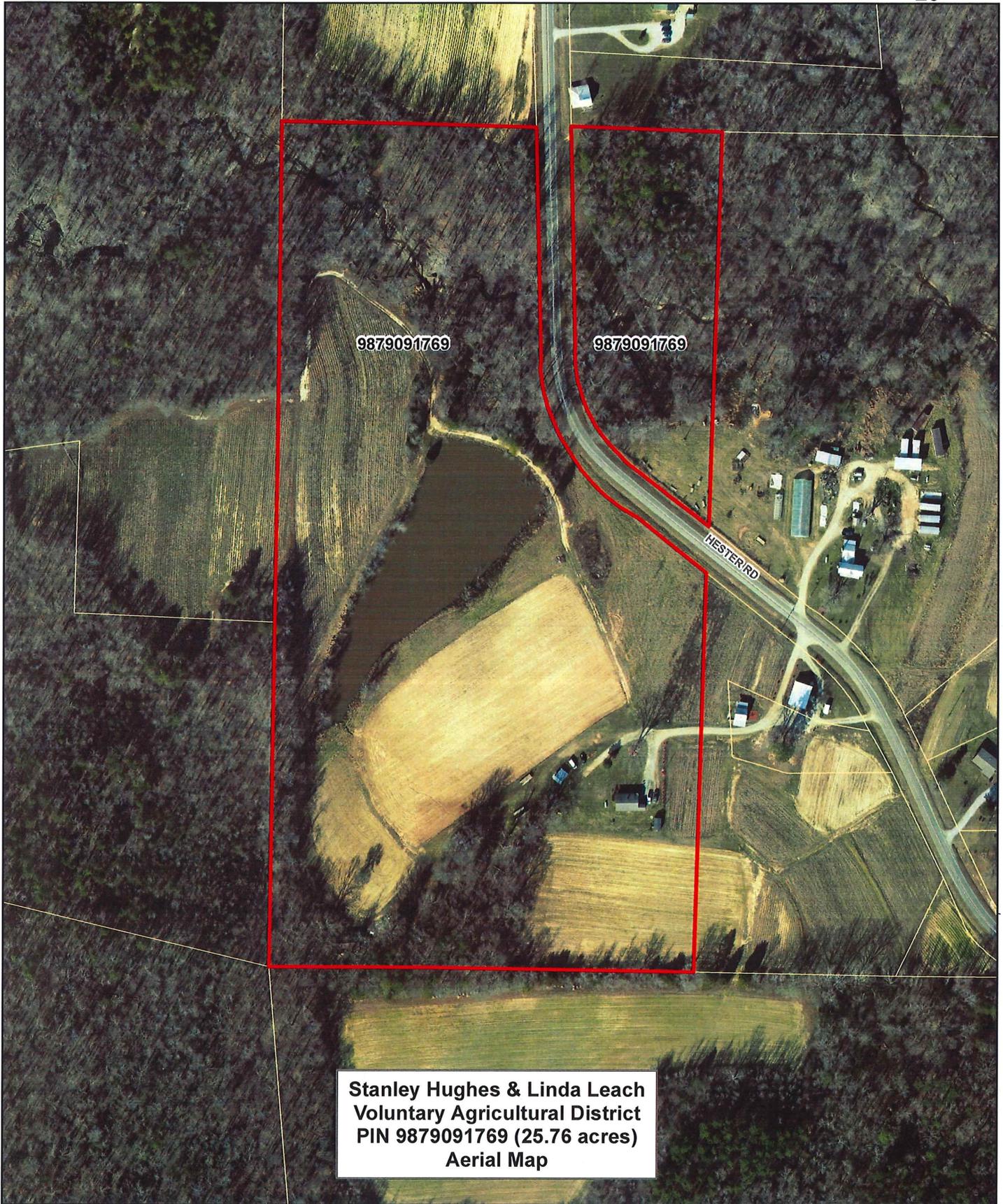


 Stanley Hughes & Linda Leach Farm (25.76 acres)
 Bennie Hughes Hrs. (26.52 acres)



1 inch = 329 feet





**Stanley Hughes & Linda Leach
Voluntary Agricultural District
PIN 9879091769 (25.76 acres)
Aerial Map**

 Stanley Hughes & Linda Leach Farm (25.76 acres)



1 inch = 227 feet

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Land Records GIS Div. 08/13/2020
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land_resource\VAD_Site-Aerial-Vicinity.mxd



Application for Orange County
Farmland Preservation Program
Voluntary and Enhanced Voluntary Agricultural District Program

INSTRUCTIONS:

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Complete the form as completely as possible; sign and date the form, and return to:

Orange County Dept. of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 Phone: 919-245-2750

APPLICANT:

Name: D. Michael & Betsy N Parker
Address: 3535 LAWS STORE Rd.
City: Hurdle Mills State: NC Zip Code: 27541
Phone Number (Day): 919-732-8141 (Evening): 919-602-2659
E-Mail: betsynutterparker@yahoo.com

PROPERTY INFORMATION:

Property Location/Address(s): same as above

Agriculture District /Township: Caldwell Agri. District

Parcel Identification Number (PIN): 9889365300 Acres 13.41

Parcel Identification Number (PIN): 9889542745 Acres 38.76

Parcel Identification Number (PIN): 9889651107 Acres 59.24

Parcel Identification Number (PIN): _____ Acres _____

Parcel Identification Number (PIN): _____ Acres _____

Parcel Identification Number (PIN): _____ Acres _____

Total Number of Acres on all tracts of land: 111.41

Does this land have a plan on file with the USDA-Natural Resources Conservation Service or the NC Forest Service?

Yes: No: _____ If "No", please complete last page of form

Is the land enrolled in Present Use Value taxation program with Orange County Tax Office?

Yes: No: _____ If "No", please complete last page of form

Please complete this section for general information about your farm and to help staff Update or develop a conservation plan for the farm.

1. How long have you owned and your farm? 45 years
2. How long have you lived on your farm? 40 years
3. How many acres on your farm are under cultivation? 38 acres (estimate)
4. What are the major crops you plant each year?
Soy beans and corn
6. How many acres on your farm are used for pasture? 0 acres (estimate)
7. How many acres on your farm are used for woodland/forestry? 68 acres (estimate)
8. If your family has owned and operated the farm over 100 years, would you be interested in the Century Farm Program? This is an Orange County and NC Dept. of Agriculture recognition program for family farms that have continued to farm for over 100 years. yes no

Volunteer opportunity:

The Orange County Agricultural Preservation Board (APB) is made up of volunteers, who are interested in the counties' agricultural concerns: protection, preservation, economic sustainability, and the future of farming and agricultural in Orange County.

If you are interested in being a potential member of the Agricultural Preservation Board, please indicate and signing below.

Yes, please inform me when a position on the APB is available.

No, thank you- not at this time.

Signature: _____

[Handwritten signature]

For questions or more information, please contact:

Orange County Department of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 (919) 245-2750 (Office) (919) 644-3351 (fax)

For more detailed information about the Voluntary Farmland Program:

Please refer to the Orange County Voluntary Farmland Preservation Program Ordinance, which can be found in Chapter 48 of the Orange County Code of Ordinances, at the following link:

<http://library.municode.com/index.aspx?clientId=14983> or staff can provide a copy for you.

CONSERVATION AGREEMENT DETAIL of VAD and EVAD:

Voluntary Agricultural District (VAD) conservation agreements are for a period of ten years. The landowner may revoke the agreement through a written request to the Orange County Agricultural Preservation Board. A Conservation Agreement for land within a Voluntary Agricultural District shall be automatically renewed for an additional term of ten years unless either the Agricultural Preservation Board or the landowner(s) gives written notice to the contrary prior to the termination date of the Conservation Agreement. At the end of each ten-year term, the Conservation Agreement shall automatically renew for an additional ten-year term unless notice of termination is given.

Enhanced Voluntary Agricultural District (EVAD) conservation agreements are for a period of ten years, but cannot be revoked during the term of the agreement. EVAD enrollment, however, offers landowners additional benefits such as a higher percentage of cost-share funds under the Agricultural Cost Share Program. A Conservation Agreement for an Enhanced Voluntary Agricultural District shall be deemed automatically renewed for an additional term of three years unless either the Agricultural Preservation Board or the landowner(s) gives written notice to the contrary prior to the termination date of the Conservation Agreement. At the end of each three-year term the Conservation Agreement shall automatically renew for an additional three-year term unless notice of termination is given.

I [We] have read the Conservation Agreement details above and I [we] understand the benefits of the VAD and/or EVAD program.

Please mark which designation you are requesting enrollment and sign below.

- I [WE] ARE SEEKING DESIGNATION AS A VOLUNTARY AGRICULTURAL DISTRICT
- I [WE] ARE SEEKING DESIGNATION AS AN ENHANCED VOLUNTARY AGRICULTURAL DISTRICT

SIGNATURE



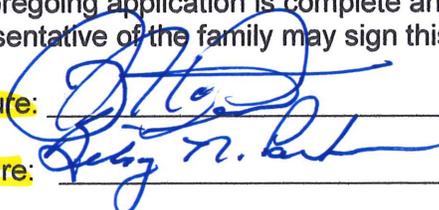
DATE

8/27/20

OWNER[S] CERTIFICATION:

I [We], the applicant[s] and landowner(s), hereby certify that, to the best of my [our] knowledge, the foregoing application is complete and accurate. (All landowners or a designated representative of the family may sign this application.)

