



**Orange County
Board of Commissioners**

Agenda

**Reception Remembering Donna Baker
Former Clerk to the Board of Commissioners**

December 13, 2022
6:30 p.m.-7:00 p.m.
Whitted Building
300 West Tryon Street
Hillsborough, NC 27278

Business Meeting

December 13, 2022
7:00 p.m.
Donna S. Baker Meeting Room
Whitted Building
300 West Tryon Street
Hillsborough, NC 27278

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

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

**Presentation of the Plaque and Portrait for the Naming of the Whitted Meeting Room as the
Donna S. Baker Meeting Room**

1. Additions or Changes to the Agenda

PUBLIC CHARGE

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

2. Public Comments (Limited to One Hour)

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

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

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



Submittal of information to the Board or receipt of information by the Board does not constitute approval, endorsement, or consent.

b. **Matters on the Printed Agenda**

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

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

4. Proclamations/ Resolutions/ Special Presentations

- a. Resolution of Commendation for Commissioner Renée Price

5. Public Hearings

6. Regular Agenda

- a. Consideration of Food Council Memorandum of Understanding Renewal

7. Reports

- a. Durham-Chapel Hill-Carrboro Metropolitan Plan Organization Annual Report

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. Enhanced Voluntary and Voluntary Agricultural District Designation – Multiple Farms

c. Proposed Eighteen-Month Extension of the State of North Carolina’s “Building Reuse Grant” Incentive for Industrial Connections & Solutions/ABB Inc.

d. Fiscal Year 2022-23 Budget Amendment #4

e. North Carolina Local Government Commission Contract Amendment

f. Orange County Transportation Services (OCTS) Title VI Plan

g. Schools Adequate Public Facilities Ordinance (SAPFO) – Approval of Membership and Capacity Numbers

h. Correction to the Deed for the Emergency Medical Services (EMS) Efland Station, PIN #9844788137

i. Approval of a License Agreement between Orange County and North State Communications Advanced Services, LLC of North Carolina

j. Change in BOCC Meeting Schedule for 2023

k. Authorization for the Clerk to Proceed with Notification Regarding Potential Removal of an Appointee from the Orange County Housing Authority Board

9. County Manager’s Report

10. County Attorney’s Report



11. *Appointments

- a. Schools Safety Task Force – Appointments Discussion
- b. Alcoholic Beverage Control Board – Appointment Discussion

12. Information Items

- Memorandum – Orange County-Owned Property Inventory for Potential Affordable Housing Development
- Memorandum – Residential Conditional District (R-CD) Zoning Amendments

13. Closed Session

“To discuss the County’s position and to instruct the County Manager and County Attorney on the negotiating position regarding the terms of a contract to purchase real property,” NCGS § 143-318.11(a)(5).

Approval of Closed Session Minutes

14. Adjournment

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

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

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

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 13, 2022

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

SUBJECT: Resolution of Commendation for Commissioner Renée Price

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):

Resolution

INFORMATION CONTACT:

Laura Jensen, Clerk to the Board,
919-245-2130

PURPOSE: To consider a resolution commending Commissioner Renée Price for her service to Orange County.

BACKGROUND: After 10 years as a member of the Orange County Board of Commissioners, Commissioner Renée Price will step down from her position on December 31, 2022 to serve in the NC General Assembly representing NC House District 50. The Orange County Board of Commissioners expresses appreciation to Commissioner Price for her hard work, dedication, and exemplary service to the residents of Orange County, and wishes her the very best in her future endeavors.

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 that the Board approve the resolution commending Commissioner Renée Price for her service to the residents of Orange County.

ORANGE COUNTY BOARD OF COMMISSIONERS
RESOLUTION OF COMMENDATION
FOR
COMMISSIONER RENÉE PRICE

WHEREAS, the residents of Orange County elected Renée Price to the Board of County Commissioners in 2012, and re-elected her in 2016 and 2020; and

WHEREAS, Commissioner Price was elected Chair of the Board of Commissioners in 2020 and again in 2021; and Vice-Chair in 2018 and 2019; and

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

WHEREAS, during her service as an Orange County Commissioner, Commissioner Price supported the needs of underserved and neglected neighborhoods; building affordable housing; improving school facilities; preserving farms and agriculture; the progress of small businesses, artists, craft makers, and entrepreneurs; and took special interest in social and racial justice and expanding broadband; and

WHEREAS, Commissioner Price has shared her talent for leadership and public service through her work on numerous boards and commissions, including the Durham Technical Community College Board of Trustees, Library Services Task Force, TARPO (Triangle Area Rural Planning Organization), NACo (National Association of County Commissioners), NCACC (North Carolina Association of County Commissioners), Historic Rogers Road Task Force, Community Home Trust Board of Directors, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Transportation Advisory Committee, Legislative Issues Work Group, Juvenile Crime Prevention Council, Community Oversight Board, Triangle J Council of Governments, Upper Neuse River Basin Association, Alcoholic Beverage Control Board, Central Community Board, GoTriangle Special Tax Board, GoTriangle Board of Trustees, Joint Public Safety Training Facility Work Group, Cardinal Innovations County Commissioner Advisory Board, Healthy Carolinians, Justice Advisory Council, North South Bus Rapid Transit Policy Committee, and the Strategic Communications Work Group, among others; and

WHEREAS, Commissioner Price was recognized as the WCHL and Chapelboro Hometown Hero in May 2018 and September 2020, and was awarded the WCHL and Chapelboro Village Pride Award in January 2015, the 2021 Special Service Award from the North Carolina Association of Black County Commissioners, and the 2020 M.H. “Jack” Brock Outstanding County Commissioner Award from the North Carolina Association of County Commissioners;

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Commissioners officially commends Renée Price for her hard work, dedication, and exemplary service to the people of Orange County, and wishes her the very best in her service in the North Carolina House of Representatives, and all of her future endeavors.

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

This the 13th day of December, 2022.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 13, 2022

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

SUBJECT: Consideration of Food Council Memorandum of Understanding Renewal

DEPARTMENT: County Manager

ATTACHMENT(S):

Original MOU (2019)
Redlined MOU (2022)

INFORMATION CONTACT:

Travis Myren, 919-245-2308

PURPOSE: To consider renewing the Memorandum of Understanding (MOU) for the Orange County Food Council as proposed by the Food Council's Executive Committee and to consider incorporating recommendations received from the Town of Hillsborough and the Town of Carrboro.

BACKGROUND: In 2019, Orange County, Chapel Hill, Hillsborough, and Carrboro began a process to jointly fund a full-time staff position for the Orange County Food Council. The original Memorandum of Understanding (MOU) was signed by all parties in early 2019, and the Food Council Coordinator was hired in July 2019. The existing MOU was meant to be reviewed after two years.

The Food Council's Executive Committee, which is comprised of an elected official from each of the participating jurisdictions, is recommending a renewal of the MOU with clarifying updates to the agreement.

Staff submitted a request to each jurisdiction to provide an annual presentation and a report for the MOU renewal. Each jurisdiction has received the redlined MOU and annual report materials. The BOCC discussed this topic at its November 10, 2022 work session. The Towns of Hillsborough and Carrboro received presentations from staff in August and October. The following recommendations were provided by Hillsborough and Carrboro:

Hillsborough Recommendation

- 1) In Section B (c), change the final line to, "contribute to the dismantling of systemic racism."

Carrboro Recommendations

- 1) Include a clause stating:
 - a. The County will serve as the administrative and fiscal agent for the Food Council
 - b. An annual report be required to be provided to all jurisdictions

- c. The line item budget must be submitted to the jurisdictions with the annual report.
- 2) Add the word “collaboration” in the third paragraph of the MOU after “facilitate communication.”

The Town of Chapel Hill has not scheduled the Food Council MOU renewal for discussion.

FINANCIAL IMPACT: The County’s portion of the Food Council Coordinator’s annual salary and benefits is \$28,501.

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 government through voting and volunteering by eliminating disparities in participation and barriers to participation
- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

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

RECOMMENDATION(S): The Manager recommends that the Board consider renewing the Memorandum of Understanding (MOU) for the Orange County Food Council as proposed by the Food Council’s Executive Committee and also consider incorporating recommendations received from the Town of Hillsborough and the Town of Carrboro.

**Memorandum of Understanding between Orange County and the
Towns of Chapel Hill, Carrboro, and Hillsborough:
Orange County Food Council**

Whereas, since July 1, 2015, the Orange County Board of Commissioners, Chapel Hill Town Council, Carrboro Board of Aldermen, and Hillsborough Board of Commissioners have provided financial support to the Orange County Food Council.

Whereas, the Orange County Food Council will provide advice and recommendations to the four jurisdictions on issues related to the county community food system and also facilitate communication between community groups, committees, commissions, and other boards whose work supports a thriving local farm economy, access to healthy food, food related economic development, strong communities, sustainable ecosystems, and healthy people.

Whereas, the parties to this Memorandum understand the value of this work to each jurisdiction and accordingly intend to continue to fund and support it.

Whereas, the Orange County Food Council Executive Committee consists of elected representatives appointed from each of the above governmental partners as well as the Chair of the Food Council, charged with providing oversight of the Food Council Coordinator.

Whereas, the Orange County Food Council consists of a 16-member council including elected representatives appointed from each of the above governmental partners and a cross-section of community members, food access and food provider representation, charged with providing direction for the council's work, and the parties to this Memorandum intend for the 16-member food council to continue to perform this role, and

Whereas, the parties to this Memorandum intend to provide funding to support a Food Council Coordinator, whose responsibilities have been outlined in a Job Description and the parties to this Memorandum hereby clarify the roles and responsibilities of each body as it relates to funding and oversight.

A. The Executive Committee will:

1. Provide ongoing supervision of the Coordinator through the County Manager by:
 - i. Conducting joint annual performance reviews of the Coordinator with the County Manager, after gathering input from the Chair of the Food Council and others, as appropriate;
 - ii. Approving an annual work plan for the Coordinator based on the goals of the Plan, subject to final approval by the County Manager;
 - iii. Meeting with and reviewing the work plan with the Coordinator and the County Manager quarterly;

- iv. Participating in interviews for the hiring of the Coordinator;
 - v. Making recommendations to the County Manager regarding performance concerns related to the Coordinator.
2. Operate its program on the same fiscal year as that operated by the Towns and County.
 3. Not have supervisory authority over any Town or County staff who may be assigned to provide assistance to the Food Council or Executive Committee.
 4. Meet quarterly, with staff support, to review progress under the annual work plan.
- B. The 16-member Food Council will:
1. Convene stakeholders to build strategic partnerships across all sectors, identify issues,
 2. Conduct research, and educate the community on the Orange County food system,
 3. Promote sustainable agriculture, increase economic development, and advance social justice,
 4. Develop strategies, and advise on policy recommendations to encourage the growth of a robust community food system and a healthier population.
- C. Towns and County will:
1. Appoint an elected representative to serve as liaison between the governmental jurisdiction and the Orange County Food Council. The appointed representative will serve on the Executive Committee.
 2. Provide office space and supplies for the use of the Coordinator.
 3. Provide staff assistance as needed to support the Coordinator and Orange County Food Council members and workgroup members subject to the County Manager's direction.
 4. Provide an annual appointment from the elected governing bodies to the OCFC.
 5. Assist with the annual implementation efforts of food council and workgroup priorities.
 6. Continue to support the Orange County Food Council.
 7. The amount of funding to be provided by each partner will be determined by utilizing a population-based formula based on the latest Census data. Based upon the 2010 Census data, the percentage contributions are as follows:

- Orange County 39%
 - Town of Chapel Hill 41%
 - Town of Carrboro 15%
 - Town of Hillsborough 5%
8. Receive an annual report from Orange County Food Council.
 9. Not be required or expected to continue funding the Coordinator position should the funding not be available through any one or more of the other partners.
 10. Not require or suggest the Orange County Food Council or its Coordinator perform work on goals that are not in her/his work plan for the food council.

This Memorandum will remain in effect for two years from the date of its adoption by all Parties. The Memorandum may be renewed for up to five additional two-year terms. Any Party hereto may withdraw from the Memorandum by providing written notice to every other Party at least 12 months prior to the start of the fiscal year in which the Party wishes to withdraw. If a Party chooses to withdraw all Parties will assist the Food Council in pursuing 501(c)(3) non-profit status.

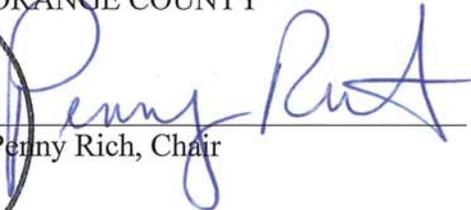
[SIGNATURES TO FOLLOW]

Wherefore the Parties hereto have set their hands and seals on the day and dates recorded below.


 ATTEST

ORANGE COUNTY

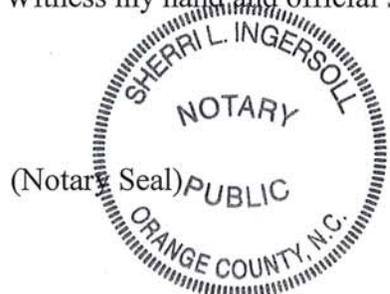
 Penny Rich, Chair

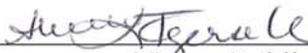


STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that Donna S. Baker, personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Orange County, North Carolina and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chair of said Board of Commissioners and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal this 19th day of June, 2019.




 Notary Public

My commission expires: 2/10/2023



TOWN OF CHAPEL HILL

Pam Hemminger
 Pam Hemminger, Mayor

ATTEST

STATE OF NORTH CAROLINA
 ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that SABRINA M. OLIVER, personally came before me this day and acknowledged that ~~he~~ she is the Town Clerk for the Town of Chapel Hill, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Chapel Hill, NC and attested by her as Town Clerk for the Town of Chapel Hill, NC.