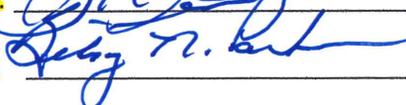
Signature:



Date:

8/27/20

Signature:



Date:

8/27/20

Signature: _____

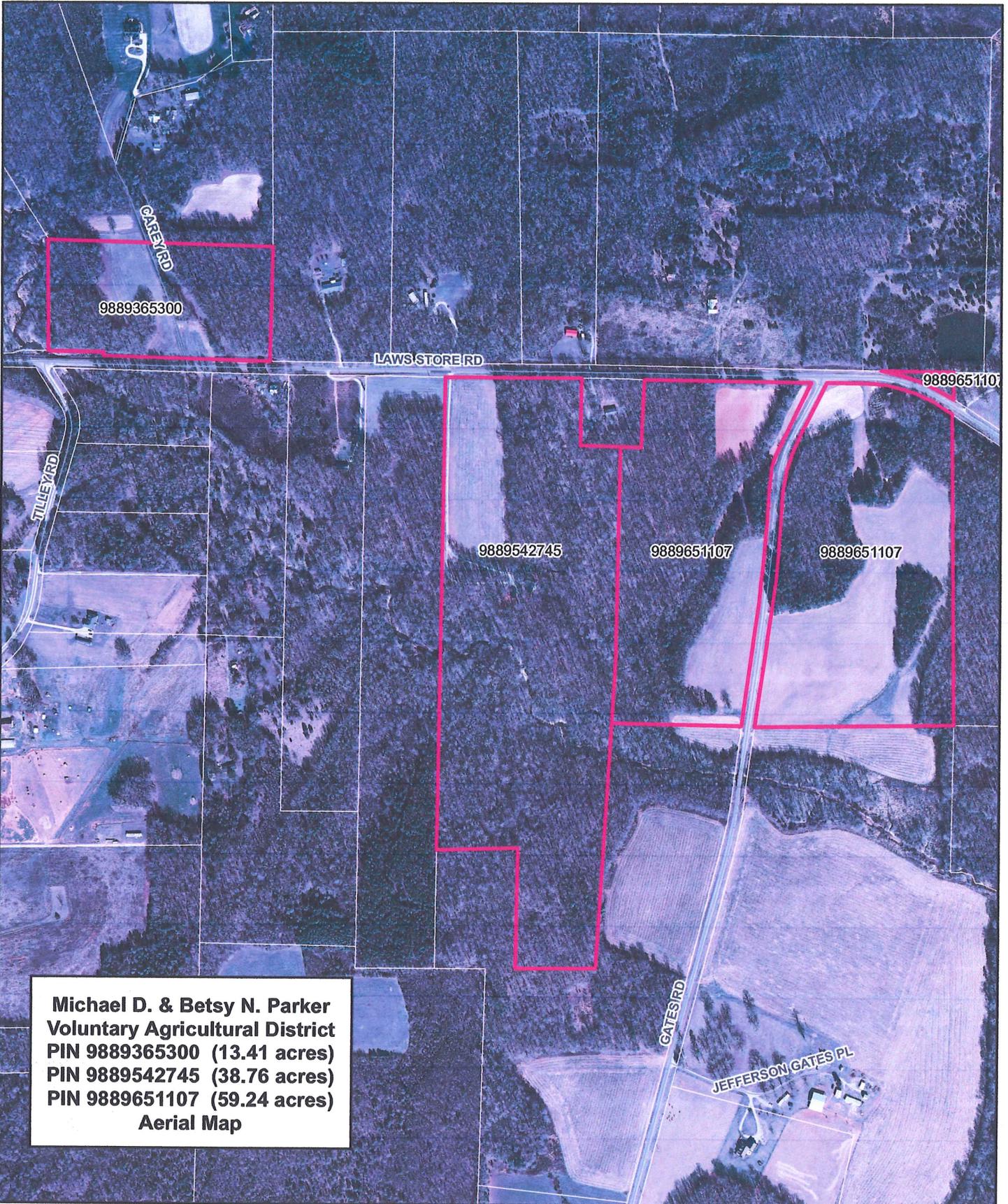
Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____



**Michael D. & Betsy N. Parker
 Voluntary Agricultural District
 PIN 9889365300 (13.41 acres)
 PIN 9889542745 (38.76 acres)
 PIN 9889651107 (59.24 acres)
 Aerial Map**

 Michael & Betsy Parker Farm (111.41 acres)

2017 aerial



1 inch = 613 feet

DEAPR
 Land Records GIS Div. 09/2/2020
 OC220K <O:\gishome\gisprojects\
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VAD
AUG 20

**Application for Orange County
Farmland Preservation Program
Voluntary and Enhanced Voluntary Agricultural District Program**

INSTRUCTIONS:

Before completing the application, please review the VAD/EVAD brochure provided;
Complete the form as completely as possible; sign and date the form, and return to:

Orange County Dept. of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 Phone: 919-245-2750

APPLICANT:

Name: NC State University – Orange County Breeze Farm

Address: P.O. Box 629 C/O Property Office

City: Raleigh State: NC Zip Code: 27602

Phone Number (Day): _____ (Evening): _____

E-Mail: tlfisher@ncsu.edu

PROPERTY INFORMATION:

Property Location/Address(s): 4909 Walnut Grove Church Rd., Hillsborough

Agriculture District /Township: Schley/Eno Ag. District

Parcel Identification Number (PIN): 9867889282 Acres 136.17

Parcel Identification Number (PIN): 9867554970 Acres 133.05

Parcel Identification Number (PIN): _____ Acres _____

Total Number of Acres on all tracts of land: 269.22

Does this land have a plan on file with the USDA-Natural Resources Conservation Service or the NC Forest Service?

Yes: XX No: _____ If "No", please complete last page of form

Is the land enrolled in Present Use Value taxation program with Orange County Tax Office?

Yes: XX No: _____ If "No", please complete last page of form

CONSERVATION AGREEMENT DETAIL of VAD and EVAD:

Voluntary Agricultural District (VAD) conservation agreements are for a period of ten years. The landowner may revoke the agreement through a written request to the Orange County Agricultural Preservation Board. A Conservation Agreement for land within a Voluntary Agricultural District shall be automatically renewed for an additional term of ten years unless either the Agricultural Preservation Board or the landowner(s) gives written notice to the contrary prior to the termination date of the Conservation Agreement. At the end of each ten-year term, the Conservation Agreement shall automatically renew for an additional ten-year term unless notice of termination is given.

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I [We] have read the Conservation Agreement details above and I [we] understand the benefits of the VAD and/or EVAD program.

Please mark which designation you are requesting enrollment and sign below.

I [WE] ARE SEEKING DESIGNATION AS A VOLUNTARY AGRICULTURAL DISTRICT

I [WE] ARE SEEKING DESIGNATION AS AN ENHANCED VOLUNTARY AGRICULTURAL DISTRICT

SIGNATURE _____

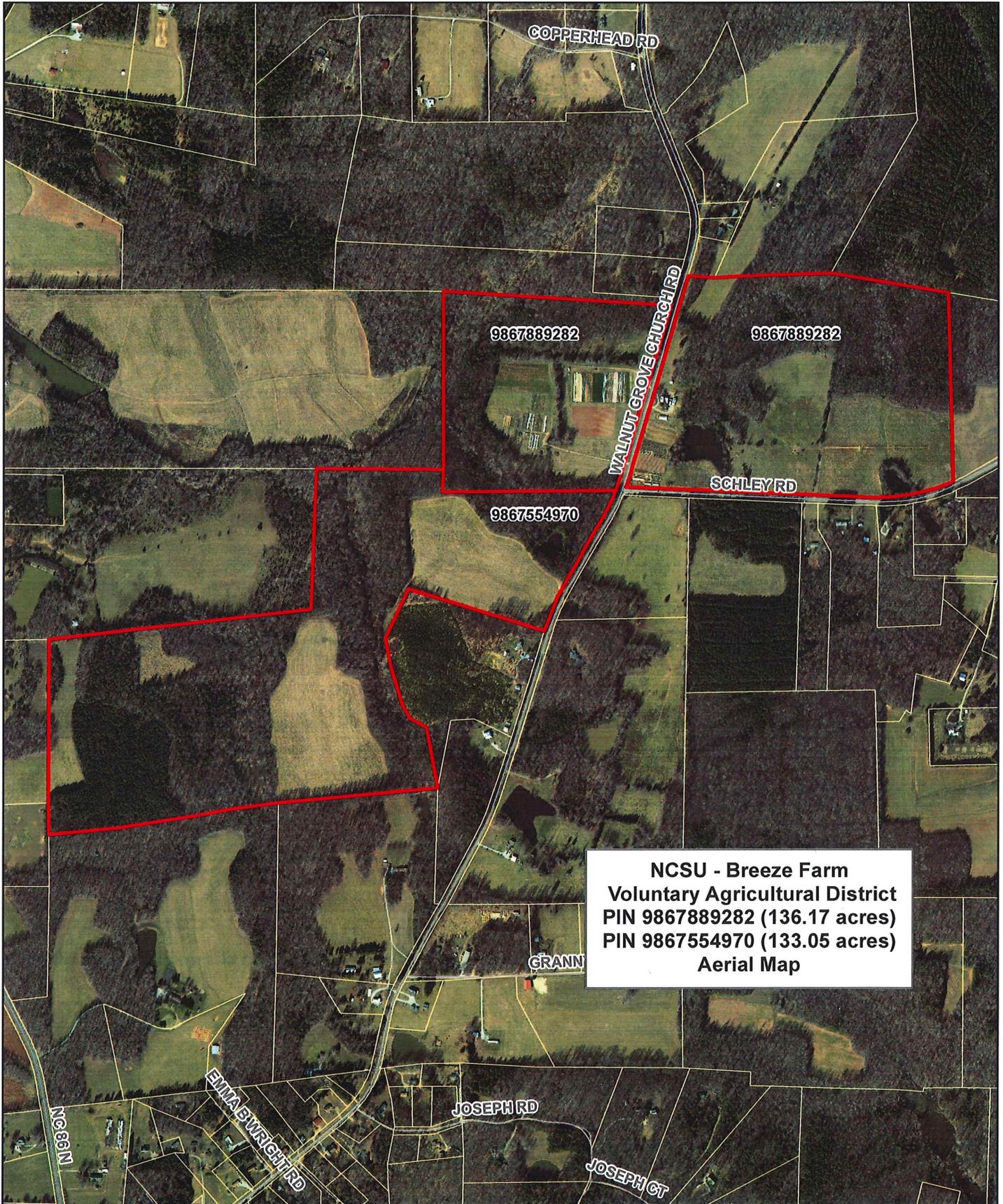
DATE _____

OWNER[S] CERTIFICATION:

I [We], the applicant[s] and landowner(s), hereby certify that, to the best of my [our] knowledge, the foregoing application is complete and accurate. (All landowners or a designated representative of the family may sign this application.)

Signature: _____

Date: _____



**NCSU - Breeze Farm
 Voluntary Agricultural District
 PIN 9867889282 (136.17 acres)
 PIN 9867554970 (133.05 acres)
 Aerial Map**

 NCSU - Breeze Farm (269.22 acres)



1 inch = 1,001 feet

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 Land Records GIS Div. 08/13/2020
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VAD
REC.
9/23/20

Application for Orange County
Farmland Preservation Program
Voluntary and Enhanced Voluntary Agricultural District Program

INSTRUCTIONS:

Before completing the application, please review the VAD/EVAD brochure provided;
Complete the form as completely as possible; sign and date the form, and return to:

Orange County Dept. of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 Phone: 919-245-2750

APPLICANT:

Name: Isaac Lau, Sharon Lau
Address: 921 Hurdle Mills Rd
City: Cedar Grove State: NC Zip Code: 27231
Phone Number (Day): 9194488191 (Evening): 9194488191
E-Mail: Isaac.lau14@gmail.com

PROPERTY INFORMATION:

Property Location/Address(s): 921 Hurdle Mills Rd, 27231
Agriculture District /Township: Cedar Grove (Orange County)
Parcel Identification Number (PIN): 9859693456 Acres 37.8
Parcel Identification Number (PIN): _____ Acres _____
Parcel Identification Number (PIN): _____ Acres _____

Total Number of Acres on all tracts of land: 37.8

Does this land have a plan on file with the USDA-Natural Resources Conservation Service or the NC Forest Service?

Yes: _____ No: X If "No", please complete last page of form

Is the land enrolled in Present Use Value taxation program with Orange County Tax Office?

Yes: X No: _____ If "No", please complete last page of form

CONSERVATION AGREEMENT DETAIL of VAD and EVAD:

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I [We] have read the Conservation Agreement details above and I [we] understand the benefits of the VAD and/or EVAD program.

Please mark which designation you are requesting enrollment and sign below.

I [WE] ARE SEEKING DESIGNATION AS A VOLUNTARY AGRICULTURAL DISTRICT
 I [WE] ARE SEEKING DESIGNATION AS AN ENHANCED VOLUNTARY AGRICULTURAL DISTRICT

SIGNATURE  DATE 9/17/2020

OWNER[S] CERTIFICATION:

I [We], the applicant[s] and landowner(s), hereby certify that, to the best of my [our] knowledge, the foregoing application is complete and accurate. (All landowners or a designated representative of the family may sign this application.)

Signature:  Date: 9/17/2020
Signature:  Date: 9/17/2020
Signature: _____ Date: _____
Signature: _____ Date: _____
Signature: _____ Date: _____

Please complete this section for general information about your farm and to help staff Update or develop a conservation plan for the farm.

1. How long have you owned and your farm? 1 ~~years~~ month
2. How long have you lived on your farm? 1 ~~years~~ month
3. How many acres on your farm are under cultivation? 24 acres (estimate)
4. What are the major crops you plant each year?
Pasture for grazing / Hay
6. How many acres on your farm are used for pasture? 24 acres (estimate)
7. How many acres on your farm are used for woodland/forestry? 9 acres (estimate)
8. If your family has owned and operated the farm over 100 years, would you be interested in the Century Farm Program? This is an Orange County and NC Dept. of Agriculture recognition program for family farms that have continued to farm for over 100 years. yes no n/a

Volunteer opportunity:

The Orange County Agricultural Preservation Board (APB) is made up of volunteers, who are interested in the counties' agricultural concerns: protection, preservation, economic sustainability, and the future of farming and agricultural in Orange County.

If you are interested in being a potential member of the Agricultural Preservation Board, please indicate and signing below.

- Yes, please inform me when a position on the APB is available.
 No, thank you- not at this time.

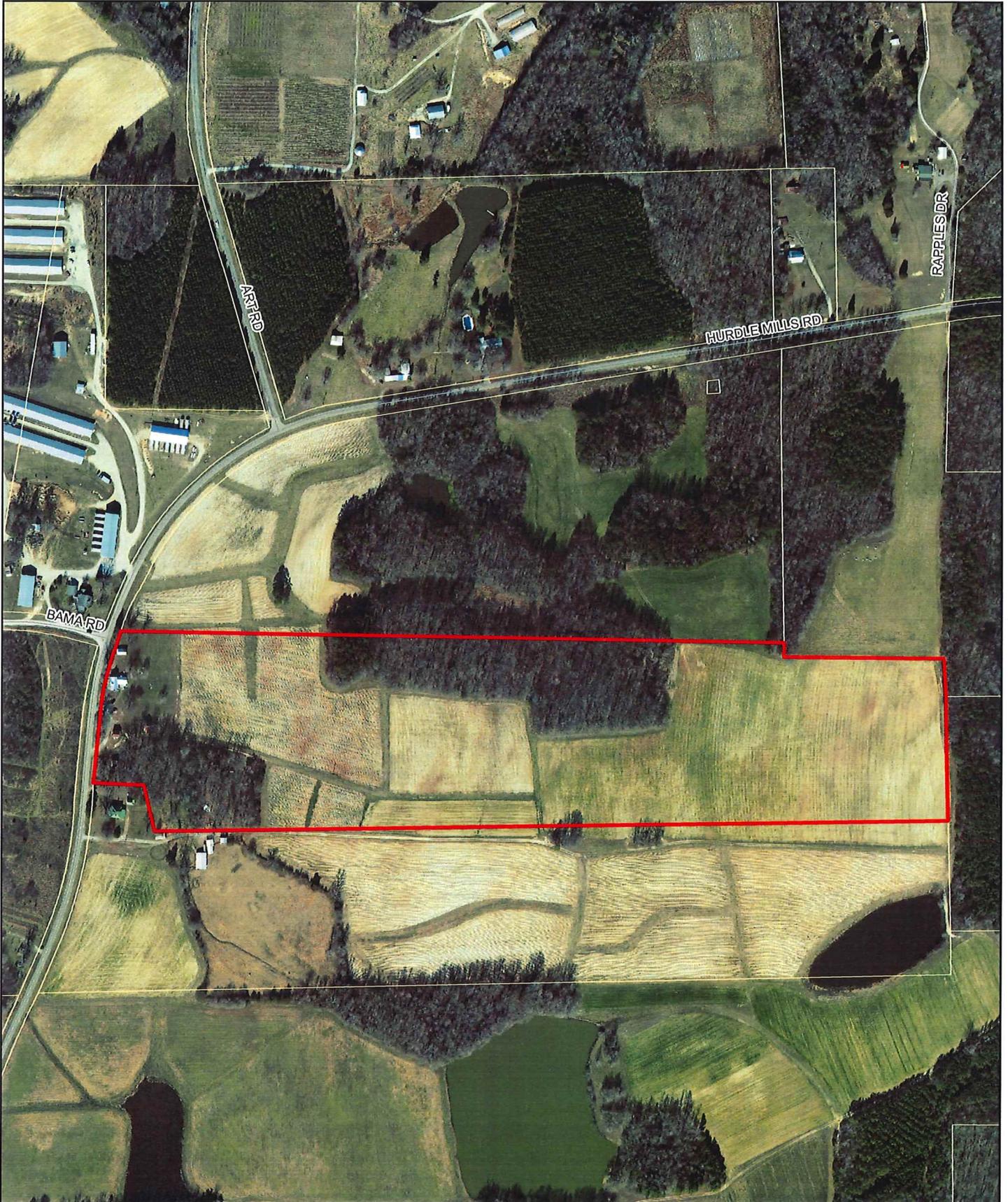
Signature: Isaac Lee

For questions or more information, please contact:

Orange County Department of Environment, Agriculture, Parks and Recreation
 Soil and Water Conservation Division
 P.O. Box 8181 (306 Revere Road)
 Hillsborough, NC 27278 (919) 245-2750 (Office) (919) 644-3351 (fax)

For more detailed information about the Voluntary Farmland Program:

Please refer to the Orange County Voluntary Farmland Preservation Program Ordinance, which can be found in Chapter 48 of the Orange County Code of Ordinances, at the following link: <http://library.municode.com/index.aspx?clientId=14983> or staff can provide a copy for you.



Lau & Sharon Lau (37.8 acres)

2017 Aerial

Isaac & Sharon Lau
Voluntary Agricultural District
PIN 9859693456 (37.8 acres)
Aerial Map



1 inch = 438 feet

DEAPR
 Land Records GIS Div. 11/9/2020
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 land_resource\VAD_Site-Aerial-Vicinity.mxd



VAD 38
10-1-20
rev.

Application for Orange County
Farmland Preservation Program
Voluntary and Enhanced Voluntary Agricultural District Program

INSTRUCTIONS:

Before completing the application, please review the VAD/EVAD brochure provided;
Complete the form as completely as possible; sign and date the form, and return to:

Orange County Dept. of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 Phone: 919-245-2750

APPLICANT:

Name: Peggy Fuller
Address: 1914 East 8th Street
City: Charlotte State: NC Zip Code: 28204
Phone Number (Day): (704) 778-2267 (Evening): (704) 778-2267 (2267)
E-Mail: pcd970@gmail.com

PROPERTY INFORMATION:

Property Location/Address(s): 5211 Potat Road
Agriculture District /Township: Cedar Grove, North Carolina 27231
Parcel Identification Number (PIN): 9837962756 Acres 116.16
Parcel Identification Number (PIN): _____ Acres _____
Parcel Identification Number (PIN): _____ Acres _____

Total Number of Acres on all tracts of land: 116.16

Does this land have a plan on file with the USDA-Natural Resources Conservation Service or the NC Forest Service?

Yes: _____ No: _____ If "No", please complete last page of form (In progress with Clell Britt)

Is the land enrolled in Present Use Value taxation program with Orange County Tax Office?

Yes: No: _____ If "No", please complete last page of form
(Agriculture)

CONSERVATION AGREEMENT DETAIL of VAD and EVAD:

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I [We] have read the Conservation Agreement details above and I [we] understand the benefits of the VAD and/or EVAD program.

Please mark which designation you are requesting enrollment and sign below.

I [WE] ARE SEEKING DESIGNATION AS A VOLUNTARY AGRICULTURAL DISTRICT

I [WE] ARE SEEKING DESIGNATION AS AN ENHANCED VOLUNTARY AGRICULTURAL DISTRICT

SIGNATURE Peggy A. Fuller

DATE 10/1/2020

OWNER[S] CERTIFICATION:

I [We], the applicant[s] and landowner(s), hereby certify that, to the best of my [our] knowledge, the foregoing application is complete and accurate. (All landowners or a designated representative of the family may sign this application.)

Signature: Peggy A. Fuller

Date: 10/1/2020

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Please complete this section for general information about your farm and to help staff Update or develop a conservation plan for the farm.