Witness my hand and official stamp or seal this 12 day of June, 2019

(Notary Seal)



Amy T. Harvey
 Notary Public

My commission expires May 15, 2020

TOWN OF CARRBORO

Lydia E. Lavelle
Lydia Lavelle, Mayor

Catherine Dorando
ATTEST

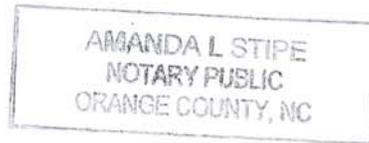
STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that Catherine Dorando, personally came before me this day and acknowledged that she is the Town Clerk for the Town of Carrboro, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Carrboro, NC and attested by her as Town Clerk for the Town of Carrboro, NC.

Witness my hand and official stamp or seal this 3rd day of APRIL, 2019.

Amanda L. Stipe
Notary Public
AMANDA L. STIPE

(Notary Seal)



My commission expires: APRIL 4, 2022

TOWN OF HILLSBOROUGH

Tom Stevens

Tom Stevens, Mayor

Kathie McFarley

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that Katherine M. Cathey, personally came before me this day and acknowledged that she is the Town Clerk for the Town of Hillsborough, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Hillsborough, NC and attested by her as Town Clerk for the Town of Hillsborough, NC.

Witness my hand and official stamp or seal this 16 day of April, 2019.

Julia A. Laws

Notary Public



My commission expires: 09/05/22

**Memorandum of Understanding between Orange County and the Towns of Chapel Hill,
Carrboro, and Hillsborough:
Orange County Food Council**

THIS MEMORANDUM OF AGREEMENT (“Agreement”), made and entered into this ____ day of _____, 20__ between Towns of Carrboro, Chapel Hill, and Hillsborough, North Carolina municipal corporations situated in Orange County, North Carolina (hereinafter referred to individually as the “Town” and jointly as “Towns”); and Orange County, a political subdivision of the State of North Carolina (hereinafter referred to as the “County”), for the provision of funding for a Food Council Coordinator. (County and Towns may be referred to collectively as the “Parties”)

Whereas, since July 1, 2015, the Orange County Board of Commissioners, Chapel Hill Town Council, Carrboro Town Council, and Hillsborough Board of Commissioners have provided financial support to the Orange County Food Council.

Whereas, the Orange County Food Council will provide advice and recommendations to the four jurisdictions on issues related to the county community food system and also facilitate communication between community groups, committees, commissions, and other boards, whose work supports a thriving local farm economy, access to healthy food, food related economic development, strong communities, sustainable ecosystems, and healthy people.

Whereas, the Parties to this Agreement understand the value of this work to each jurisdiction and accordingly intend to continue to fund and support it.

Whereas, the Orange County Food Council Executive Committee consists of elected representatives appointed from each of the above governmental partners as well as the Co-Chair^[AH1] of the Food Council, charged with providing oversight of the Food Council Coordinator.

Whereas, the Orange County Food Council consists of a 1116-member council including elected representatives appointed from each of the above governmental partners and a cross-section of community members, food access and food provider representation, charged with providing direction for the council’s work, and the Parties to this Agreement intend for the 1116-member Food Council to continue to perform this role, and

Whereas, the Parties to this Agreement intend to provide funding support to a Food Council Coordinator, whose responsibilities have been outlined in a Job Description and the Parties to this Agreement hereby clarify the roles and responsibilities of each body as it relates to funding and oversight.

A. The Executive Committee will

1. Provide ongoing guidance of the Coordinator with all decisions about the Coordinator's work subject to final approval by the County Manager. The Executive Committee will provide this guidance by:
 - a. Conducting joint annual performance reviews of the Coordinator with the County Manager, after gathering input from the Co-chairs of the Food Council and others, as appropriate;
 - b. Approving an annual work plan for the Coordinator based on the goals of the Plan, subject to final approval by the County Manager;
 - c. Meeting with and reviewing the work plan with the Coordinator and the County Manager quarterly;
 - d. Participating in interviews for the hiring of the Coordinator;
 - e. Making recommendations to the County Manager regarding performance concerns related to the Coordinator.
2. Operate its program on the same fiscal year as that operated by the Towns and County
3. Not have supervisory authority over any Town or County staff who may be assigned to provide assistance to the Food Council or Executive Committee
4. Meet quarterly, with staff support, to review progress under the annual work plan.

B. The 11-member [AH2] Food Council will:

- a. Convene stakeholders to build strategic partnerships across all sectors, identify issues,
- b. Conduct research, and educate the community on the Orange County food system,
- c. Promote sustainable agriculture, increase economic development, and advance social justice, [AH3] and [AH4] dismantle systemic racism,
- d. Develop strategies, and advise on policy recommendations to encourage the growth of a robust community food system and a healthier population.

C. Towns and County will:

- a. Appoint an elected representative to serve as liaison between the governmental jurisdiction and the Orange County Food Council. The appointed representative will serve on the Executive Committee.
- b. Provide office space and supplies for the use of the Coordinator.
- c. Provide staff assistance as needed to support the Coordinator and Orange County Food Council members and workgroup members subject to the County Manager's direction.
- d. Provide an annual appointment from the elected governing bodies to the Orange County Food Council.
- e. Assist with the annual implementation efforts of the Food Council and workgroup priorities.
- f. Continue to support the Orange County Food Council.

- g. The amount of funding to be provided by each partner will be determined by utilizing a population-based formula based on the latest Census data. Based upon the 2020 Census data^[AH5], the percentage contributions are as follows:
- Orange County 39%
 - Town of Chapel Hill 41%
 - Town of Carrboro 145%
 - Town of Hillsborough 65%
- h. Receive an annual report from Orange County Food Council.
- i. Not be required or expected to continue funding the Coordinator position should the funding not be available through any one or more of the other partners.
- j. Not require or suggest the Orange County Food Council or its Coordinator perform work on goals that are not in her/his work plan for the Food Council.

D. Invoicing and Payment:

- a. The Coordinator will submit annual invoices on behalf of the County to each Party by April 1st and payment will be due by June 30th each year. Failure to pay the agreed upon amount (see section C. g.) will be considered a breach of this Agreement.

This Agreement will remain in effect for five years^[AH6] from the date of its adoption by all Parties. The Agreement may be renewed for up to five additional five-year terms. Any Party hereto may withdraw from the Agreement by providing written notice to every other Party at least 12 months prior to the start of the fiscal year in which the Party wishes to withdraw.

[SIGNATURES TO FOLLOW]

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT
Meeting Date: December 13, 2022**

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

SUBJECT: Durham-Chapel Hill-Carrboro Metropolitan Plan Organization Annual Report

DEPARTMENT: Orange County Transportation Services

ATTACHMENT(S):

INFORMATION CONTACT:

Doug Plachcinski, DCHC MPO Executive
Director, 919-560-4366

Nishith Trivedi, Transportation Services
Director, 919-245-2007

PURPOSE: To receive a presentation on Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Annual Report.

BACKGROUND: The Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (MPO) is the regional transportation planning agency in North Carolina's western Triangle. In cooperation with the North Carolina Department of Transportation (NCDOT), the MPO is responsible for the planning and programming of all modes of transportation including highways, public transit, freight, bicycles, and pedestrians. The MPO's work is regionally based, but community focused. The MPO formulates and implements plans that will improve life locally and ensure that plans reflect the expressed needs of its member communities. Orange County is a member community and provided \$35,019 in local match funding to support MPO operations this year.

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

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

- **GOAL: CREATE A SAFE COMMUNITY**

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

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

- **CLEAN OR AVOIDED TRANSPORTATION**

Implement programs that monitor and improve local and regional air quality by: 1) promoting public transportation options; 2) decreasing dependence on single-occupancy vehicles, and 3) otherwise minimizing the need for travel.

RECOMMENDATIONS: The Manager recommends Board receive the information and provide comments.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 13, 2022

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

SUBJECT: Minutes

DEPARTMENT: Board of County Commissioners

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

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

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

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

Attachment 1: November 1, 2022 Business Meeting
Attachment 2: November 10, 2022 Work Session

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

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

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

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

1 DRAFT

2 **MINUTES**
3 **ORANGE COUNTY**
4 **BOARD OF COMMISSIONERS**
5 **BUSINESS MEETING**
6 **November 1, 2022**
7 **7:00 p.m.**

8 The Orange County Board of Commissioners met for a Business Meeting on Tuesday,
9 November 1, 2022 at 7:00 p.m. at the Whitted Human Services Center in Hillsborough, NC.

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

14 **COUNTY COMMISSIONERS ABSENT:** None.

15 **COUNTY ATTORNEYS PRESENT:** John Roberts

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

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

21
22 **1. Additions or Changes to the Agenda**

23
24 Chair Price proposed removing item 6-a from the agenda for consideration at the
25 November 10th work session, and adding a Native American Heritage Month proclamation to the
26 agenda as item 4-b.

27
28 A motion was made by Commissioner Greene, seconded by Commissioner Hamilton, to
29 remove item 6-a from the agenda and add item 4-b.

30
31 **VOTE: UNANIMOUS**

32
33 Chair Price dispensed with reading the public charge.

34
35 **2. Public Comments (Limited to One Hour)**

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

37
38 There was no one signed up to speak on matters not on the printed agenda.

39
40 **b. Matters on the Printed Agenda**

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

42
43 **3. Announcements, Petitions and Comments by Board Members**

44 Commissioner Fowler said she attended the Behavioral Health Task Force meeting last
45 Thursday, where the Orange County Partnership to End Homelessness presented about the
46 connection between homelessness and mental health. She said the Task Force also heard from
47 Alliance on their Network Adequacy Assessment. She said she also wholeheartedly supports
48 Commissioner Richards' request from the last meeting to examine the possibility of providing
49 universal pre-K.

50 Commissioner Greene said, on behalf of the Broadband Task Force, there is an updated
51 Frequently Asked Questions (FAQ) page on the website that people can refer to. She said it

1 reports that things are generally on schedule. She said if anyone has questions about whether or
2 not their address will be served with broadband, they should reach out to the County, who will
3 direct them to Lumos for verification.

4 Commissioner Hamilton had no comments.

5 Commissioner Bedford said she was also at the Behavioral Health Task Force meeting,
6 and noted Commissioner Greene was on the Zoom meeting as well. She reminded Orange
7 County voters that early voting runs through Friday from 8:00 am-7:30 pm, and Saturday is the
8 last day for early voting from 8:00 am-3:00 pm. She said if voters wait to vote on Election Day,
9 they will have to vote at their assigned precinct, which they can find under "Elections" on the
10 county website. She also noted that people must already be registered to vote in order to vote on
11 Election Day, and that today was the last day to request an absentee ballot.

12 Commissioner McKee had no comments.

13 Commissioner Richards said November is Family Caregiver Month. She said the
14 Department on Aging will be recognized this later this month. She said there are many people
15 with aging parents or who care for young people, and there are sessions on the Department on
16 Aging website to remind caregivers to care for themselves. She said she was absent from the last
17 week's meeting while she attended the Inter-city Visit. She said they went to Winston-Salem to
18 the innovation center, then to Asheville. She said she will try to consolidate her notes from the trip
19 at some point to share with the Board. She said she was happy to be joined by Travis Myren, the
20 new Planning Director, Cy Stober, and other Planning staff. She said it was eye-opening that
21 many jurisdictions are facing similar challenges and see how they are handling them.

22 Chair Price said the SHARP Direct Care Workers Awards will be at the Seymour Center
23 on Thursday at 4:30 pm. She noted that Todd McGee, Community Relations Director, sent out a
24 notice that deer hunting in the northern part of the county begins November 12-January 2. She
25 said there are usually complaints from residents around this time, so she wants people to be
26 informed. She said there is more information on the county's website. She also said the Board
27 was sent PowerPoints for several items this evening, which are at their places.

28 Chair Price asked for volunteers from the Board to serve on the Strategic Plan Selection
29 Panel.

30 Commissioner Fowler, Commissioner Bedford, and Commissioner Richards volunteered.

31
32 A motion was made by Commissioner McKee, seconded by Commissioner Hamilton, to
33 appoint Commissioner Fowler, Commissioner Bedford, and Commissioner Richards to serve on
34 the Strategic Plan Selection Panel.

35
36 **VOTE: UNANIMOUS**

37 38 **4. Proclamations/ Resolutions/ Special Presentations**

39 40 **a. Proclamation Recognizing Mike Smith, Dean of UNC School of Government**

41 The Board approved a proclamation recognizing Mike Smith, Dean of the School of Government
42 at the University of North Carolina at Chapel Hill.

43
44 **BACKGROUND:** Mike Smith has led the UNC School of Government for 30 years. Smith has
45 been a member of the School of Government faculty – originally the Institute of Government –
46 since 1978 and was named director in 1992. When the Institute became known as the School of
47 Government in 2001, Smith was named dean. As one of the longest-serving deans in Carolina's
48 modern history, Smith expanded the School's capacity in the fields of management and leadership,
49 finance, and administration. Under his leadership, the School became the largest and most
50 comprehensive university-based local government training, advisory, and research organization in
51 the United States. Smith is a champion of the School's core values of neutrality, non-advocacy,

1 and responsiveness. Smith recently announced his intention to step down as dean on December
2 31, 2022.

3
4 Commissioner Bedford read the following proclamation:

5
6 **ORANGE COUNTY BOARD OF COMMISSIONERS**

7
8 **PROCLAMATION RECOGNIZING**
9 **DEAN MIKE SMITH**

10
11 **WHEREAS**, Michael R. “Mike” Smith became a faculty member of the University of North Carolina
12 at Chapel Hill Institute of Government in 1978 and became its director in 1992; and

13
14 **WHEREAS**, when the Institute of Government became known as the School of Government in
15 2001, Mike Smith was named Dean and has held that position continually since then, becoming
16 one of the longest serving deans in University history; and

17
18 **WHEREAS**, Dean Mike Smith facilitated the successful transition of the Master of Public
19 Administration (MPA) program to the school in 1997, and helped launch the fully online MPA
20 degree in 2013, quadrupling the number of students served; and

21
22 **WHEREAS**, through Dean Smith’s leadership in raising legislative and private funds, the Knapp-
23 Sanders Building, home of the School of Government, was renovated and expanded in 2004; and

24
25 **WHEREAS**, Dean Smith expanded the School’s capacity to serve by offering programs in public
26 technology, public leadership and governance, environmental finance, development finance,
27 data-driven policy, and criminal justice; and

28
29 **WHEREAS**, under Dean Smith’s leadership, the School of Government has become the largest
30 and most comprehensive university-based local government training, advisory, and research
31 organization in the United States; and

32
33 **WHEREAS**, in 2006, Dean Smith was appointed Vice Chancellor for Public Service and
34 Engagement, leading the response to UNC Tomorrow, an initiative to make the University of North
35 Carolina System more responsive to the needs of the state; and

36
37 **WHEREAS**, during his tenure, Dean Smith was a force behind some of the University’s most
38 significant public outreach efforts within the state, including the Carolina Center for Public Service,
39 the Thorp Faculty Engaged Scholars Program, the Carolina Engagement Council, and the Tar
40 Heel Bus Tour; and

41
42 **WHEREAS**, Dean Smith exemplifies the values of neutrality, nonadvocacy, and responsiveness
43 of the School of Government in its mission to improve state and local governments for all North
44 Carolinians; and

45
46 **WHEREAS**, as he steps down as Dean at the end of 2022, Dean Smith leaves a legacy as one
47 of the University’s greatest champions of public service;

48
49 **NOW, THEREFORE**, the Orange County Board of Commissioners, on behalf of the people of
50 Orange County, does hereby proclaim Wednesday, November 2, 2022 as

51
52 **DEAN MIKE SMITH DAY**
53

1 in recognition of his years of exemplary service as Dean of the University of North Carolina at
 2 Chapel Hill School of Government, and in appreciation of his commitment to improving North
 3 Carolina communities through professionalism and leadership in government.
 4

5 This the 1st day of November, 2022.
 6
 7
 8
 9

10 _____
 11 Renee Price, Chair
 12 Orange County Board of Commissioners

13 A motion was made by Commissioner Bedford, seconded by Commissioner McKee, to
 14 approve and authorize the Chair to sign the proclamation.
 15

16 **VOTE: UNANIMOUS**
 17

18 Dean Smith said he is grateful for the proclamation. He said he stands before them
 19 representing his colleagues at the School of Government who are so dedicated to public service
 20 in North Carolina and so dedicated to working with local government officials. He said it has
 21 been his pleasure to work with them and facilitate what they have been able to do and what they
 22 want to do. He said he works with all 100 counties, but Orange County is his county and the
 23 best county, so it is special to be here. He said it has been a pleasure to work with everyone in
 24 Orange County. He said this is special to him and he is grateful on behalf of the School of
 25 Government, but also himself. He thanked the Board for their public service. He said it a
 26 challenging time and it has never been more important to be in public service and never more
 27 important for the mission of the School of Government.

28 Chair Price said she has appreciated the School of Government since she became a
 29 commissioner. She said it has provided many programs, courses, and opportunities for learning
 30 for her. She said anyone who goes through the classes becomes a better leader for their
 31 community.

32 Commissioner Hamilton said she appreciates Dean Smith's work, and that she also
 33 appreciated the classes and resources as a new commissioner.
 34

35 **b. Native American Heritage Month Proclamation**

36 The Board considered approving a proclamation declaring November Native American Heritage
 37 month, as added at the beginning of the meeting.
 38

39 Chair Price read the following proclamation:
 40

41 **ORANGE COUNTY BOARD OF COMMISSIONERS**
 42

43 **PROCLAMATION**

44 **NATIVE AMERICAN HERITAGE MONTH 2022**
 45

46 WHEREAS, for millennia, various nations of Indigenous Peoples with their own Tribal
 47 governments, social organizations, economic systems, and cultural traditions had inhabited the
 48 lands now known as the United States of America; and
 49

50 WHEREAS North Carolina is home to eight state recognized tribes including the Coharie, Eastern
 51 Band of Cherokee, Haliwa-Saponi, Lumbee, Meherrin, Occaneechi Band of the Saponi Nation,
 52 Sappony and Waccamaw-Siouan; and

1
2 WHEREAS the Occaneechi Band of the Saponi Nation dwelt in this region today known as
3 Orange County; and
4

5 WHEREAS, in the 18th century, the United States was founded on a concept that all people are
6 created equal, yet American Indian and Alaska Native peoples have struggled and persevered to
7 maintain their identity and their civilization despite centuries of inhumane and unjust Federal
8 policies focused on genocide, removal, and compulsory assimilation; and
9

10 WHEREAS American Indians have served and continue to serve in the Armed Forces—including
11 the Native American Code Talkers in World War I and World War II—defending the United States
12 and continue to serve at a higher rate than any other ethnic group in the Nation; and
13

14 WHEREAS President Joseph R. Biden signed a Presidential Memorandum committing his
15 Administration to fulfilling Federal trust and treaty responsibilities, respecting Tribal self-
16 governance, and conducting regular consultations with Native American Nations on a range of
17 policy issues; and
18

19 WHEREAS Deb Haaland of the Pueblo of Laguna serves as United States Secretary of the
20 Interior and is the first American Indian in United States history to serve in the Cabinet, having
21 been appointed by President Biden; and
22

23 WHEREAS, in 1990, President George H. W. Bush declared November as National Native
24 American Heritage Month with a bill honoring the Tribal People of America, which began in 1976,
25 when Jerry C. Elliott-High Eagle, a Cherokee/Osage Indian, authored Native American
26 Awareness Week legislation; and
27

28 WHEREAS National Native American Heritage Month is a platform for American Indians to share
29 their culture, traditions, arts, and concepts of life, as well as a time for all people to celebrate the
30 myriad of contributions by Native Americans and honor their influence on the advancement of the
31 United States; and
32

33 WHEREAS the theme this year is “We will defend Tribal sovereignty, self-government, self-
34 determination, and the homelands of Tribal Nations” to reflect the resilience of American Indians;
35

36 NOW, THEREFORE, the Board of County Commissioners, of Orange County, North Carolina
37 hereby proclaims November 2022 as NATIVE AMERICAN HERITAGE MONTH, and urges all
38 residents to observe this month by participating in activities and ceremonies to celebrate
39 November 25, 2022, as Native American Heritage Day to honor the cultures and contributions of
40 Native Americans by committing to freedom, peace, and justice for all.
41

42
43 This 1st day of November 2022.
44

45 _____
46 Renee Price, Chair
47 Orange County Board of Commissioners

48 A motion was made by Commissioner Price, seconded by Commissioner Fowler, to
49 approve and authorize the Chair to sign the proclamation.
50

51 **VOTE: UNANIMOUS**

1
2 Beverly Payne, Tribal Council member of the Occaneechi Band of the Saponi Nation
3 Tribe, thanked the Board for the proclamation and thanked them for their service to Orange
4 County. She said she knows how hard they all work and appreciates everything they do.
5

6 **5. Public Hearings**

7 **a. Public Hearing on Orange County's HOME-ARP Allocation Plan**

8 The Board held a public hearing on Orange County's HOME-ARP Allocation Plan.
9

10 **BACKGROUND:** The American Rescue Plan Act of 2021 appropriated \$5 billion nationwide to
11 provide housing, services, and shelter to individuals experiencing homelessness and other
12 vulnerable populations. The funds were allocated by formula to jurisdictions through the U.S.
13 Department of Housing and Urban Development (HUD) HOME Investment Partnership (HOME)
14 Program. This funding is called "HOME-ARP". In September 2021, HUD awarded the Orange
15 County HOME Consortium (which consists of the County – the "lead entity" for the Consortium –
16 and the Towns of Carrboro, Chapel Hill, and Hillsborough) \$1,371,401 in HOME-ARP funds.
17

18 Led by the Local Government Affordable Housing Collaborative (a group made up of one elected
19 official from each jurisdiction that comprises the Consortium), the Orange County HOME
20 Consortium must develop an Allocation Plan to identify priority housing and service needs in the
21 community that may be supported with HOME-ARP funds and to describe the process that will
22 be used to distribute HOME-ARP funds. The Consortium's \$1.3 million in HOME-ARP may not
23 be used for eligible housing projects or activities until an Allocation Plan is approved by HUD. It
24 is not expected that any funds will be committed or disbursed in the near future, since the
25 Consortium is just now starting the planning process. The Allocation Plan will determine how the
26 HOME-ARP funds will be awarded to projects or activities and lay out, broadly, which types of
27 eligible uses the Consortium plans to prioritize.
28

29 Once the Allocation Plan is created, staff will follow the process outlined in the Plan. For example,
30 if (based on the community engagement and needs assessment process), the Collaborative
31 decides to distribute HOME-ARP funds through a competitive application process and to prioritize
32 development of affordable housing, staff would then issue a funding application for affordable
33 housing development projects.
34

35 As part of the development of the Plan, Orange County must consult with stakeholders that work
36 with the "Qualifying Populations" listed above. County and Town staff are actively engaging
37 stakeholders by presenting at meetings, soliciting feedback through a survey, and incorporating
38 feedback from the Towns' community engagement processes around ARPA funding.
39

40 As the lead entity of the Consortium, the County must hold a public hearing to obtain residents'
41 comments and feedback on how the HOME-ARP funds should be awarded. Members of the
42 public may submit comments at the public hearing and during the public comment period (October
43 22 – November 7, 2022) to Shaina Crump, Community Development Specialist, by email
44 (scrump@orangecountync.gov), by mail (PO Box 8181, Hillsborough, NC 27278) or by telephone
45 (919-886-3574).
46

47 The County held a public hearing last Fall, and since then staff have drafted the HOME-ARP
48 Allocation Plan based on the feedback received during the first public hearing and public comment
49 period, on the other community engagement and stakeholder consultation efforts (including a
50 survey and presentations at community meetings), and from the ARPA public participation
51 processes being conducted by the Towns of Carrboro and Chapel Hill.

1
2 After this public hearing on the draft HOME-ARP Allocation Plan, staff will incorporate public
3 feedback into the Plan and present a final version for approval by the Collaborative. Once the
4 Collaborative approves, staff will submit the Plan to HUD. HUD is responsible for final approval
5 of the Plan, at which point, the Consortium may begin to use its HOME-ARP funds. To use the
6 funds, the County will submit draw requests to HUD through its finance system on a
7 reimbursement basis. Any HOME-ARP funds not disbursed by September 30, 2030 will revert
8 back to HUD.
9

10 Corey Root, Director of Housing and Community Development, reviewed the background
11 information for this item. She said there are many steps in order to access the money allocated
12 for Orange County from HOME-ARP funds. She said there was a first public hearing around a
13 year ago for the HOME-ARP Allocation Plan. She said the county is not required to do a second
14 public hearing, but wanted to anyway because the first one was getting input on what should be
15 in the plan and this one is focused on input on what the plan actually says. She said staff has
16 done robust outreach and consulted the many groups that work on housing throughout the county,
17 as well as service providers, the Orange County Partnership to End Homelessness Leadership
18 Team and working groups. She said staff also conducted a community survey and has gotten
19 input from folks with lived experienced of housing insecurity. She said all of this input was included
20 in the draft plan, and the recommendation from the Local Government Affordable Housing
21 Collaborative is to put the extra HOME-ARP money into the regular HOME funding to have a
22 combined application process for service providers beginning in December 2022 or January 2023.
23 She said any input received tonight or during the scheduled public comment period will be
24 included in the revised plan. The plan will then be submitted to HUD, and hope to have the
25 approved plan available by January 2023.
26

27 A motion was made by Commissioner Hamilton, seconded by Commissioner Fowler, to
28 open the public hearing.
29

30 **VOTE: UNANIMOUS**
31

32 There was no one signed up to speak for the public hearing.
33

34 A motion was made by Commissioner Greene, seconded by Commissioner Fowler, to
35 close the public hearing.
36

37 **VOTE: UNANIMOUS**
38

39 Commissioner Greene said this is a good idea and plan.

40 Commissioner Richards said she appreciated the extensive effort to get input on the plan.
41 She said it struck her how many groups are working on this issue in the county. She said it begs
42 the question of how they can all have a strategy that works together in order to leverage the
43 funding. She said if there was a more clear strategy or definition about what the county was trying
44 to do, they might be able to have a bigger impact. She said she likes having a streamlined
45 process, but hopes the money will be able to have the most effective impact.

46 Commissioner Bedford said she also noted that the non-profits, organizations, and the
47 towns all hit on the same needs. She said Orange County is fortunate to have this additional
48 funding and that she looks forward to seeing the applications. She asked which group will prioritize
49 the applications.
50

50 Corey Root said the Local Government Affordable Housing Collaborative will do that.

1 Commissioner Greene asked if Corey would describe the Collaborative's thinking and
2 strategy.

3 Corey Root said the \$1.3 million comes with 10% dedicated to administrative costs for a
4 total of approximately \$137,000. She said since this is one time administrative funding, it seemed
5 strange to allocate that to staffing. She said the Collaborative has asked staff to look into a
6 Countywide Housing Plan to combine and expand upon existing housing plans, and the plan is to
7 use the administrative money for a consultant to do this work. She an RFP has been drafted for
8 a consultant to do an analysis of existing plans and groups. She said the consultant will also do
9 a deep dive into what folks with lived experience feel are the most important needs.