1. How long have you owned and your farm? 20 years
2. How long have you lived on your farm? 20 years
3. How many acres on your farm are under cultivation? < 10 acres (estimate)
4. What are the major crops you plant each year?
Hay
Pine Trees were planted for conservation.
6. How many acres on your farm are used for pasture? 25 acres (estimate)
7. How many acres on your farm are used for woodland/forestry? 780 acres (estimate)
8. If your family has owned and operated the farm over 100 years, would you be interested in the Century Farm Program? This is an Orange County and NC Dept. of Agriculture recognition program for family farms that have continued to farm for over 100 years. yes no (we are in the process of verification)

Volunteer opportunity:

The Orange County Agricultural Preservation Board (APB) is made up of volunteers, who are interested in the counties' agricultural concerns: protection, preservation, economic sustainability, and the future of farming and agricultural in Orange County.

If you are interested in being a potential member of the Agricultural Preservation Board, please indicate and signing below.

- Yes, please inform me when a position on the APB is available.
 No, thank you- not at this time.

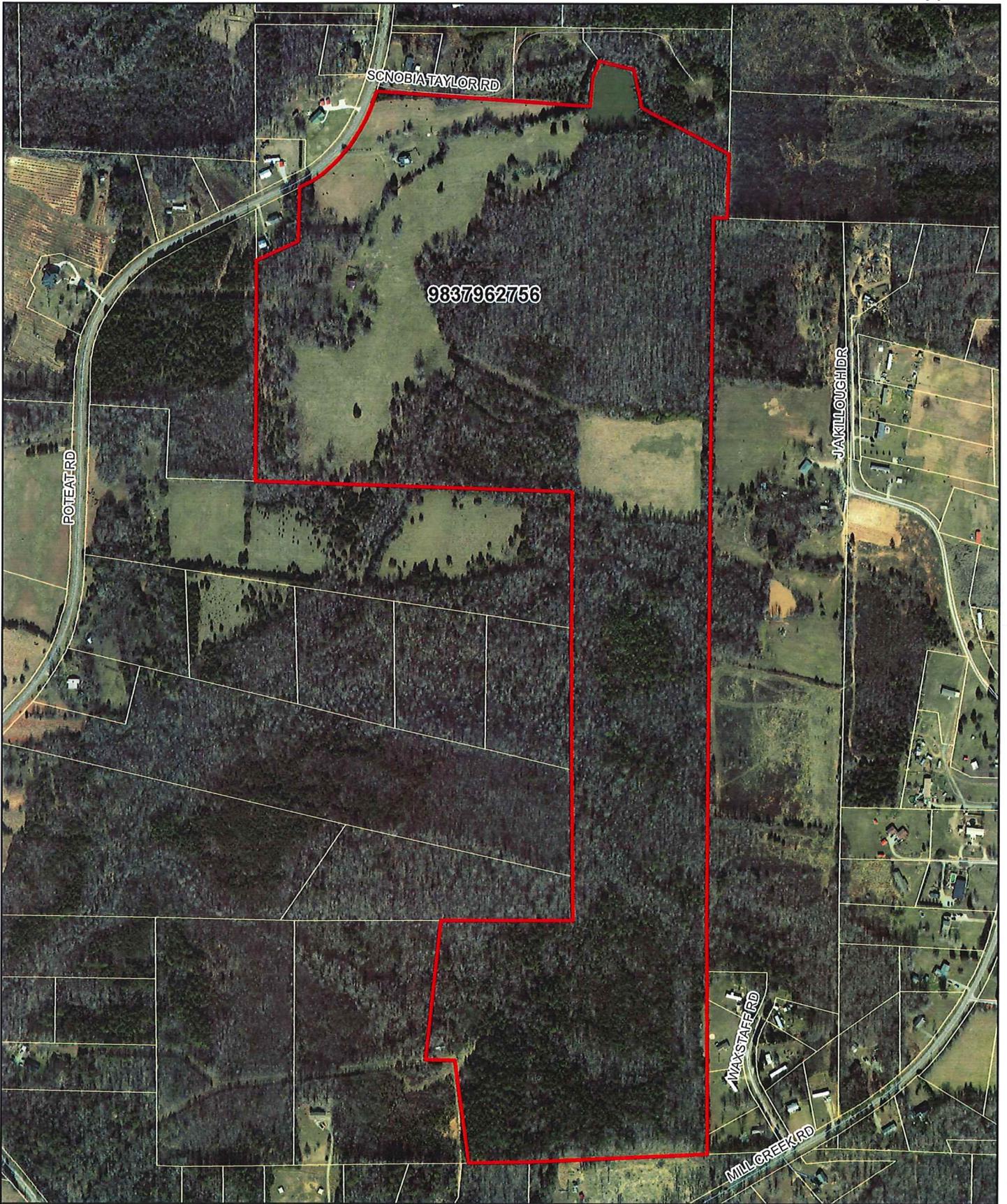
Signature: Peggy A. Fuller

For questions or more information, please contact:

Orange County Department of Environment, Agriculture, Parks and Recreation
 Soil and Water Conservation Division
 P.O. Box 8181 (306 Revere Road)
 Hillsborough, NC 27278 (919) 245-2750 (Office) (919) 644-3351 (fax)

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 Peggy Fuller (116.16 acres)

2017 Aerial

Peggy A. Fuller
Voluntary Agricultural District
PIN 9837962756 (116.16 acres)
Aerial Map



1 inch = 558 feet

DEAPR
 Land Records GIS Div. 10/5/2020
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 land_resource\VAD_Site-Aerial-Vicinity.mxd



rcv. 10-14-20

Application for Orange County
Farmland Preservation Program
Voluntary and Enhanced Voluntary Agricultural District Program

INSTRUCTIONS:

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Orange County Dept. of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 Phone: 919-245-2750

APPLICANT:

Name: Thomas Watson Parker
Address: 711 Olin Rd.
City: Cedar Grove State: NC Zip Code: 27231
Phone Number (Day): 919-201-9666 (Evening): _____
E-Mail: _____

PROPERTY INFORMATION:

Property Location/Address(s): _____

Agriculture District /Township: _____

Parcel Identification Number (PIN): 9868095418 Acres 73.08

Parcel Identification Number (PIN): 9868171412 Acres 99.83

Parcel Identification Number (PIN): _____ Acres _____

Total Number of Acres on all tracts of land: 172.91

Does this land have a plan on file with the USDA-Natural Resources Conservation Service or
the NC Forest Service?

Yes: _____ No: _____ If "No", please complete last page of form

Is the land enrolled in Present Use Value taxation program with Orange County Tax Office?

Yes: _____ No: _____ If "No", please complete last page of form

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I [We] have read the Conservation Agreement details above and I [we] understand the benefits of the VAD and/or EVAD program.

Please mark which designation you are requesting enrollment and sign below.

I [WE] ARE SEEKING DESIGNATION AS A VOLUNTARY AGRICULTURAL DISTRICT

I [WE] ARE SEEKING DESIGNATION AS AN ENHANCED VOLUNTARY AGRICULTURAL DISTRICT

SIGNATURE Thomas W. Pitzer

DATE 10-14-20

OWNER[S] CERTIFICATION:

I [We], the applicant[s] and landowner(s), hereby certify that, to the best of my [our] knowledge, the foregoing application is complete and accurate. (All landowners or a designated representative of the family may sign this application.)

Signature: Thomas W. Pitzer

Date: 10-14-20

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____



Watt Parker (172.91 acres)

2017 Aerial

Watt Parker
Voluntary Agricultural District
PIN 9868095418 (73.08 acres)
PIN 9868171412 (99.83 acres)
Aerial Map



1 inch = 557 feet

DEAPR
 Land Records GIS Div. 11/9/2020
 OC220K <O:\gishome\gisprojects\
 land_resource\WAD_Site-Aerial-Vicinity.mxd



Application for Orange County
Farmland Preservation Program
Voluntary and Enhanced Voluntary Agricultural District Program

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Orange County Dept. of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 Phone: 919-245-2750

APPLICANT:

Name: Greg Bohlen
Address: 7203 Union Grove Church Road
City: Chapel Hill, NC State: NC Zip Code: 27516
Phone Number (Day): 919-824-6800 (Evening): _____
E-Mail: G@Bohlerfarms.com

PROPERTY INFORMATION:

Property Location/Address(s): 7203 Union Grove Church Rd,
Agriculture District /Township: _____

Parcel Identification Number (PIN):	<u>9860289935</u>	Acres	<u>10.12</u>
Parcel Identification Number (PIN):	<u>9860199812</u>	Acres	<u>2.8</u>
Parcel Identification Number (PIN):	<u>9860197389</u>	Acres	<u>16.6</u>
Parcel Identification Number (PIN):	<u>986018351</u>	Acres	<u>47.5</u>
Parcel Identification Number (PIN):	<u>9860273536</u>	Acres	<u>2</u>
Parcel Identification Number (PIN):	<u>9860272158</u>	Acres	<u>2</u>

→ see full list attached

Total Number of Acres on all tracts of land: 509.5

Does this land have a plan on file with the USDA-Natural Resources Conservation Service or the NC Forest Service?

Yes: X No: _____ If "No", please complete last page of form

Is the land enrolled in Present Use Value taxation program with Orange County Tax Office?

Yes: X No: _____ If "No", please complete last page of form

Scully, Sherry - FPAC-NRCS, Roxboro, NC

From: Scully, Sherry - FPAC-NRCS, Roxboro, NC
Sent: Thursday, November 5, 2020 2:05 PM
To: ghughes@orangecountync.gov
Subject: Bohlen Parcels

5/10/21

There are ¹⁷~~16~~ parcels associated with Greg Bohlen in Orange County. Total acreage is about 509.5 ac. Here is the breakdown into 3 segments of the parcels owned by Greg Bohlen, Josh Williams, Bandit Farms LLC, Bandit Farms II, and Bohlen Farms...