10
11 **b. Public Hearing on 2021 Consolidated Annual Performance Report (CAPER) for the**
12 **HOME Investment Partnerships (HOME) Program**

13 The Board held a public hearing on the draft Consolidated Annual Performance Report (CAPER)
14 for the HOME Investment Partnerships (HOME) Program.

15
16 **BACKGROUND:** Each year, Orange County reports on activities undertaken with funds from the
17 U.S. Department of Housing and Urban Development through the HOME Program. This annual
18 report, called the Consolidated Annual Performance Report (CAPER), documents the progress
19 towards implementing the priorities and activities identified in the Annual Action Plan. During the
20 2021 CAPER period (July 1, 2021 through June 30, 2022), the County disbursed approximately
21 \$200,000 in HOME funds and an additional \$54,000 in local matching funds (contributed by the
22 Towns of Chapel Hill, Carrboro, and Hillsborough, as well as the County) for eligible housing
23 activities. These activities included provision of down payment assistance for low-income
24 homebuyers and provision of tenant-based rental assistance.

25
26 Orange County must hold a public hearing to obtain residents' comments and feedback on the
27 Consolidated Annual Performance Report (CAPER). Members of the public may also submit
28 comments during the public comment period (October 22 – November 7, 2022) to Shaina Crump,
29 Community Development Specialist, by email (scrump@orangecountync.gov), by mail (PO Box
30 8181, Hillsborough, NC 27278) or by telephone (919-886-3574).

31
32 Corey Root reviewed the background information for this item. She said HOME dollars
33 can be spent over a five year period. She said many items show that no money has been spent
34 yet, because there are five years to spend the money.

35 Commissioner Fowler asked how much money was spent in FY21.

36 Corey Root said \$271,000 was spent from various funding years, not only from FY21
37 funding.

38
39 A motion was made by Commissioner Fowler, seconded by Commissioner Hamilton, to
40 open the public hearing.

41
42 **VOTE: UNANIMOUS**

43
44 There was no one signed up to speak for the public hearing.

45
46 A motion was made by Commissioner McKee, seconded by Commissioner Richards, to
47 close the public hearing.

48
49 **VOTE: UNANIMOUS**

50

1 Commissioner McKee relayed the contents of a phone call he received from a resident
2 about the help they received from Corey Root and other housing staff. He said the resident was
3 in a dire situation and was very complimentary of staff, and was extremely grateful for the help
4 they received and the outcome in preventing their house from becoming uninhabitable.

5 Chair Price thanked Corey Root for the work she has done, especially throughout the
6 pandemic and keeping people in their homes.
7

8 **c. 2022 Orange County Transit Plan Update – Public Hearing**

9 The Board held a public hearing, received the Policy Steering Committee, Staff Working Group,
10 and Orange Unified Transportation Board recommendations, closed the public hearing, and
11 considered taking action on the 2022 Orange County Transit Plan (OCTP) Update.
12

13 **BACKGROUND:** In 2012, the Orange County Board of Commissioners along with the Durham-
14 Chapel Hill Carrboro Metropolitan Planning Organization (DCHC MPO) and GoTriangle adopted
15 the first Orange County Transit Plan. This Plan was funded using a newly-adopted Article 43 Half-
16 Cent Sales Tax, and it included investments in new and expanded bus service and new capital
17 infrastructure projects such as the Chapel Hill North-South Bus Rapid Transit Project, the
18 Hillsborough Train Station, and the Durham-Orange Light Rail Transit (DO LRT) Project. The Plan
19 was updated in 2017 to meet federal requirements associated with the DO LRT Project.
20

21 In March 2019, the DO LRT Project was discontinued. This project was central to the Transit Plan
22 as the Plan's primary investment, representing a critical partnership between Durham and Orange
23 counties, and serving as the transit infrastructure around which other transit services and growth
24 strategies were planned. In response to the discontinuation of the DO LRT project, Orange County
25 staff began the process of creating a draft framework to create a new Orange County Transit Plan
26 that prioritizes investments, funds service improvements, and improves the resiliency of the public
27 transit network.
28

29 At its November 17, 2019 meeting, the Orange County Board of Commissioners approved the
30 planning framework for updating the Orange County Transit Plan. The framework included a
31 Policy Steering Committee (PSC) composed of two (2) Commissioners serving as Co-Chairs, and
32 one representative each from Chapel Hill, Carrboro, Hillsborough, and Mebane to lead the
33 process. The County and/or municipal appointees are intended to represent the interests of
34 GoTriangle and DCHC MPO.
35

36 The PSC is supported by a staff team led by County staff and including staff representatives from
37 the aforementioned municipal jurisdictions, as well as DCHC MPO, Triangle J Council of
38 Governments (TJCOG), the Triangle Area Rural Planning Organization (TARPO), and the
39 University of North Carolina at Chapel Hill (UNC).
40

41 In January 2020, Orange County Planning staff began work with Renaissance Planning, Inc., the
42 consulting firm chosen to update the Orange County Transit Plan. Over the past two years,
43 Planning staff and the consulting team have established key project deliverables and the timetable
44 for their delivery, defined the scope of the consulting work, established a project website
45 (www.octransit2020.com), created the public participation and outreach plans, and conducted
46 regular meetings with the PSC, transit service providers, and key stakeholders with updates on
47 the plan's progress. Both the PSC and the staff team provided direction and guidance to the
48 consulting firm whose tasks included analyzing data, facilitating public input processes, soliciting
49 feedback from specific stakeholders, and drafting the Transit Plan. The new Plan is intended to
50 outline transit investment priorities through 2040.
51

1 Following is a list of key process milestones carried out by the Renaissance, PSC, transit service
 2 providers and staff teams:

- 3
- 4 • Bi-monthly staff meetings with progress updates for the PSC during the 2020 calendar
- 5 year (May 2020)
- 6 • Completed the Transit Choices Brochure (TCB), a visual document that illustrates the
- 7 concepts and continuums of transit planning, and the Regional Connections Opportunity
- 8 (RCO) Report, a technical assessment of key issues and opportunities for effective transit
- 9 service (July 2020)
- 10 • Held the first Transit Summit over the Zoom platform and documented key themes from
- 11 the summit discussions and first public survey (October 2020)
- 12 • Developed draft versions of conceptual scenarios and graphics with an accompanying
- 13 memo (January 2021)
- 14 • Held recurring monthly PSC meetings over Zoom with updates for first half of 2021
- 15 (January 2021 – June 2021)
- 16 • Received final versions of conceptual scenarios and graphics with an accompanying
- 17 memo (May 2021)
- 18 • Held an in-person Transit Summit for PSC members to discuss core values and visions
- 19 for the fiscally-constrained plan and learned of aspirational future projects (July 2021)
- 20 • Received draft recommended network and plan as well as draft conceptual vision map for
- 21 transit service provider feedback and scheduling of future PSC meetings (October 2021)
- 22 • Held PSC Work Session #1 to look at the final recommended network and conceptual
- 23 vision map with goal of beginning round 2 of public outreach (January 2022)
- 24 • Created public outreach opportunities with a second round of surveying (over 1,000
- 25 surveys were collected) and two focus groups (held on February 8th and February 16th)
- 26 that included local stakeholders (February 2022)
- 27 • Held PSC Work Session #2 to look at the feedback received from public outreach and
- 28 assess the draft network, which resulted in a request to provide check-in presentations to
- 29 the local elected boards (March 2022)
- 30 • OUTBoard received a presentation on the draft Transit Plan Update (April 2022)
- 31 • **Orange County BOCC received a presentation from its consultant on the draft**
- 32 **Transit Plan Update (April 2022).** *The projects and service improvements included in the*
- 33 *draft received by the BOCC last April are the same as those included in the final Draft plan*
- 34 *for current consideration by the BOCC along with a recommendation to add funding to the*
- 35 *Chapel Hill North-South Bus Rapid Transit Project to facilitate the project's application for*
- 36 *eighty percent (80%) federal funding.*
- 37 • Held PSC Work Session #3 to present a final draft of the plan updated with feedback from
- 38 the transit service providers, the local elected boards and the PSC (May 2022)
- 39 • Consultant delivered final report (including appendices) to Orange County Planning Staff
- 40 in preparation for fall 2022 adoption timeline (August 2022)

41

42 The complete 2022 Orange County Transit Plan Update, including Appendix, as well as the 2017
 43 Orange County Transit Plan, can be downloaded via the following link:

44 [https://www.orangecountync.gov/DocumentCenter/View/21099/2022-Orange-County-Transit-
 45 Plan-Update?bidId=](https://www.orangecountync.gov/DocumentCenter/View/21099/2022-Orange-County-Transit-Plan-Update?bidId=)

46

47 Policy Steering Committee (PSC) Recommendation: At its May 20, 2022 meeting, the PSC
 48 recommended the draft 2020 Orange County Transit Plan Update for consideration by the
 49 adopting parties, beginning with Orange County, and as outlined below. The PSC also met on
 50 October 14, 2022 to consider and provide a recommendation specific to Chapel Hill Transit's

1 request to add additional funding for the North-South Bus Rapid Transit (N-S BRT) project. The
 2 PSC recommended using a portion of accumulated End of Year Fund Balance to add \$15M, over
 3 20-years, beginning in FY 2027 and to reflect the additional funding in the Transit Plan Update.
 4 Attachment 2 is a revised financial summary that incorporates the additional funding through FY
 5 2040.

6
 7 Orange County Transit Plan Staff Working Group (SWG) Recommendation: At its October 19,
 8 2022 meeting, the SWG unanimously recommended adoption of the draft 2022 Transit Plan
 9 Update by all parties and to include the additional funding for N-S BRT, consistent with the
 10 recommendation provided by the PSC.

11
 12 OUTBoard Recommendation: At its October 19, 2022 meeting, the OUTBoard unanimously
 13 recommended BOCC adoption of the draft 2022 Transit Plan Update to include the additional
 14 funding for N-S BRT, consistent with the recommendation provided by the PSC.

15
 16 Adoption Process and Next Steps:

17 Orange County:

- 18 • PSC recommendations (5/20/22 & 10/14/22, *Complete*)
- 19 • SWG recommendation (10/19/22, *Complete*)
- 20 • OUTBoard Recommendation (10/19/22, *Complete*)
- 21 • **BOCC Public Hearing and possible action (11/1/22)**
- 22 • BOCC agenda item, if needed for action (11/15/22)

23
 24 DCHC MPO:

- 25 • Technical Committee recommendation to release draft for public comment (9/28/22)
 26 (*Complete*)
- 27 • Board consideration to release draft for public comment (10/12/22)
 28 (*Complete*)
- 29 • Technical Committee recommendation (11/16/22)
- 30 • Board adoption consideration (12/14/22)

31
 32 GoTriangle:

- 33 • Planning and Land Use Committee recommendation (TBD)
- 34 • Board adoption consideration (TBD)

35
 36 Tom Altieri, Comprehensive Planning Supervisor, introduced members of staff in the
 37 audience and Scudder Wag with Jarrett Walker + Associates. He said that Scudder Wag was a
 38 member of the renaissance team that helped develop the plan.

39 Scudder Wag said that it has been a pleasure to work with Orange County staff to help
 40 the Board chart a new path forward for their new transit plan. He said that this is an excellent plan
 41 for the Board to invest in.

42 Tom Altieri gave the following PowerPoint presentation:
 43
 44

1 Slide #1

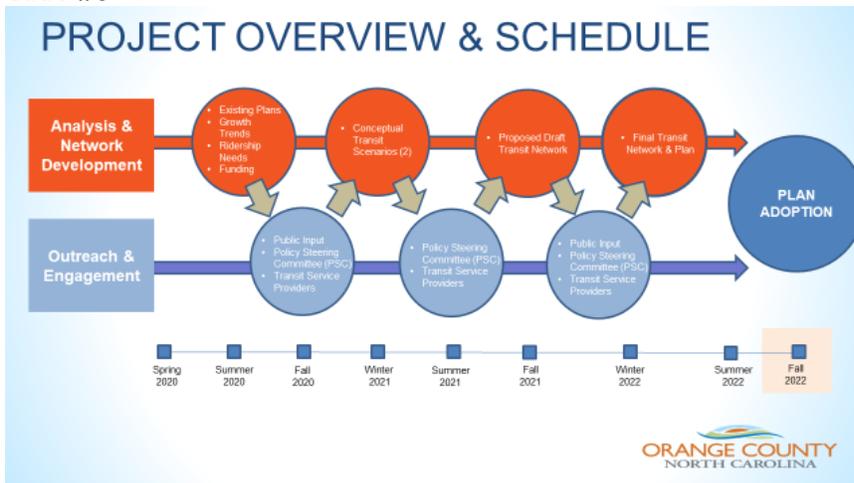


2 Tom Altieri said this project started after the light rail project was terminated. He noted the
 3 members of the policy steering committee.
 4
 5
 6

Slide #2



7
 8
 9 Slide #3



10

1 Tom Altieri said outreach was conducted in two phases. He said that they interfaced with
 2 the public and the policy steering committee throughout the analysis and network development
 3 plan.

4
 5 Slide #4

TRANSIT PLAN UPDATE: WHAT'S INCLUDED?