Main farm parcels (Union Grove Farm) and home of Greg Bohlen are located on Union Grove Church Rd. The parcel numbers of this segment are (10 parcels):

- 9860371514 (16.26 ac – Josh Williams)
 - 9860377398 (22.79 ac – Josh Williams)
- > Bandit Farms*

- 9860199812 (28.19 ac – Bandit Farms LLC)
 - 9860197389 (16.59 ac Bandit Farms LLC)
 - 9860387372 (14.88 ac Bandit Farms LLC)
 - ~~9860272158 (1.92 ac Greg Bohlen)~~ *9860272158 (1.92 BANDIT FARMS LLC)*
- > Bandit Farms LLC*

- 9860188351 (47.51 ac Greg Bohlen)
 - ~~9860272158 (1.92 ac Greg Bohlen)~~
 - 9860273536 (2.08 ac Greg Bohlen)
 - 9860189935 (10.12 ac Greg Bohlen)
 - 9860288305 (2.01 ac Greg Bohlen)
 - ~~9860479623 (34.02 ac Greg Bohlen)~~ *9860288582 (5.6 ac Greg Bohlen)*
- > Greg Bohlen*

Three Parcels located on Tree Farm Rd include:

- 9853403525 (23.3 ac Bohlen Farms)
 - 9853601430 (25.25 ac Bohlen Farms)
 - 9852597108 (125.45 ac Bohlen Farms)
- > Bohlen Farms*

Two Parcels are on Dodsons Crossroads:

- 9850111712 (114.22 ac Bandit Farms II)
 - 9850201701 (20.07 ac Bandit Farms II)
- > Bandit Farms II*

I hope this is clear!
Sherry

CONSERVATION AGREEMENT DETAIL of VAD and EVAD:

Voluntary Agricultural District (VAD) conservation agreements are for a period of ten years. The landowner may revoke the agreement through a written request to the Orange County Agricultural Preservation Board. A Conservation Agreement for land within a Voluntary Agricultural District shall be automatically renewed for an additional term of ten years unless either the Agricultural Preservation Board or the landowner(s) gives written notice to the contrary prior to the termination date of the Conservation Agreement. At the end of each ten-year term, the Conservation Agreement shall automatically renew for an additional ten-year term unless notice of termination is given.

Enhanced Voluntary Agricultural District (EVAD) conservation agreements are for a period of ten years, but cannot be revoked during the term of the agreement. EVAD enrollment, however, offers landowners additional benefits such as a higher percentage of cost-share funds under the Agricultural Cost Share Program. A Conservation Agreement for an Enhanced Voluntary Agricultural District shall be deemed automatically renewed for an additional term of three years unless either the Agricultural Preservation Board or the landowner(s) gives written notice to the contrary prior to the termination date of the Conservation Agreement. At the end of each three-year term the Conservation Agreement shall automatically renew for an additional three-year term unless notice of termination is given.

I [We] have read the Conservation Agreement details above and I [we] understand the benefits of the VAD and/or EVAD program.

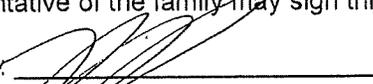
Please mark which designation you are requesting enrollment and sign below.

I [WE] ARE SEEKING DESIGNATION AS A VOLUNTARY AGRICULTURAL DISTRICT
 I [WE] ARE SEEKING DESIGNATION AS AN ENHANCED VOLUNTARY AGRICULTURAL DISTRICT

SIGNATURE  DATE 10-14-2020

OWNER[S] CERTIFICATION:

I [We], the applicant[s] and landowner(s), hereby certify that, to the best of my [our] knowledge, the foregoing application is complete and accurate. (All landowners or a designated representative of the family may sign this application.)

Signature:  Date: 10-14-2020
Signature: _____ Date: _____
Signature: _____ Date: _____
Signature: _____ Date: _____
Signature: _____ Date: _____

Please complete this section for general information about your farm and to help staff Update or develop a conservation plan for the farm.

1. How long have you owned and your farm? 18 years
2. How long have you lived on your farm? 18 years
3. How many acres on your farm are under cultivation? 500 acres (estimate)
4. What are the major crops you plant each year?
Grass, Trees
6. How many acres on your farm are used for pasture? ✓ acres (estimate)
7. How many acres on your farm are used for woodland/forestry? 400 acres (estimate)
8. If your family has owned and operated the farm over 100 years, would you be interested in the Century Farm Program? This is an Orange County and NC Dept. of Agriculture recognition program for family farms that have continued to farm for over 100 years. yes no

Volunteer opportunity:

The Orange County Agricultural Preservation Board (APB) is made up of volunteers, who are interested in the counties' agricultural concerns: protection, preservation, economic sustainability, and the future of farming and agricultural in Orange County. If you are interested in being a potential member of the Agricultural Preservation Board, please indicate and signing below.

Yes, please inform me when a position on the APB is available.
 No, thank you- not at this time.

Signature: _____

For questions or more information, please contact:

Orange County Department of Environment, Agriculture, Parks and Recreation
Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 (919) 245-2750 (Office) (919) 644-3351 (fax)

For more detailed information about the Voluntary Farmland Program:

Please refer to the Orange County Voluntary Farmland Preservation Program Ordinance, which can be found in Chapter 48 of the Orange County Code of Ordinances, at the following link: <http://library.municode.com/index.aspx?clientId=14983> or staff can provide a copy for you.



 Bandit Farms (39.05 acres)

2017 Aerial

Bandit Farms
Voluntary Agricultural District
PIN 9860371514 (16.26 acres)
PIN 9860377398 (22.79 acres)
Aerial Map



1 inch = 299 feet

DEAPR
 Land Records GIS Div. 11/9/2020
 OC220K <O:\gishome\gisprojects\
 land_resource\VAD_Site-Aerial-Vicinity.mxd





Bandit Farms LLC
Voluntary Agricultural District
 PIN 9860199812 (28.19 acres)
 PIN 9860197389 (16.59 acres)
 PIN 9860387372 (14.88 acres)
Aerial Map

 Bandit Farms LLC (59.66 acres)

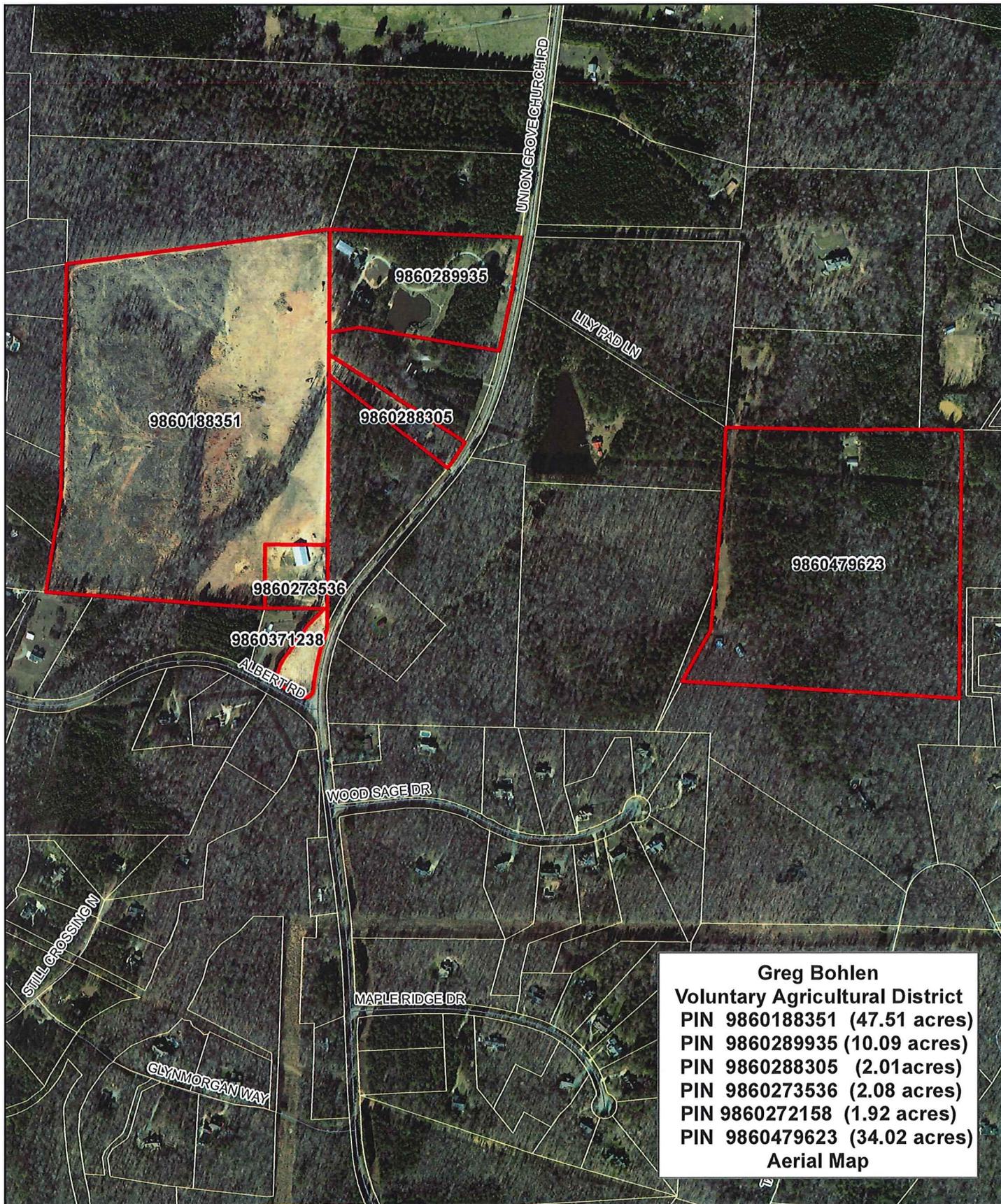
2017 aerial



1 inch = 667 feet

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 land_resource\VAD_Site-Aerial-Vicinity.mxd





Greg Bohlen
Voluntary Agricultural District
 PIN 9860188351 (47.51 acres)
 PIN 9860289935 (10.09 acres)
 PIN 9860288305 (2.01 acres)
 PIN 9860273536 (2.08 acres)
 PIN 9860272158 (1.92 acres)
 PIN 9860479623 (34.02 acres)
Aerial Map