- **Programmed projects are carried over:** capital investments and service improvements in previously adopted transit plans (2012, 2017) excluding LRT
- **New projects:** capital investments and service improvements) funded with unallocated transit tax revenues



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 8 Slide #5

ENGAGEMENT

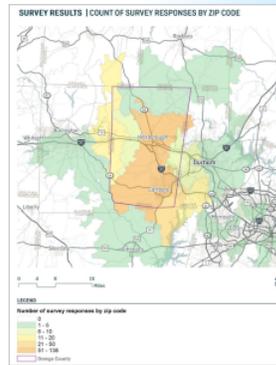
TWO PHASES

Phase 1 (Fall 2020)

- Goal - Identify Needs & Priorities
- Methods: Virtual Transit Summit, online survey

Phase 2 (Winter/Spring 2022)

- Goal - Vet Proposed Projects
- Methods: Virtual focus groups, online survey, pop ups at transit stops



9 Tom Altieri said that the survey results supported the plan. He said more information on
 10 the outreach that was conducted is available on the website. He said the majority of the responses
 11 came from the southern and central areas of the county.
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14 Slide #6

PROJECTS: SELECTION

How were projects selected? Those that could be:

- Funded using projected transit tax revenues
- GoTriangle financial model forecasts were used to determine available future revenues
- Already-programmed capital and service improvements are included in expenses



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Tom Altieri said this is really an update of existing plans rather than an entirely new plan.

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Slide #7

PROJECTS: SELECTION (Cont.)

For each potential project, we considered:

1. Is the project identified as an **unfunded or emerging priority** by transit service providers?
2. Does the improvement **meet needs expressed by public**?
3. Does the improvement **reflect values identified by PSC?** *Equity, environmental sustainability, economic prosperity, affordable and attainable quality of life, transportation and access for all*
4. Does the project **support the conceptual transit vision or fill a regional connectivity gap**?



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Slide #8

PROPOSED PROJECTS (Operations)

IDENTIFIER	PROJECT	BRIEF DESCRIPTION
O-1	CW Route	Run 30-minute service all day
O-2	HS Route	Add weekend service that runs every 70 minutes
O-3	NS Route	Improve peak frequency to every 6 minutes; provide Saturday service to 11 PM and Sunday service to 9 PM
O-4	OCPT MOD	Run service 2 days per week, per zone
O-5	US 15-501 Projects	<ul style="list-style-type: none"> • GoTriangle route 400/405 consolidation and midday frequency improvements • CHT D route extension to Patterson Place • CHT J route peak and midday frequency improvements



Tom Altieri said that these are five new or expanded bus routes that are included in the plan.

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Slide #9

PROPOSED PROJECTS (Capital)

IDENTIFIER	PROJECT	BRIEF DESCRIPTION
C-1	Stop and transfer improvements, US 15-501/ Fordham Blvd. and Ephesus Church Rd.	Improved stops and pedestrian crossing improvements supporting transfers between the D, F, and 400 routes
C-2	Speed and reliability improvements, US 15-501/ Fordham Blvd. and Manning Dr.	Queue jump lane and shoulder running bus lane improvements on US 15-501/ Fordham Blvd. and Manning Dr. supporting improvements to the D and 400 routes

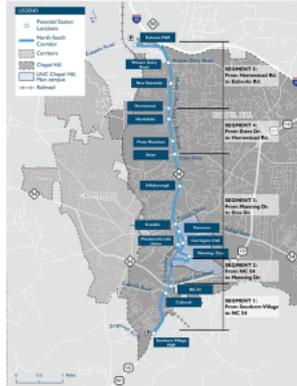


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1 Slide #10

North-South Bus Rapid Transit (NSBRT) -
A Capital Project in Existing (2017) Transit Plan

- Increase transit system capacity (currently operating close to maximum)
- Provide a sustainable, scalable public transit option
- Connect to regional transit systems and destinations
- Support transit-oriented land uses and development
- Enhance the community's multimodal network (multiuse path included with project)



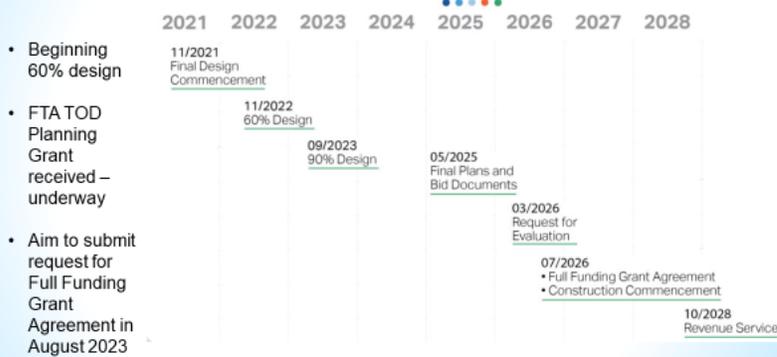
To Learn More: nsbirt.org/

Tom Altieri said that NSBRT will provide access from Eubanks Road to Southern Village.

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Slide #11

N-S BRT CURRENT STATUS & NEXT STEPS



Tom Altieri said that they expect 90% of the design to be completed by September of next year.

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Slide #12

ADDITIONAL FUNDING FOR NORTH-SOUTH BUS RAPID TRANSIT (N-S BRT) PROJECT

- Proposal brought forward by Chapel Hill Transit (CHT) staff after the final draft Transit Plan Update was prepared
- Request for additional \$15M, over 20-years, beginning in FY '27
- Needed for CHT to submit a Full Funding Grant Agreement (FFGA) request to Federal Transit Administration (August 2023)
- CHT will continue to pursue State funding and other grant sources to reduce need from OC Transit Plan. OC Transit Plan is to be funding of last resort.
- Approved (Oct 14) by Policy Steering Committee and to be considered by BOCC as part of Transit Plan Update



1 Slide #13

Next Generation Transit Vision

A long-term, conceptual vision for transit service and investments in Orange County.

NEXT GENERATION TRANSIT VISION MAP

Legend

- Commuter Rail Transit (CRT) - - - - -
- North-South Bus Rapid Transit (N-S BRT) ———
- Durham/Chapel Hill Bus Rapid Transit (BRT) ———
- Chapel Hill/ RTP Bus Rapid Transit (BRT) ———
- Express Bus Corridors (2040) - - - - -
- Express Bus Corridors (2020) - - - - -
- Express Bus to Hickory - - - - -

2 Tom Altieri said that this map is on page 69 of the plan and provides a long-term
 3 conceptual vision of the county's transit service and investments. He said the blue dotted line that
 4 connects multiple counties depicts expanded commuter rail. He said that the dash line heading
 5 south into Chatham is for express bus service connecting those areas.
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8 Slide #14

TRANSIT PLAN UPDATE CONSIDERATION & ADOPTION PROCESS

Orange County:

- Policy Steering Committee (PSC) Recommendations (5/20/22 & 10/14/22, *Complete*)
- Staff Working Group (SWG) Recommendation (10/19/22, *Complete*)
- OUTBoard Recommendation (10/19/22)
- **BOCC public hearing and possible action** (11/1/22)
- BOCC agenda item, if needed for action (11/15/22)

DCHC MPO:

- Technical Committee recommendation to release draft for public comment (9/28/22, *Complete*)
- Board consideration to release draft for public comment (10/12/22, *Complete*)
- Technical Committee recommendation (11/16/22)
- Board adoption consideration (12/14/22)

GoTriangle:

- Planning and Land Use Committee recommendation (TBD)
- Board adoption consideration (TBD)

1 Slide #15

RECOMMENDATION(S): The Manager recommends the Board:

1. Receive the proposed 2022 Orange County Transit Plan Update;
2. Conduct the public hearing and accept recommendations and public comment(s);
3. Close the public hearing;
4. Deliberate as desired; and
5. Consider taking action on the 2022 Orange County Transit Plan Update ([Attachment 1](#)) to include the financial changes ([Attachment 2](#)) needed to fund N-S BRT and, if adopting, authorize Chair's signature on page "ii" of the Plan.



2
3 Chair Price thanked Tom for his presentation.

4 Commissioner McKee said that the timing on the BRT from Chapel Hill to Durham appears
5 to be around 2050.

6 Tom said that initial funding would start in 2027 and extend until 2046.

7 Commissioner McKee asked if he's correct that once the NSBRT is approved, there would
8 be more focus on moving forward the 15-501 corridor faster. He said something does need to be
9 in place with the light rail failure. He asked if there is any thought on how to move that forward in
10 a more timely manner.

11 Tom Altieri said part of the funding landscape for that project requires some revenue
12 buildup in the plan. He said that it would not be expected to go online given the current schedule
13 until FY29. He said Chapel Hill Transit staff are in the audience and can take back the message
14 that there is interest in moving this forward quicker.

15 Commissioner Bedford said there was also a study from Ephesus Church Rd. to 15-501
16 to the Durham County line that was rejected. She asked for the status on that project.

17 Aaron Cain from the DCHC MPO said they are looking at options to consider for that
18 corridor again and will be going out in the next few months for some consultant services.

19 Commissioner Bedford said so something will be done before 2050.

20 Aaron Cain said there will be incremental improvements to the corridor prior to going to a
21 full BRT program.

22 Commissioner McKee said this is a critical corridor to develop out and he appreciates that
23 even though he was against the light rail project.

24 Aaron Cain said that 2050 comes from the Metropolitan Transportation Plan and that is
25 done in ten-year increments, but it will be completed before 2050.

26 Commissioner McKee said he wanted to clarify that because someone reading this
27 document may wonder why it will take that long.

28 Commissioner Greene said Commissioner McKee's question is right along with what the
29 Policy Steering Committee had in mind. She said that they want to do both expansion of services
30 and bringing on BRT as quickly as it can be done affordably. She thanked Tom for his work and
31 recognized Carolyn Dwyer. She said the Policy Steering Committee had to push to make sure
32 the next generation transit plan was a part of the Plan.

33 Commissioner Bedford said one of the things the committee did was look at governance.
34 She said one of the issues is the staff working group. She said they heard there was concern
35 about making changes to add voting members from the towns.

36 Tom Altieri said this is a subsequent item on the agenda tonight.

1 Chair Price asked about Mobility on Demand. She said it was originally Friday and
2 Saturday only.

3 Tom Altieri said the county is divided into three zones and services will be expanded for
4 two days in each of the three zones. He said it is now operating on two days a week in a smaller
5 service area.

6 Chair Price asked if it will continue to run on weekends or if it will extend to weekdays as
7 well.

8 Tom Altieri said he was unsure that the level of detail regarding actual days had been
9 determined yet.

10 Nish Trivedi said drivers are needed to expand the service.

11 Chair Price said they still need transit in the rural areas during the week. She said they
12 have also been using it to go to the movies. She said they are looking for bus drivers.

13
14 A motion was made by Commissioner Richards, seconded by Commissioner Hamilton, to
15 open the public hearing.

16
17 **VOTE: UNANIMOUS**

18
19 There was no one signed up to speak for the public hearing.

20
21 A motion was made by Commissioner McKee, seconded by Commissioner Hamilton, to
22 close the public hearing.

23
24 **VOTE: UNANIMOUS**

25
26 A motion was made by Commissioner Greene, seconded by Commissioner Fowler, to
27 approve the 2022 Orange County Transit Plan Update and authorize the Chair to sign the Plan.

28
29 **VOTE: UNANIMOUS**

30
31 **6. Regular Agenda**

32 **a. Food Council Memorandum of Understanding Agreement Renewal**

33 At the beginning of the meeting, the Board voted to delay this item for consideration at the
34 November 10, 2022 work session.

35
36 **b. Durham & Orange Transit Plan Governance Study – Interlocal Agreement Between**
37 **Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, and**
38 **Research Triangle Regional Public Transportation Authority**

39 The Board considered adoption of the Orange County Transit Plan Interlocal Agreement (ILA).

40
41 **BACKGROUND:** In the early 2010's, Orange County approved a county-wide transit plan, which
42 included a joint recommendation for the development of the Durham-Orange Light Rail Transit
43 (DO LRT) project. In 2013, an interlocal agreement (ILA) was developed and approved by the
44 Orange County Board of County Commissioners (BOCC), the Durham-Chapel Hill-Carrboro
45 Metropolitan Planning Organization (DCHC MPO) Board and the GoTriangle Board of Trustees.
46 Upon the discontinuation of the DO LRT project, it was realized that a new governance framework
47 (aka ILA) was necessary to guide the implementation of future County transit plans.

48
49 Project goals include:

- 50 • Creation of a clear, operationally efficient governance structure that ensures that Orange
51 County priorities are funded and implemented with the County transit taxes and fees.

- Formation of new levels of accountability, which includes development of an equitable set of processes, seeking to gain further community trust.

In the fall of 2021, the study team invited the BOCC, as well as others serving on other transit plan governing boards (GoTriangle & DCHC MPO) and staff, to participate in initial small-group interviews. From those interviews, the team learned about overall needs, and the study process continued to allow for a facilitated workshop with elected officials from each of the transit plan governing boards (GoTriangle & DCHC MPO). These needs were defined through five overall elements to be incorporated into a new governance framework: Representative, Equitable, Collaborative, Transparent, and Accessible.

From these five elements, the elected officials further helped to weigh-in on how much change was necessary to primary elements of the existing framework. This feedback provided leadership and guidance to develop draft alternatives for consideration in a new governance framework.

Staff from all three parties to the existing governance framework attended joint workshops in March and April 2022. These workshops focused on critical elements that informed the foundation of what a new ILA could offer to all parties. Discussion focused on multiple alternatives of critical elements that comprise the following four areas: Membership, Voting Structures, Financial Planning, and Program & Plan Development. Outcomes of this workshop indicated:

1. Formalizing greater involvement from multiple jurisdictions and entities at the Staff Working Group (SWG) level and associated representative voting structures (the SWG is the technical recommending body for plan implementation elements).
2. Clearly defining roles & responsibilities for each signatory to the updated interlocal agreement.
3. Solidifying the County's role in annual work program/budget development with the tax district administrator.
4. Defining terminology and language consistently to ensure clarity and transparency for all parties who will use this updated governance framework for plan implementation in the future.
5. While referencing State Statutes, the updated ILA and supporting documentation will further define equity as it relates to utilization of tax revenues throughout the county, as well as accounting for regional transit needs.

In parallel with the Interlocal Agreement development, discussions with all three parties to the agreement discussed critical elements that would require further definition or supportive guidance through supplemental policies & procedures and not be specifically codified in the ILA. These items include updated SWG Bylaws and Financial Policies, as well as incorporating plan implementation administration/management elements throughout. Throughout the summer of 2022, several multi-agency staff meetings were held to work through some of the finer details of the ILA. The result is a final Transit Governance Interlocal Agreement that reflects the study process goals and the five critical elements identified above.

Following is a summary of key study outcomes that are encapsulated within the draft ILA:

1. Greater municipal involvement in Transit Plan/Annual Work Program development/implementation and representation on the SWG.
2. BOCC now a governing body, with authority to approve Annual Work Program/Transit Plan.
3. Parties endeavor to streamline project agreements.

- 1 4. BOCC and additional ILA parties will receive progress and financial report updates on a
- 2 cyclical basis.
- 3 5. Greater clarity on funding sources and application for Work Program/Transit Plan
- 4 development/implementation.
- 5

6 All three aforementioned parties are to adopt the ILA, beginning with Orange County. Attachment
 7 1 includes a Memo of Transmittal from the County’s consultant. The staff team is continuing its
 8 work on some of the finer details of the draft supporting policies and procedures and the County
 9 staff will return to the BOCC, at a subsequent meeting, in the coming months, for consideration
 10 of these items.

11 Adoption Process and Next Steps:

12 Orange County:

- 13 • BOCC adoption consideration (11/1/22)

14 DCHC MPO:

- 15 • Technical Committee recommendation (11/16/22)
- 16 • Board adoption consideration (12/14/22)

17 GoTriangle:

- 18 • Board adoption consideration (TBD)

19 Adam Howe from Atkins Consulting made the following PowerPoint presentation:

20 Slide #1



21 Durham & Orange Counties Transit Plan Governance Study

22 Orange County BOCC ILA Adoption
 23 November 1, 2022



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1 Slide #2

Update Outline

- › Project Need & Overview
- › Project Goals
- › Study Process to Date
- › Primary Outcomes of the Study
- › New Structure & Summary
- › Road to Adoption



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Primary State Enabling Legislation

- › **N.C.G.S. Chapter 160A** – defines how a government body exists
 - › *Article 26 – Regional Public Transportation Authority Act*
- › **N.C.G.S. Chapter 105** – defines how a government body is enabled to raise and provide revenue for necessary uses and purposes.
 - › *Article 43 – Local Government Public Transportation Sales Tax Act*
- › **N.C.G.S. Chapter 153A** – defines enumerated powers and responsibilities for Counties, but also defines the County role with levying revenue sources to support public transportation services (property tax assessment)



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Project Goals

- › Creating a **clear**, operationally **efficient** governance structure that ensures that Durham & Orange Counties' **priorities are funded and implemented** with the County transit taxes and fees
- › Forming new levels of **accountability**, that includes development of an **equitable set of processes** which seek to **gain community trust**.



2
3 Adam Howe said that commissioners were interviewed individually and then a collective
4 elected official discussion among all four governing boards. He said there was also a desire to
5 form new levels of accountability.

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7 Slide #6

Study Process to Date

All 3 Partners have been present in discussions from the start

- › Orange County
- › GoTriangle
- › DCHC MPO

```

graph TD
    A[Sept-Oct '21] --> B[Nov '21]
    B --> C[Dec '21]
  
```



8
9 Adam Howe said that collaboration between the three partners was very positive.

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11 Slide #7

Study Process to Date

```

graph TD
    A[Jan-Feb '22] --> B[Mar '22]
    B --> C[Apr '22]
  
```



1 Adam Howe said the joint workshops reviewed the alternatives. He said that consensus
2 was reached on a majority of topics.

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Slide #8

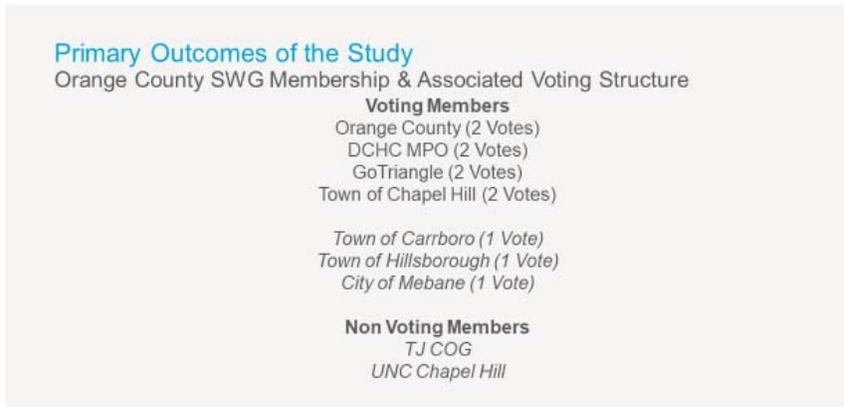


ATKINS

5 Adam Howe said they hosted the attorneys at a legal roundtable. He said that during July-
6 August 2022 there were individual discussions with each partner about any outstanding issues.
7 He said that they have been able to start moving forward with the supplemental policies and
8 procedures.
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Slide #9



ATKINS

12 Adam Howe said the Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and
13 City of Mebane are new additions to the SWG and are voting members. He said GoTriangle
14 thought it would be appropriate to add transit facilitators to the table as well.
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1 Slide #10

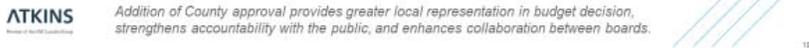
Primary Outcomes of the Study

Voting on Annual Work Program & Budget Approval Process

Recommended language provides:

- › The County first opportunity to consider approval of the Annual Work Program as recommended by the Staff Working Group, and would take action to 'Approve' or 'Deny'
- › Upon County Approval, GoTriangle Board Of Trustees (BOT) would receive Annual Work Program (which includes budgets) and would then take action to 'Approve' or 'Deny'
- › If disagreement occurs between the two boards that cannot be resolved by the beginning of the next fiscal year, an Interim Work Program may be authorized (enabled by state statute), which would allow continuation of all operating services from prior year and freeze all capital projects.

ATKINS *Addition of County approval provides greater local representation in budget decision, strengthens accountability with the public, and enhances collaboration between boards.*



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Slide #11

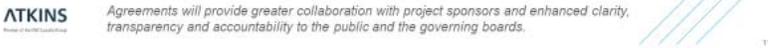
Primary Outcomes of the Study

Agreement Development & Expectations

Recommended language provides:

- › All parties endeavor to develop **Master Capital/Operating Agreements**
- › MPO to be a party to any project involving funds they manage
- › Orange County shall be a party to any type of agreement where GoTriangle is the project sponsor
- › GoTriangle, as tax district administrator, shall be a party to ALL agreements
- › SWG to determine appropriate agreement structure for special case needs, **such as a large regional projects**; required elements to define agreements shall be further detailed in Master Participation Agreements.

ATKINS *Agreements will provide greater collaboration with project sponsors and enhanced clarity, transparency and accountability to the public and the governing boards.*



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Adam Howe said they hope to streamline it by making it part of one document.

Slide #12

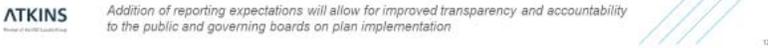
Primary Outcomes of the Study

Reporting Expectations

Recommended language provides:

- › Annual Report – delivered to all parties by December 15th.
- › Enhanced Q2 Financial & Project Status Report – delivered to all parties by March 15th.
- › Quarterly Financial Reports (Q1 & Q3) – delivered to all parties 45 days after close of each quarter
- › Reporting expectations and templates to be defined by SWG (by defined deadlines in ILA)

ATKINS *Addition of reporting expectations will allow for improved transparency and accountability to the public and governing boards on plan implementation*



9

1 Adam Howe said that there is now an annual report that will be delivered to all parties at
2 the end of each fiscal year.

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4 Slide #13

Primary Outcomes of the Study
Delineation of Funding Sources

Recommended language provides:

- › ILA specifically defines 'Dedicated Local Transit Funding Sources' for clarity; defines separation from local funding sources and additional state, federal and debt funding
 - › Article 43 Half-Cent (0.5 percent) Sales and Use Tax
 - › Article 51 Three-Dollar (\$3) increase to GoTriangle Regional Registration Fee
 - › Article 52 Seven-Dollar (\$7) County Vehicle Registration Fee
 - › Vehicle Rental Tax (to accommodate future shifts of what this funding source will support, language has been included to acknowledge that it is under the control of the GoTriangle Board of Trustees and any future allocations of such funding are at the sole discretion of the GoTriangle Board of Trustees) **



Definition of funding sources provides clarity on the resources available to support existing transit services and to implement new services.



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Primary Outcomes of the Study
Clearly Defining Supplantation based on State Statute

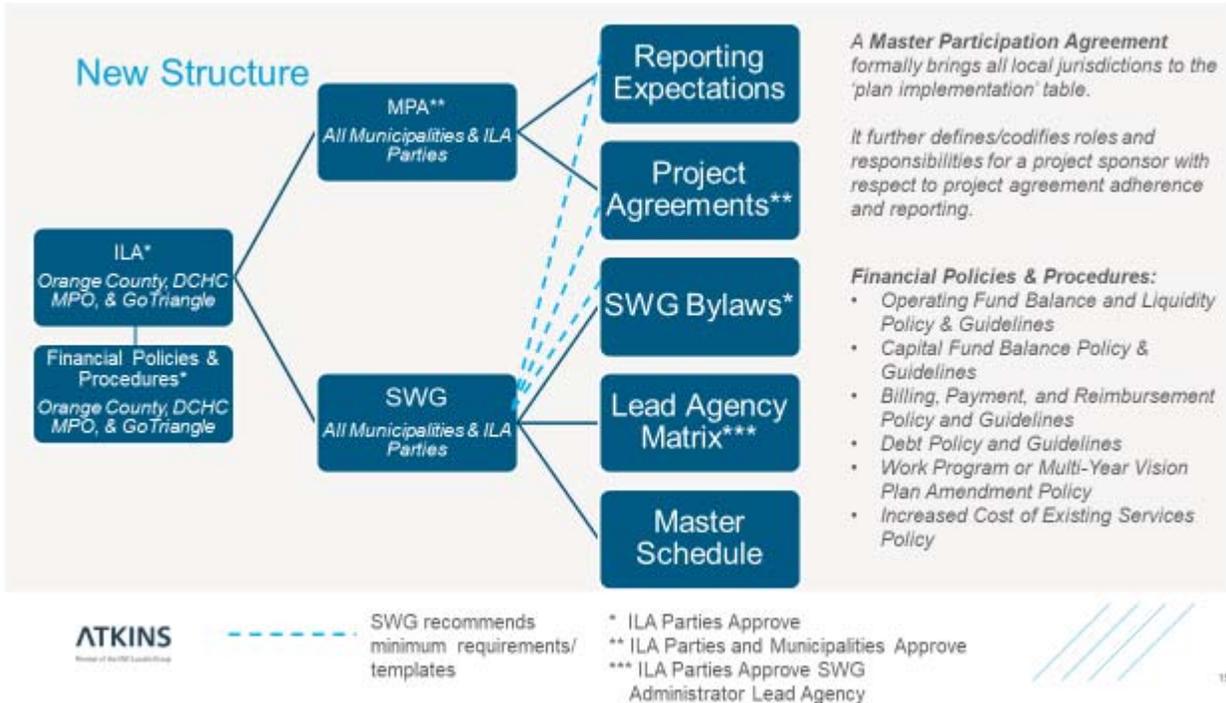
Recommended language provides:

- › Supplantation means the opportunity for parties to this agreement to use certain funding sources to replace existing funds or other resources for public transportation systems.
 - › Local Funding Source that allows supplantation: the **County Vehicle Registration Tax** (N.C.G.S 105-570) which is levied at its maximum amount of \$7.00 per year; this allows the counties to fund the increased cost of existing services as currently allocated
 - › Local Funding Sources that do not allow supplantation:
 - i. **Local Government Sales and Use Taxes for Public Transportation** (N.C.G.S. 105-506;514) which is levied at its maximum allowable rate of one half percent (*non-supplantation cited in N.C.G.S 105-507.3.b*);
 - ii. **Regional Transit Authority Registration Tax** (N.C.G.S. 105-560;569) which is levied at its maximum amount of \$8.00 per year with \$3.00 of each \$8.00 collected allocated locally to Orange County (*non-supplantation cited in N.C.G.S. 105-564*).



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Adam Howe said they are still working on Financial Policies & Procedures.

Slide #16



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Road to Adoption

*** Regarding the Vehicle Rental Tax as a Dedicated Local Transit Funding Source – language was developed to acknowledge GoTriangle BOT authority of funding, and any future allocation of such funding beyond FY23 would be at the sole discretion of GoTriangle BOT. This language was confirmed on 10/7/22; GoTriangle rescinded confirmation on 10/26/22.

As of 10/26/22, GoTriangle has also requested:

- › A protections clause in the event of catastrophe resulting in bankruptcy or undue financial strain stemming from debt issuance on behalf of the County
- › Continued review of ILA Termination clause with respect to bankruptcy/insolvency special provisions

ATKINS
Member of the HOK Group

As of 10/31/22, no alternative solutions have been provided by GoTriangle; Consultant Team remains confident with language as proposed.



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Slide #18



Durham & Orange Counties Transit Plan Governance Study

Orange County Staff Contacts	<ul style="list-style-type: none"> • Travis Myren • Tom Altieri, AICP • Nishith Trivedi 	Atkins Project Manager <ul style="list-style-type: none"> • Adam Howell, AICP
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Commissioner Richards asked what it means when the language was confirmed and then rescinded.