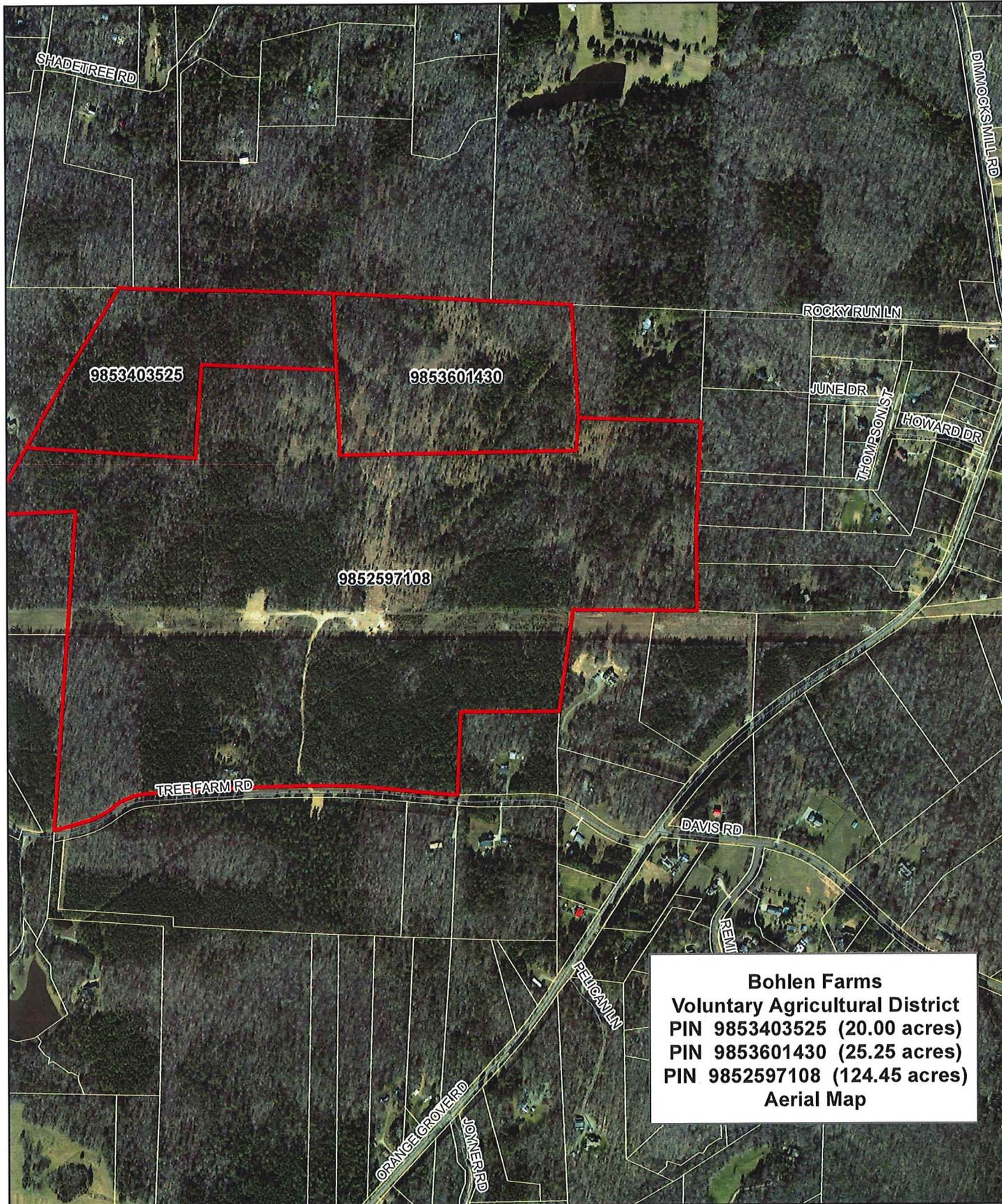
 Greg Bohlen (97.63 acres)



1 inch = 636 feet

DEAPR
 Land Records GIS Div. 11/10/2020
 OC220K -O:\gishome\gisprojects\
 land_resource\VAD_Site-Aerial-Vicinity.mxd





Bohlen Farms
Voluntary Agricultural District
PIN 9853403525 (20.00 acres)
PIN 9853601430 (25.25 acres)
PIN 9852597108 (124.45 acres)
Aerial Map

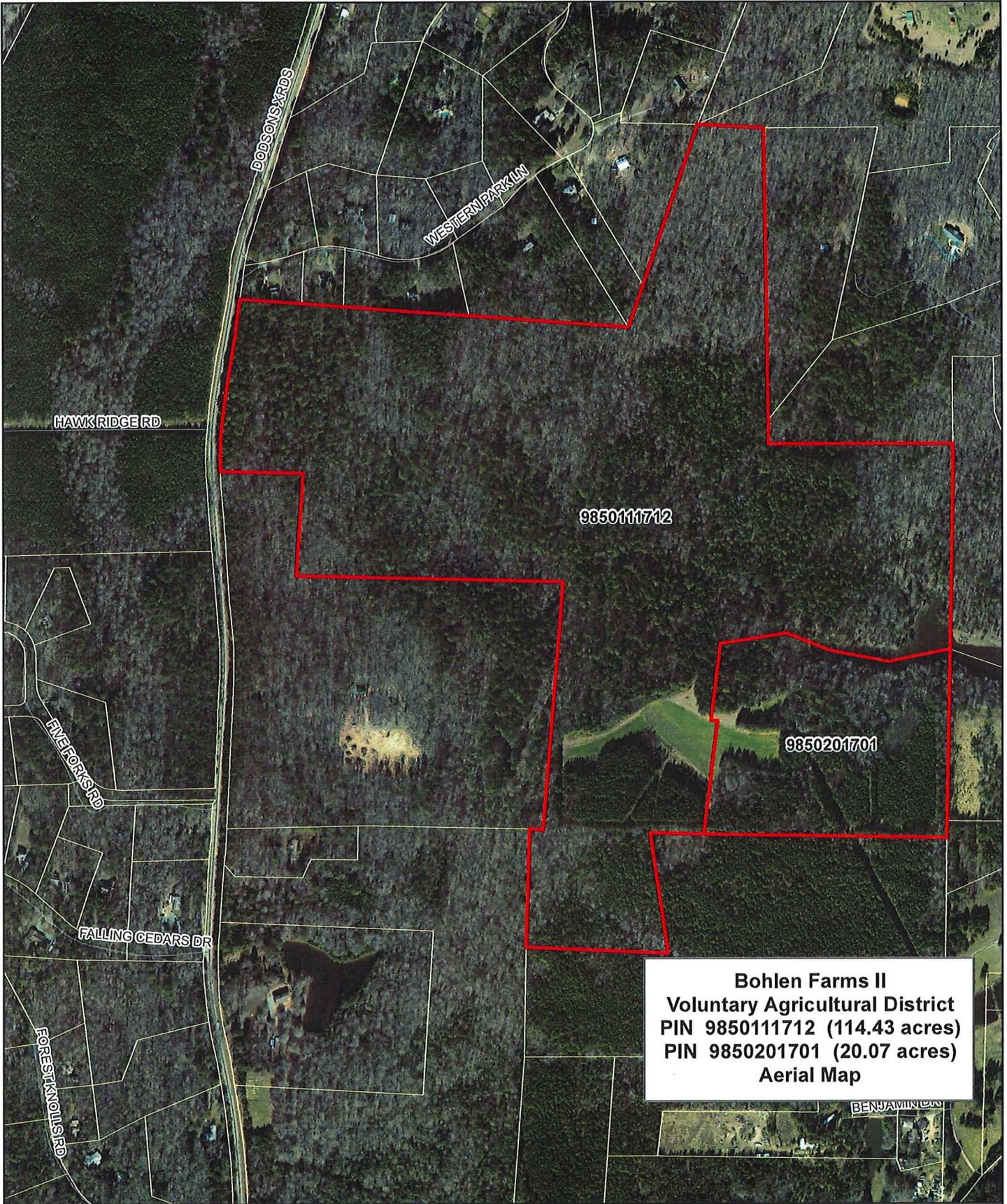
 Bohlen Farms (170.7 acres)



1 inch = 738 feet

DEAPR
 Land Records GIS Div. 11/10/2020
 OC220K <O:\gishome\gisprojects\
 land_resource\WAD_Site-Aerial-Vicinity.mxd





Bohlen Farms II
Voluntary Agricultural District
PIN 9850111712 (114.43 acres)
PIN 9850201701 (20.07 acres)
Aerial Map

 **Bandit Farms II (134.5 acres)**



1 inch = 593 feet

DEAPR
 Land Records GIS Div. 11/10/2020
 OC220K <O:\gishome\gisprojects\
 land_resource\WAD_Site-Aerial-Vicinity.mxd



BOCC Meeting Follow-up Actions

(Individuals with a * by their name are the lead facilitators for the group of individuals responsible for an item)

Meeting Date	Task	Target Date	Person(s) Responsible	Status
11/17/20	Review and consider request by Commissioner Greene to recognize Cordelia Heaney for her leadership at the Compass Center	01/19/21	Greg Wilder /Commissioner Greene	Resolution is being prepared by Annette Moore for a regular Board meeting in December
11/17/20	Verify whether a designation for a Nursing Home Administrator is required to be on the Adult Care Advisory Committee and the Nursing Home Committee and report to the Board for future appointments.	12/15/20	Thom Freeman	In review status

INFORMATION ITEM

Tax Collector's Report - Numerical Analysis

Property Tax Collection - Tax Effective Date of Report: November 16, 2020						
Tax Year 2020	Amount Charged in FY 20-21	Amount Collected	Accounts Receivable	Amount Budgeted in FY 20-21	Remaining Budget	% of Budget Collected
Real and Personal Current Year Taxes	\$ 154,198,531.00	\$ 78,645,227.78	\$ 78,501,666.37	\$ 154,198,531.00	\$ 75,553,303.22	51.00%
Real and Personal Prior Year Taxes	\$ 3,818,647.51	\$ 670,685.44	\$ 2,792,264.63	\$ 1,155,000.00	\$ 484,314.56	58.07%
Total	\$ 158,017,178.51	\$ 79,315,913.22	\$ 81,293,931.00	\$ 155,353,531.00	\$ 76,037,617.78	51.06%
Registered Motor Vehicle Taxes		\$4,490,648.99	\$12,816.35	\$ 11,175,116.00	\$ 6,684,467.01	40.18%
Tax Year 2019	Amount Charged in FY 19-20	Amount Collected	Accounts Receivable	Amount Budgeted in FY 19-20	Remaining Budget	% of Budget Collected
Real and Personal Current Year Taxes	\$ 152,142,471.00	\$ 68,529,584.38	\$ 85,494,213.25	\$ 152,142,471.00	\$ 83,612,886.62	45.04%
Real and Personal Prior Year Taxes	\$ 3,378,823.17	\$ 461,627.84	\$ 2,752,186.47	\$ 1,100,000.00	\$ 638,372.16	41.97%
Total	\$ 155,521,294.17	\$ 68,991,212.22	\$ 88,246,399.72	\$ 153,242,471.00	\$ 84,251,258.78	45.02%
Registered Motor Vehicle Taxes		\$4,047,065.26	\$5,147.49	\$ 10,770,627.00	\$ 6,723,561.74	37.58%
2020 Current Year Overall Collection Percentage - Real & Personal		50.05%				
2020 Current Year Overall Collection Percentage - with Registered Motor Vehicles		51.43%				
2019 Current Year Overall Collection Percentage - Real & Personal		44.49%				
2019 Current Year Overall Collection Percentage - with Registered Motor Vehicles		45.91%				

This report has been updated as of March 2019 to include registered motor vehicle collections.

INFORMATION ITEM

Tax Collector's Report - Measures of Enforced Collections

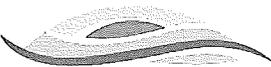
-
Fiscal Year 2019-2020

Effective Date of Report: SEPTEMBER 30, 2020

	July	August	September	October	November	December	January	February	March	April	May	June	YTD
Wage garnishments	95	62	84										
Bank attachments	22	17	32										
Certifications	-	-	-										
Rent attachments	1	1	-										
Housing/Escheats/Monies	-	-	17										
Levies	-	-	-										
Foreclosures initiated	2	8	3										
NC Debt Setoff collections	\$2,350.26	\$ 1,991.76	\$ 869.25										

This report shows the Tax Collector's efforts to encourage and enforce payment of taxes for the fiscal year 2020-21. 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.



ORANGE COUNTY
NORTH CAROLINA
ANIMAL SERVICES

1601 Eubanks Road
Chapel Hill, NC 27516

<http://orangecountync.gov/departments/animalservices>

phone: (919) 942-7387
fax: (919) 918-2393

November 18, 2020

To: Penny Rich, Chair, Board of County Commissioners and Bonnie Hammersley, County Manager
From: Robert A. Marotto, Animal Services Director
Re: **Further Regulation of Aggressive Dogs**

Introduction

Animal Services staff and the Animal Services Advisory Board have received and reviewed a request from Joseph Williams to strengthen the regulation of aggressive dogs in Orange County. After careful consideration involving the Animal Services staff attorney, there is unanimous agreement that further regulation of dogs is both unnecessary and undesirable.

Before turning to Mr. Williams' concerns, I would stress that there is now a greater appreciation of legal provisions for regulating dogs that behave aggressively even when they do not bite a person or another animal. These provisions exist both in Orange County's Unified Animal Ordinance and North Carolina's General Statutes. To a greater degree than previously, Animal Control Officers and others are attentive to whether the facts of a case support enforcement and/or regulation even if an aggressive dog has not bitten someone.

Concerns

Mr. Williams' concerns stem from his personal experience with a neighbor's leashed dog which exhibited some aggression toward him and his own dog. His concern is that Animal Services was unable to apply dangerous dog regulations because his neighbor's dog was leashed and did not bite him or his dog. His proposed remedy is to introduce restrictions that would be applied to dogs that behaved aggressively even if their behavior didn't justify them being declared a dangerous dog.

The restrictions Mr. Williams has proposed are presented in two emails (Attachment I and Attachment II) and include the following:

1. Owners and custodians of aggressive dogs maintain a minimum distance—say 25 feet— from other pets and people. This requirement may be imposed by an Animal Control Officers on the basis of a reported incident or for “dogs recognized as being aggressive.”
2. Owners and keepers of aggressive dogs be required to muzzle their dog even if the dog is not declared dangerous when a “dog recognized as being aggressive” lives in circumstances involving close contact.

Critical Considerations

Attachment III is a memo from the Animal Services Advisory Board Officers regarding Mr. Williams’ concerns and proposal. The memo outlines in detail the reasons the Animal Services Advisory Board, the Animal Services Director and the Animal Services staff attorney do not support adding further regulations to the County’s Unified Animal Ordinance.

Three primary reasons may be summarized as follows:

1. Canine aggression absent a bite is already adequately addressed: It is indeed addressed both by Orange County’s Ordinance and state laws for dangerous dogs. Under North Carolina’s General Statutes (67-4.1), there is a provision for declaring a dog potentially dangerous if there is no bite to a person: “Approached a person when not on the owner’s property in a vicious or terrorizing manner in an apparent attitude of attack.”

An aggressive dogs that does not bite a person is also addressed by two sections of the County’s Ordinance. Under the dangerous animal section (4-42 (b) (3)), an animal may be declared potentially dangerous if “it has attempted to bite a person or cause physical harm through a bite(s) to a person” without being provoked to do so. Under the public nuisance section of the Ordinance (4-45 (b) (2)), a dog may be deemed a nuisance for “[h]abitually or repeatedly, without provocation, chasing, snapping at or attacking pedestrians, bicycles, persons lawfully entering the property to provide a service, other animals being walked on a leash or vehicles even if the animal never leaves the owner’s property.....”

2. Additional due process requirements: Any restriction imposed on an owned animal would need to involve some checks and balances on the agent imposing the restriction. In other words, there would need to be an appeal available to the owner of the animal required to be muzzled or kept at a distance from others. Given that mechanisms already exist for addressing aggressive dogs even when they don’t bite, this would be unnecessary and burdensome.
3. Further restrictions may be perceived as excessive regulations: Orange County already regulates dangers animals to a greater degree than many and quite possibly most local jurisdictions in North Carolina. It does so on the basis of the additional requirements and restrictions for these dogs contained in the County’s Ordinance rather than only relying upon state law. These provisions were subject to considerable discussion during

their adoption because of public concerns about potential adverse impacts upon family pets and watch dogs.

Timeline

The steps taken in reviewing Mr. Williams' concerns and proposed Ordinance amendments are as follows

1. On August 30, 2020 Mr. Williams emailed his concerns to Animal Services and the Animal Services Director responded and recommended that he address his concerns to the Animal Services Advisory Board. (Attachment I)
2. At the September 26, 2020 meeting of the Animal Services Advisory Board meeting, Mr. Williams presented his proposed ordinance amendments. He did so on the basis of an email summary he shared earlier the same day. (Attachment II)
3. The Animal Services Director reviewed Mr. Williams's concerns with the Anne Marie Tosco, the department's staff attorney, at their regular bi-weekly meeting held on September 17, 2020. He then shared the outcomes of this conversation with the Officers of the Animal Services Advisory Board.
4. The Officers addressed critical considerations in a memo to the Animal Services Advisory Board that recommended that no ordinance amendments be pursued. (Attachment III) This memo was distributed and discussed at the October 21, 2020 meeting of the Animal Services Advisory Board but could not be distributed in advance of the meeting, Accordingly, a decision on the recommendation of the Officers was deferred.
5. At its November 18, 2020 meeting, the Animal Services Advisory Board voted unanimously against making these ordinance amendments and to send this memo as part of a package to the Commissioners and County Manager.

cc: Travis Myren, Deputy County Manager
Anne Marie Tosco, Orange County Staff Attorney
Amanda Schwoerke, JD, Chair, Animal Services Advisory Board
Bryan Stuart, Ph.D. Vice-Chair, Animal Services Advisory Board

Bob Marotto

From: JOSEPH WILLIAMS <kokomjo50@yahoo.com>
Sent: Friday, September 4, 2020 12:30 PM
To: Bob Marotto
Subject: [EXTERNAL MAIL] Re: Animal Services
Communication

I will follow your recommendation. Thanks sincerely for your response.

Joe Williams

On Friday, September 4, 2020, 8:37:05 AM EDT, Bob Marotto <bmarotto@orangecountync.gov> wrote:

Mr. Williams,

I apologize for not responding sooner to your email. It's been a busy week.

My recommendation is that you approach the Animal Services Advisory Board (ASAB) before you approach the Board of County Commissioners. The ASAB is a board consisting of residents appointed by our commissioners to work with staff as well as the BOCC on policy matter. The board has been very involved in amending our ordinance including creating Orange County's Unified Animal Ordinance.

I am copying the ASAB chair and vice-chair on this email in the event you would like to address yourself directly to them about your concerns. Also, I would note that you could address the ASAB for up to three minutes simply by attending one of its upcoming virtual meetings. The next one is the evening of September 16 beginning at 6:30 p.m. The schedule, meeting agendas and other information is posted at <https://www.orangecountync.gov/1233/Advisory-Board-Hearing-Panel-Pool>

Finally, I would note that Orange County's restrictions on aggressive and dangerous animals are already quite a bit stronger than those provided by state law. In my experience, one of the most important ways to apply existing regulations is to for concerned county residents to work together effectively to ensure compliance and overall public health and safety. I believe we do so generally and hope that has been your experience with Animal Services.

Sincerely,

Bob Marotto

Animal Services Director

Orange County, NC

Cc: Amanda Schwoerke, Chair, Animal Services Advisory Board

Bryan Stuart, Vice-Chair, Animal Services Advisory Board

Rachel Plast, Administrative Assistant

From: JOSEPH WILLIAMS <kokomoj050@yahoo.com>

Sent: Sunday, August 30, 2020 10:46 AM

To: OCAS <OCAS@orangecountync.gov>

Subject: [EXTERNAL MAIL!] Re: nuisance dog complaint

I am in process of creating a document for Orange County Commissioners suggesting some amendments to UNIFIED ANIMAL CONTROL ORDINANCE. I would appreciate any comments.

1. When using a choke chain that the chain be snugged and a stop such as a D-link which would reduce chances of the dog from backing out of the choke chain.

2 That owners of dogs recognized as being aggressive (pit bulls, rotweilers, dobermans, etc) be barred from approaching withing 20 feet of other owners [dogs unless granted permission.

3. Alternatively that a complaint about an aggressive dog could result in similar ban on approaching within 20-30 feet in descretion of animal control officer. This would add an additional tool that is step below the dangerous dog declaration and would increase safety without unduly burdening owners of agressive dogs,

4. In descretion of animal control officer allow a muzzle to be required without dangerous dog declaration

5. Special circumstances such as condominiums or multifamily complexes where close encounter likely be considered.

2

6, Violations of above be defined as misdemeanor assault if no injuries.to persons or pets, low level felony if person or pets injured .