Adam Howe said he worked to facilitate a conversation to talk about how to address the topic of GoTriangle’s funding authority. He said that they are trying to develop clear language to address that the funding source may not always be available because it is up to GoTriangle to determine what to do with it. He said they landed on this language but since the agreement, GoTriangle has said they no longer agree with it, but do not have alternative language.

Commissioner Richards asked if they want a clause about bankruptcy.

Chair Price said at the last meeting, they did not discuss that. She said they agreed that GoTriangle would have a policy of not going into debt. She said the funds have always been at the discretion of GoTriangle, but the vehicle rental tax was given to the county to assist with the transit plan. She said that looking forward, GoTriangle could go in debt, so certain board members did not want that. She said they realized that the vehicle rental tax money should go to GoTriangle, and they may no longer give the money to the county. She said this particular clause did not come up in the conversation.

1 Commissioner Richards said it implies undue financial strain but asked if there is more to
2 be defined.

3 Adam Howe said there is not a critical linkage between the top and bottom of the “Road
4 to Adoption” slide.

5 Travis Myren said a sunset has been proposed, but GoTriangle has not voted on when
6 vehicle rental tax will be taken from the county.

7 Chair Price said it is done on an annual basis and that they just had a meeting last week
8 when it came up again. She said they voted that GoTriangle should not put itself into debt. She
9 said that staff will talk with the counties to begin to prepare for the funding to be removed. She
10 said that Wake County voted against it but everyone else voted that they would begin to have
11 those conversations.

12 Commissioner Fowler said statutorily, it is GoTriangle’s money. She asked if they must
13 use it in the county where it is generated or if they can use it anywhere.

14 Travis Myren said it is a good question and he would have to check.

15 Chair Price said all the money is pooled together and she often asks where Orange
16 County’s specific money is going.

17 Commissioner Fowler asked if the services received are proportional to the money that’s
18 put in.

19 Travis Myren and Adam Howe said they will research this.

20 Chair Price said it roughly is. She said that it was explained a few months ago.

21 Travis Myren said right now it is baked into the transit plan, so all that money goes to
22 Orange County projects.

23 Commissioner Fowler re-asked if in the future they would have to use the funds in the
24 county where it is generated.

25 Travis Myren said he will find that out.

26 Commissioner Fowler asked about the usage of the word preempt on the previous slide.

27 Adam Howe said they were talking about timing and not about policy.

28 Commissioner McKee said he had the same concern because it does not speak to the
29 timing of the plan. He said he gets worried with the word preempt.

30 Travis Myren said that preempt is the wrong word and it should be precede.

31 Commissioner McKee asked about the protection clause requested by GoTriangle. He
32 asked what undue financial strain means.

33 Travis Myren said Adam Howe felt the need to include this as information, but there is no
34 language in any agreement that ties the financial future of GoTriangle to the financial future of
35 Orange County.

36 Commissioner McKee said he does not want any possibility of a situation happening with
37 GoTriangle that falls back onto Orange County with a protection clause.

38 Commissioner Hamilton said the process is to get agreement on the ILA and, given
39 GoTriangle’s request, asked if there will there be holdup to them approving this document.

40 Travis Myren said it may, but they have no idea what their request may be, so they cannot
41 react to it. He said he would recommend approving this tonight with the understanding that there
42 may need to be additional approvals later.

43 Chair Price said this language is coming from GoTriangle staff, not from the Board of
44 Trustees.

45 Commissioner Bedford said she finds it ironic that it is a county vehicle registration fee to
46 fund transportation, and the whole point of transportation is to reduce cars.

47 Commissioner Greene said it seems logical to her because it is a tax to use the car so it
48 may lead to people not using cars.

49 Commissioner Bedford said if people stop driving cars, there will be less money to fund
50 transit.

1 Chair Price said they will continue to expand upon this model and make sure there are
2 clear signoffs every step of the way.

3 Commissioner McKee asked where the conversation stands regarding the clause on
4 bankruptcy.

5 Adam Howe said he has received no specific comments or concerns about the language
6 presented, but it has been presented as a point.

7 Commissioner McKee asked if they approve this tonight, would they have to come back
8 and amend the agreement.

9 Adam Howe said yes.

10 Commissioner McKee said he will support this, but doesn't trust it.

11
12 A motion was made by Commissioner Hamilton, seconded by Commissioner Greene, to
13 approve and authorize the Chair to sign the Interlocal Agreement.

14
15 Commissioner Bedford thanked Commissioner Greene and the committee for realizing
16 this research needed to be done.

17 Commissioner McKee said he trusts this because one of the commissioners was involved,
18 otherwise he wouldn't support it.

19
20 **VOTE: UNANIMOUS**

21
22 **7. Reports**

23 None.

24
25 **8. Consent Agenda**

- 26
27
- Removal of Any Items from Consent Agenda
 - Approval of Remaining Consent Agenda
 - Discussion and Approval of the Items Removed from the Consent Agenda
- 28
29
30

31 Laura Jensen said she inadvertently marked Commissioner Fowler as absent from the
32 September 29th meeting, and apologized for the error.

33
34 A motion was made by Commissioner Bedford, seconded by Commissioner Fowler, to
35 approve the consent agenda.

36
37 **VOTE: UNANIMOUS**

38
39 **a. Minutes**

40 The Board approved the draft minutes for the September 29, 2022 BOCC Meeting, as
41 amended.

42 **b. Motor Vehicle Property Tax Release/Refund**

43 The Board adopted a resolution to a release motor vehicle property tax value for one (1)
44 taxpayer with a total of one (1) bill that will result in a reduction of revenue.

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

46 The Board adopted a resolution to release property tax values for eight (8) taxpayers with a total
47 of eight (8) bills that will result in a reduction of revenue.

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

49 The Board approved fifteen (15) untimely applications for exemption/exclusion from ad valorem
50 taxation for fifteen (15) bills for the 2022 tax year.

51 **e. Approval of White Cross Volunteer Fire Department ARPA Contract**

1 The Board approved a contract with White Cross Volunteer Fire Department to replace
 2 emergency radios for all approved fire departments and rescue squads in Orange County using
 3 American Rescue Plan Act (ARPA) funding for the period of October 17, 2022 to December 31,
 4 2024.

5 **f. Approval of Sale of Orange County Property - PIN 9885833971, Hillsborough, NC**

6 The Board approved the sale of a County-owned 0.27 acre property, GIS PIN #9885833971,
 7 Hillsborough, NC.

8 **g. Change in BOCC Meeting Schedule for 2023**

9 The Board approved changes to the Board of Commissioners' meeting calendar for 2023.

10 **h. Boards and Commissions – Appointments**

11 The Board approved the Boards and Commissions appointments as reviewed and discussed
 12 during the October 25, 2022 Work Session.

13 **i. Opioid Advisory Committee – Composition Amendment**

14 The Board approved the addition of a County Manager Designee from the Department on Aging
 15 to the Opioid Advisory Committee, as discussed at the October 25, 2022 Work Session.

16
 17 **9. County Manager's Report**

18 Bonnie Hammersley said there will be a work session on November 10th. She said the
 19 agenda will include the Orange County Partnership to End Homelessness 2022 Point-In-Time
 20 Count Update, the Food Council Memorandum of Understanding Agreement Renewal and the
 21 Food Assessment Report, discussion on the Advisory Board Policy, and review of upcoming
 22 boards and commissions appointments. She said the Emergency Housing Assistance Program
 23 item planned for November 10th will move to November 15th. She brought the information items
 24 to their attention, and noted that the Request for Qualifications for a Consultant for School
 25 Facilities Assessment and Optimization will be released tomorrow to the public for solicitation of
 26 interested parties.

27
 28 **10. County Attorney's Report**

29 John Roberts said the General Assembly continues to meet in this session, but has made
 30 no decisions. He said he believes Republicans will continue to meet to keep the session alive in
 31 hopes of reaching a supermajority in the midterm elections in order to override some of the
 32 Governor's vetoes.

33
 34 **11. *Appointments**

35 **a. Opioid Advisory Committee – Appointments Discussion**

36 The Board discussed and approved initial appointments to the non-designated positions on the
 37 Opioid Advisory Committee.

38
 39 **BACKGROUND:** The charge and composition of the Opioid Advisory Committee were
 40 established at the Board's September 6, 2022 Business Meeting. The Committee is charged to
 41 discuss opioid-related health concerns and issues impacting the residents of Orange County and
 42 advise the Board of Commissioners on options to expend funds to remedy opioid impacts. The
 43 Committee will also plan and host one annual meeting open to the public to receive input from
 44 municipalities on proposed uses of the settlement funds and to encourage collaboration between
 45 local governments.

46
 47 The Board of County Commissioners appoints seven (7) members.

48
 49 The following individuals were nominated by consensus for the referenced positions at the
 50 October 25, 2022 Work Session:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Jeftadrian Stafford	Orange County Resident with Lived Experience	Partial Term	10/31/2023
Jesse Miller	Orange County Resident with Lived Experience	Partial Term	10/31/2024
Dr. Evan Ashkin	Substance Use Treatment Provider	First Full Term	10/31/2025
Dr. Chris Ringwalt	Community Group Working on Opioid-related Concerns	Partial Term	10/31/2023
Dr. Natalie Blackburn	At-Large/Flex (formerly Employment Provider)	Partial Term	10/31/2024
Elisabeth Johnson	At-Large/ Flex	Partial Term	10/31/2023

NOTE: The Board discussed allowing At-Large appointments to the Employment Provider position due to a lack of qualified applicants for the seat.

The Board was unable to reach consensus on the following position:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
BOCC Appointment	At-Large/ Flex	First Full Term	10/31/2025

Any remaining applicant may be eligible for this position. The Board specifically discussed Gayane Chambless for this position during the October 25, 2022 Work Session, but did not reach consensus.

Tara May introduced the item.

Chair Price said that earlier in the day Tara May sent an email regarding the length of partial terms.

Tara May said that if someone is suggested for a one or two year term, after the partial term expires, they are eligible for two further full terms, so they could potentially serve 7 or 8 years total. She said the Board ultimately decides the expiration dates for each appointee.

Tara May clarified that the consent agenda item related to the Opioid Advisory Committee was related to the addition of a representative from the Department on Aging to be designated by the County Manager.

A motion was made by Commissioner McKee to appoint Gayane Chambless for the remaining At-Large/Flex position. Chair Price seconded the motion.

VOTE: Ayes, 2 (Chair Price and Commissioner McKee); Nays, 5 (Commissioner Fowler, Commissioner Greene, Commissioner Hamilton, Commissioner Bedford, Commissioner Richards)

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MOTION FAILS 2-5

A motion was made by Commissioner Fowler, seconded by Commissioner Greene to appoint Dr. Tiffany Barber for the remaining At-Large/Flex position.

VOTE: UNANIMOUS

Commissioner Richards said she asked the question about partial terms. She asked if the Board would consider approving one of the residents with lived experience for a full term rather than having them both serve partial terms.

Chair Price said she agreed with Commissioner Richards, and would be okay with both residents with lived experience in full terms.

Commissioner Richards asked how long the advisory committee will last.

Chair Price said the funding will be paid out over 18 years. She said this initial group on the advisory committee sets the stage for how the money will be spent.

Commissioner Richards said she thought going forward, the Board would likely want residents with lived experience to be consistent on the committee, but said it may not be an issue to others.

Commissioner Hamilton said it would make sense with staggered terms to have one person with lived experience to have a partial term, and one with a full term to make sure there is always someone on the committee with that viewpoint.

Chair Price clarified that there will always be someone on the committee with lived experience.

Commissioner Hamilton reiterated that, for continuity, it would be good for one resident with lived experience to have a partial term and one to have a full term.

Chair Price said there will always be two people with lived experience on the committee.

Commissioner Hamilton said that's correct, but her point is that if one of them rolls off, then someone with experience on the committee would stay on.

Chair Price asked if there was a desire from the Board to have a lived experience position with a full term.

The Board agreed by consensus.

Commissioner Greene agreed with Commissioner Hamilton's comments.

Commissioner Richards recommended that Jefradrian Stafford be appointed a full term and Dr. Tiffany Barber be appointed to a partial term.

Chair Price said that in that case, Jefradrian Stafford would be appointed to a first full term ending 10/31/2025, and Dr. Tiffany Barber would be appointed to a partial term ending 10/31/2023.

Tara May clarified that once a term expires, the committee member would automatically be eligible for reappointment by the Board without having to reapply.

A motion was made by Commissioner Richards, seconded by Commissioner Bedford, to make the following appointments to the Opioid Advisory Committee:

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2

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Jeftadrian Stafford	Orange County Resident with Lived Experience	First Full Term	10/31/2025
Dr. Tiffany Barber	At-Large/ Flex	Partial Term	10/31/2023

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9**VOTE: UNANIMOUS**

A motion was made by Commissioner Bedford, seconded by Commissioner Greene, to approve the following remaining appointments to the Opioid Advisory Committee:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Jesse Miller	Orange County Resident with Lived Experience	Partial Term	10/31/2024
Dr. Evan Ashkin	Substance Use Treatment Provider	First Full Term	10/31/2025
Dr. Chris Ringwalt	Community Group Working on Opioid-related Concerns	Partial Term	10/31/2023
Dr. Natalie Blackburn	At-Large/Flex (formerly Employment Provider)	Partial Term	10/31/2024
Elisabeth Johnson	At-Large/ Flex	Partial Term	10/31/2023

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26**VOTE: UNANIMOUS****12. Information Items**

- October 18, 2022 BOCC Meeting Follow-up Actions List
- Tax Collector's Report – Numerical Analysis
- Tax Collector's Report – Measure of Enforced Collections
- Tax Assessor's Report – Releases/Refunds under \$100
- Memorandum - North Carolina Department of Environmental Quality (NCDEQ) Public Hearing for City of Durham's "Proposed Water Supply Critical Area Reclassification of Teer Quarry and a Section of the Eno River"
- Request for Qualifications-Consultant for School Facilities Assessment and Optimization

13. Closed Session

None.