On Wednesday, August 26, 2020, 3:50:13 PM EDT, JOSEPH WILLIAMS <kokomoi050@yahoo.com> wrote:

In the pic showing the trees you may have to zoom in on the cars to visualize

Thanks

Joseph Williams PO Box 635 Hillsborough NC 27278 919-260-2577

Bob Marotto

Subject: FW: [EXTERNAL MAIL!] Re: Re: Animal Services Communication

From: JOSEPH WILLIAMS <kokomojo50@yahoo.com>

Sent: Wednesday, September 16, 2020 12:33 PM

To: OCAS <OCAS@orangecountync.gov>; Bob Marotto <bmarotto@orangecountync.gov>

Cc: 'amanda.schwoerke@gmail.com' <amanda.schwoerke@gmail.com>; bryanlstuart@gmail.com; Rachel Plast <rplast@orangecountync.gov>

Subject: [EXTERNAL MAIL!] Re: Animal Services Communication

SAFETY CONSIDERATIONS RE UNIFIED ANIMAL CONTROL ORDINACE

Currently the UNIFIED ANIMAL CONTROL ORDINACE classifies dogs as dangerous or not. In the interests of safety of the dog, owner, and the public there could be some intermediate actions which would not require declaring the dog to be dangerous. would improve safety, and provide a graduated path to better owner management or more adverse decision points.

1) When there has been a report of an aggressive dog, on a public space, trying to attack other dogs or persons then as part of the investigation a warning citation could be issued which would require the owner to attempt to maintain a space of 20 feet between their leashed dog and other dogs or persons and to retreat if necessary and issue verbal warnings to stay away from the leashed dog. Future reports of aggressive acts by the dog and or owner could result in requiring the dog to be muzzled without declaring the dog to be dangerous.

2) In addition, a part of the warning citation could be that if the leashed dog is taken into public spaces like sidewalks, or parks where is may not be possible to maintain a 20-foot space require the dog to be muzzled without declaring the dog to be dangerous.

3) Special circumstances could be defined such as the potential of the dog to cause serious injury or death to other dogs and persons; i.e. the size of the dog, breed of the dog, and degree of aggression of the dog. Also, the space where the report of aggressive behavior took place like multi-family condominiums. or apartment complexes. sidewalks, or parks. All persons should have the right to enjoy public spaces without being frightened, threatened, or intimidated by aggressive dogs and/or owners.

4) Much of this could be in the discretion of the animal control officer. When the officer investigates, they could ask the owner if the feel safer in their home or in public with a breed of dog known to be aggressive, like pit bulls, rottweilers, Dobermans etc. If the owner responds yes then they chose the breed of dog for security issues then the dog could be classified as a security dog and required to be muzzled in public spaces. In short, the dog is being used in place of a weapon for security purposes.

5) To protect the animal control officer in the event of future civil or criminal proceedings a simple chart rating the potential of the dog and owner to cause injury or death to other dogs and person. Items of rating could be the size of the dog, breed of the dog, aggressiveness of the dog, owner's willingness to maintain spacing in public spaces, or willingness to voluntarily muzzle the dog when on public spaces, ability of the owner to physically control the dog, type of leash used, past complaints of aggressive behavior by dog or dog handling by owner.

6) Choke chains infer that the dog is large enough, and aggressive enough that the owner cannot physically control the dog with strap type leash. This alone should be sufficient to require a muzzle in public spaces. Also, smart dogs or a dog just thrashing in attempt to be aggressive can lunge then back up out of a choke chain and then potentially cause injury to other dogs or owners. The ordinance could require some type of stop be applied to the choke chain to prevent it slacking up and keep it snugged against the dogs neck enough that it cannot slip over the head. A simple D-link, or snap hook, or spring hook, or clovis pin could be used to accomplish this and most are available at hardware stores. I apologize in advance if some of these issues are already incorporated in the ordinance. Due to intubation injuries to my vocal cords during recent surgery I cannot speak clearly or with adequate volume. I am requesting accommodation.

Submitted By:

Joseph M. Williams

PO Box 635 Hillsborough, NC, 27278

Kokomojo50@yahoo.com

On Friday, September 4, 2020, 8:37:05 AM EDT, Bob Marotto <bmarotto@orangecountync.gov> wrote:

Mr. Williams,

I apologize for not responding sooner to your email. It's been a busy week.

My recommendation is that you approach the Animal Services Advisory Board (ASAB) before you approach the Board of County Commissioners. The ASAB is a board consisting of residents appointed by our commissioners to work with staff as well as the BOCC on policy matter. The board has been very involved in amending our ordinance including creating Orange County's Unified Animal Ordinance.

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Sincerely,

Bob Marotto

Animal Services Director

Orange County, NC

Cc: Amanda Schwoerke, Chair, Animal Services Advisory Board

Bryan Stuart, Vice-Chair, Animal Services Advisory Board

Rachel Plast, Administrative Assistant

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6. Violations of above be defined as misdemeanor assault if no injuries.to persons or pets, low level felony if person or pets injured .

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In the pic showing the trees you may have to zoom in on the cars to visualize

Thanks

Joseph Williams PO Box 635 Hillsborough NC 27278 919-260-2577

To: Animal Services Advisory Board (ASAB)
From: Amanda Schwoerke, Chair; Bryan Stuart, Vice-Chair; Casey Ferrell, Secretary
Re: Joseph Williams' Proposal to Amend the Orange County Unified Animal Control Ordinance
Date: October 21, 2020

At our last meeting, on September 16, 2020, the ASAB heard Joseph Williams' proposal to amend the Orange County Unified Animal Control Ordinance to make it easier to designate animals as dangerous; to mandate additional safety measures for dangerous animals; and to increase the discretion of animal control officers to designate animals. After discussing Mr. Williams' proposal with Animal Services and attorney Anne Marie Tosco, we recommend not taking any action on Mr. Williams' proposal.

Unfortunately, Mr. Williams has had interactions with dogs in his residence that frightened him. However, Animal Services' decision not to mandate protective measures like muzzling plainly depended on the circumstances of the particular case(s), rather than on any limitations of the Unified Animal Control Ordinance. In fact, the relevant laws already accomplish most of what Mr. Williams proposes.

Contrary to Mr. Williams' belief, neither state law nor the Unified Animal Control Ordinance requires direct contact between an animal and a person to designate the animal as dangerous or potentially dangerous. Chapter 67, Article 1A, of the NC General Statutes defines as "dangerous," in part, any dog whom Animal Services has determined to have "approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack." *Id.* § 67-4.1(a)(1)(a)(2) & (2)(c). The Unified Animal Control Ordinance additionally defines as "dangerous" any animal, "on or off the premises of its owner or keeper" who "without provocation has attempted to bite a person or cause physical harm through bite(s) to a person." *Id.* 4-42(b)(4). Animal Services has designated numerous dogs as dangerous or potentially dangerous on the basis of these provisions. The result of such designations is to prohibit a dog's owner from leaving the dog unattended on the owner's property unless securely enclosed, or from taking the dog off of the owner's property unless leashed and muzzled. *Id.* § 4-42(d); NC Gen. Stat. § 67-4.2(a).

Moreover, the Unified Animal Control Ordinance prohibits permitting an animal to create a public nuisance, or maintaining a public nuisance created by an animal. The ordinance essentially defines as a "public nuisance"

[h]abitually or repeatedly, without provocation, chasing, snapping at or attacking pedestrians, bicycles, persons lawfully entering the property to provide a service,

other animals being walked on a leash, or vehicles even if the animal never leaves the owner's property, except that this provision shall not apply if such animal is restrained by a pen, fence, or other secure enclosure. . . .

Id. § 4-45(b)(2). If owners fail to abate a public nuisance, Animal Services can impound the animal or order the animal removed from the county. *Id.* § 4-45(c)(2)-(3). Animal Services has taken both actions in the past. Taken together, the dangerous-animal and public-nuisance laws address most of Mr. Williams' concerns.

A further centerpiece of Mr. Williams' proposal is granting animal control officers more discretion to designate a dog as dangerous and/or to order protective measures like muzzling and close restraint. But this is a transparent violation of the constitutional guaranties of due process. *See* U.S. Const. amends. V & XIV, § 1; N.C. Const. Art. I, § 17. While the issue does not appear to have arisen in North Carolina, courts in several other states have held that due process requires specific findings to declare a dog as dangerous, as well as requiring an opportunity for hearing and appeal. *E.g.*, *Sawh v. City of Lino Lakes*, 823 N.W.2d 627 (Minn. 2012); *State v. Cowan*, 814 N.E.2d 846 (Ohio 2004).

Animal Services clearly has a responsibility to ensure the public safety, but it must balance this responsibility with its obligations towards animal owners and their companion animals. Orange County already has some of the strictest dangerous-animal regulations in the state. In defining potentially dangerous and dangerous dogs, the regulations go beyond the criteria used in state law—upon which most local jurisdictions *solely* rely. This has not been popular with everyone: Animal Services and the ASAB encountered some resistance when proposing the current language in the Unified Animal Control Ordinance, and have heard from residents who believe that the ordinance already goes too far in regulating family dogs and watch dogs. Mr. Williams' proposal would upset the careful balance between competing interests that the Unified Animal Control Ordinance represents.

For these reasons, we recommend that the ASAB take no action on Mr. Williams' proposal.



ORANGE COUNTY CLERK'S OFFICE
POST OFFICE BOX 8181
300 W. TRYON STREET
HILLSBOROUGH, NORTH CAROLINA 27278

November 19, 2020

Commissioners:

A request was made to the Clerk's Office to survey all Statutory, Intergovernmental, and Other Boards on which BOCC members serve. In the interest of not creating a very long list, I have narrowed the list below to just the organizations that do pay either a stipend and/or reimbursement for expenses such as mileage for travel. You will also find the complete list as an attachment. Please find the list below:

- ABC Board - \$75 for attendance to meetings for board members. \$100 for the Chair.
- Board of Health - \$25 for attendance to meetings for board members.
- Board of Social Services - \$30 for attendance to meetings for board members.*
- Cardinal Innovations - \$50 for attendance to meetings for board members and reimbursement for mileage.*
- Go Triangle - \$50 for attendance to meetings for board members.
- NACo – No response.
- NCACC – The only payments made for committee members or executive board members, is for travel expenses related to pertinent meetings.

Thom Freeman-Stuart
Deputy Clerk I
Advisory Boards and Commissions
Orange County Board of Commissioners
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*Representative declined stipend for 2020