1 **14. Adjournment**
2

3 A motion was made by Commissioner Fowler, seconded by Commissioner McKee, to
4 adjourn the meeting at 8:56 p.m.
5

6 **VOTE: UNANIMOUS**
7

8
9 Renee Price, Chair
10

11
12 Recorded by Tara May, Deputy Clerk to the Board, and Laura Jensen, Clerk to the Board
13

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

1 DRAFT

2 **MINUTES**
3 **ORANGE COUNTY**
4 **BOARD OF COMMISSIONERS**
5 **WORK SESSION**
6 **November 10, 2022**
7 **7:00 p.m.**

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

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

14 **COUNTY COMMISSIONERS ABSENT:** None

15 **COUNTY ATTORNEYS PRESENT:** Staff Attorney James Bryan

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

19
20 Chair Price called the meeting to order at 7:00 p.m. All commissioners, with the
21 exception of Commissioners Fowler and McKee, were present.

22 Chair Price said that item 1 would not be discussed at the work session and would be
23 rescheduled for a future meeting. She said at the end of the meeting, the County Manager
24 would like to do a demonstration of a new spreadsheet that commissioners can use to track
25 requests. She said that the Board also needed to discuss the formation of a retreat committee,
26 and that Commissioner Richards will give an update on the Leandro Plan.

27
28 *Commissioner Fowler arrived at 7:02 p.m.*

29
30 **1. Orange County Partnership to End Homelessness – 2022 Data Update**

31 This item was removed from the agenda and will be discussed at the November 15, 2022
32 Business Meeting.

33
34 **2. Discussion Regarding the Community Food Access Assessment Report and Food
35 Council Memorandum of Understanding Agreement Renewal**

36 The Board:

- 37 1) received information on the Community Food Access Assessment Report and Food
38 Council Memorandum of Understanding Agreement Renewal;
39 2) discussed the potential renewal of a Memorandum of Understanding (MOU) agreement
40 for the Orange County Food Council as proposed by the Food Council's Executive
41 Committee; and
42 3) provided comments, questions and direction to staff in preparation for approval of the
43 MOU at a future Board Business meeting.

44
45 **BACKGROUND:**

46 **Community Food Access Assessment Report**

47 The Food Council began a food access assessment in late 2021 and finished this process in
48 July 2022. The report's purpose is to share community expertise and recommendations to help
49 shape future decisions related to food access in Orange County, NC.

50
51 **Memorandum of Understanding (MOU) Agreement Renewal**

1 In 2019, Orange County, Chapel Hill, Hillsborough, and Carrboro began an interlocal agreement
2 process to jointly fund a full-time staff position for the Orange County Food Council. The original
3 MOU was signed by all parties in early 2019, and the Food Council Coordinator was hired in
4 July 2019. The existing MOU was meant to be reviewed after two years. The Food Council's
5 Executive Committee recommends a renewal with some updates to the agreement. Staff will
6 provide an overview of the 2019 process and a summary of the Executive Committee's current
7 recommendations for the MOU agreement renewal.
8

9 Staff has submitted a request to each jurisdiction to provide an annual presentation and a report
10 for the suggested MOU renewal. Each jurisdiction has received the redlined MOU and annual
11 report materials. The Towns of Hillsborough and Carrboro received presentations from staff in
12 August and October. The following recommendations were provided by Hillsborough and
13 Carrboro:

14
15 Hillsborough Recommendation

- 16 1) In Section B (c), change the final line to, "contribute to the dismantling of systemic
17 racism."
18

19 Carrboro Recommendations

- 20 1) Include a clause stating:
21 a. The County will serve as the administrative and fiscal agent for the Food Council
22 b. An annual report be required to be provided to all jurisdictions
23 c. The line-item budget must be submitted to the jurisdictions with the annual
24 report.
25 2) Add the word "collaboration" in the third paragraph of the MOU after "facilitate
26 communication."
27

28 The Town of Chapel Hill has not scheduled the Food Council MOU Agreement renewal for
29 discussion.
30

31 Chair Price noted that Ashley Heger, the Food Council Coordinator, will be stepping
32 down from her position. She thanked Ashley Heger for her service.

33 Ashley Heger, Food Council Coordinator, introduced the item and a poet named Maria-
34 Jose Guerrero Hernandez.

35 Maria-Jose Guerrero Hernandez read a poem she composed on the topic of food
36 insecurity.
37

38 *Commissioner McKee arrived at 7:05 p.m.*
39

40 Ashley Heger made the following presentation:
41

1 Slide #1



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Slide #2



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1 Slide #4

Highlights

- Food insecurity is caused by many factors and can be seen as a symptom of other system failures (like a lack of affordable housing or liveable wages).
- Community Experts value most existing services but there is a need to move beyond charity and invest in long-term solutions to end hunger. Some direct services need major improvements.
- Those experiencing food insecurity need to be a part of the solution. Their expertise and participation is essential.

*Please note the "County" is defined as all jurisdictions and communities within Orange County unless otherwise specified within the report.

2
3 Ashley Heger said they did not look at food insecurity by jurisdiction or community, but in
4 a holistic way, county-wide.

5
6 Slide #5

Process

1. Asked community leaders if they would participate in a food access assessment. Response: why do you need to keep assessing us vs. listening to us?
2. Community asked us to look at how the county addresses hunger and provide more transparency about food access investments. We collected 5 years of budget data to assess how funds were invested.
3. Recruited Community Experts from the communities most impacted by food insecurity.
4. 2 month photovoice process with a small group.
5. 4 sessions of data analysis and recommendation development with larger group.
6. Community Experts helped oversee the final report writing.

7
8 Ashley Heger said the Food Council wanted to engage in an assessment process that
9 would provide decision-makers with data and information but would shift power to those most
10 impacted. She said one of the first ideas they received was to look at budget data and policy
11 information for what the county is doing to combat food insecurity. She said it was difficult to
12 find policy information, so they focused on budget data.

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1 Slide #6

Recommendations: Example 1

We need a more effective, dignified, and direct way of providing food assistance.

Community Experts recommend a service similar to Instacart should be made available as a public program. People should be able to choose their foods and schedule when to pick up or receive them. This would help increase access and dignity for those receiving food program support, especially for people who are homebound or need delivery services due to transportation issues. This service should accept EBT/SNAP and other FNS funds a participant may have available.

2
3 Ashley Heger said that the county should be more creative with food delivery options
4 and focus on reducing barriers.

5
6 Slide #7

"I've got specific people's faces in my mind when I'm speaking...seeing their struggles, having to help them myself when I could just get to the grocery store...the helplessness on someone's face having to depend on these [programs]... a lot of these people they don't want to have to ask nobody for nothing, you know what I'm saying? And they will go without sometimes just cause they don't want to have to ask nobody. They are paying their taxes and they've been working all their life. They just need a little help. They don't want a handout. They just want help."

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1 Slide #8

Recommendations: Example 2

There needs to be a focus on longer term changes not just immediate-needs based services. We need deeper investments in ending hunger that address underlying issues like wages and cost of living.

Housing is an important part of these longer term solutions. Community Experts recommend that any time a new development is being proposed or built, a certain number of new apartments or homes must be set aside for subsidized/affordable housing. Experts see gentrification tearing apart communities and neighborhoods being broken up because of taxes and cost of living. Community Experts also want to see a publicly accessible list of existing policies that combat the harms of gentrification.

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4 Slide #9

“What I’ve noticed is living here forever, back in the day, you can go to your neighbor and ask them for something. But the gentrification is really tearing down neighborhoods...tearing neighborhoods apart. Like there’s probably only 4 original Black families in my neighborhood when there was usually like 20 or 30 and you can’t go and borrow something or give your neighbor a ride because your neighbors don’t interact with you anymore.”

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Ashley Heger said the last time she presented to the Board, she highlighted five issues that are related to food insecurity. She listed four of them to the Board: housing, direct food programs, economic development, and transportation. She said the purpose was to get closer to the solutions by getting closer to the problem. She asked that the Board focus their time and attention on the recommendations that came from the community.

Commissioner Fowler asked if Ashley Heger followed up on the recommendations or if this report is the follow-up to those recommendations. She said Food For Summer is run through the school system and that is not part of the MOU.

Ashley Heger said they were in the process of organizing with community experts that are already advocates for their communities. She said they are working with those experts on how they want to build bridges and that school foods can be difficult to navigate due to issues like USDA policies and other federal programs. She said that the decision makers will direct the action. She said earlier in 2022, the Food Council requested ARPA funding to create a food justice fund. She said they were not awarded the funds, so instead, the Food Council used

1 existing funds available to them to begin addressing some of the identified needs. She said
2 these recommendations came from community experts.

3 Commissioner Greene said that the agency the community experts identified was
4 Transplanting Community Transitions.

5 Ashley Heger explained Transplanting Community Traditions and said that they have a
6 program that allows them to receive funds from the Food Council that goes directly to the
7 farmers. She said the farmers grow food that they donate to PORCH and the Refugee Center.
8 She said the distribution will happen primarily to those two groups.

9 Commissioner Greene said the entire executive team was 100% on board with this.

10 Commissioner Bedford said she was surprised by the \$9 million funding needs but
11 understands the need of hunger. She asked how many community experts participated in
12 photovoice and if they were the same people or different than the budget review.

13 Ashley Heger said the community experts were different groups. She said that
14 photovoice experts were recruited from the most impacted communities. She said she wanted
15 to make sure that the experts represented the whole spectrum of those who experience food
16 insecurity. She said that they also want to make sure they are paying each expert a living wage
17 to participate just as they would a consultant. She said it is a small group but a very meaningful
18 sample.

19 Commissioner McKee asked which organizations and groups were represented in the
20 county.

21 Ashley Heger asked if he meant demographic representation.

22 Commissioner McKee said he meant organizational representation.

23 Ashley Heger said they did not recruit for organizational experience but for lived
24 experience. She said that some of the people are connected to various community groups, but
25 they were recruited for their lived experience. She said they focused on Black, Latinx,
26 immigrant/refugee, and intergenerational food need experiences.

27 Commissioner Fowler said that she previously volunteered for the Food For Summer
28 program and that it felt strange to tell 4-year-olds they had to eat their food in front of her but
29 that their parents could not eat and that they were also required to take a milk even if they were
30 not going to drink it. She said there are quite a few unusual rules. She said that EBT can be
31 used Instacart and asked for further information on what was meant by using EBT like Instacart.

32 Ashley Heger said that in discussions with community experts, they said that curbside
33 pickup for charitable food distributions would improve their experience. She said that \$9 million
34 is an eye-popping number, but it is a reality. She said that people see money going to pay
35 people like her or for a refrigerated truck, when they could use those funds in their bank
36 accounts.

37 Chair Price asked what communities the 16 people represent, or if they are on a map.

38 Ashley Heger said they did not collect that data, but anecdotally, she could say that
39 people were located from north of Hillsborough to southern Orange County.

40 Chair Price said they did not have much representation from the rural areas.

41 Ashley Heger said they did not. She said if they were to do further research, they would
42 want more people from the Cedar Grove area. She said they also would want to do more
43 research with native and indigenous residents.

44 Commissioner Hamilton said that she read through the assessment and really liked the
45 qualitative direction in it, however she struggled with not being able to see the bigger context.
46 She said that for example, knowing the community experts, how they map with the rest of the
47 county, and what groups they might represent would be helpful because it would help paint a
48 picture of food insecurities in the community.

49 Ashley Heger said they felt that they did not have time to reengage the community
50 members to get that data. She said that they are trying to get the photovoice data and then pin

1 that feedback to larger trends in the community. She said she would share that comment with
2 the team.

3 Commissioner Hamilton said the report is heavily qualitative and could use some
4 quantitative data. She said that it would be helpful to have a description of what the services
5 are, who the players are, and to fit in some of the qualitative data more effectively. She said that
6 it comes off as anecdotal, and not resting so much on that would have strengthened the report.

7 Ashley Heger said that the visual report that will be available will show some of that
8 information. She said that the community experts were asked what they thought would be most
9 impactful to share in the report. She said it would have been helpful for the commissioners to
10 see what setting this information is in.

11 Commissioner Richards said she understands the need, desire, and value of the
12 community experts. She said she expects that staff would take that and bridge that to what the
13 elected boards or decision makers want to see to better inform the decision process. She said
14 the balance between the two would enhance the work and is critical going forward.

15 Ashley Heger said she hopes that before she maps out next steps that they will move in
16 that direction. She said that she would like to set the Food Council up for success with follow-
17 through.

18 Commissioner McKee asked for clarification if the inability to reach out to rural residents
19 was due to time.

20 Ashley Heger said that it was not only time. She said that due to time and funding and
21 looking at where the biggest food insecurity numbers are in the county, they worked with
22 community leaders to identify community experts that would support the work. She said that
23 naturally led them to working with experts that live in the more populated areas. She said there
24 was rural representation in the process, but they can do more. She said the process was proof
25 of concept, by shifting power to those most impacted. She said that her hope is that the Food
26 Council can have convenings that can have more of a process that would help the decision
27 makers in the county. She said that they have done what they can, given time, relationships,
28 and funding, but the Food Council can do more, especially in the future.

29 Commissioner McKee said he has been dealing with this for six years now. He said he
30 does not see how time can be a factor. He said that there is not an area specific to Orange
31 County that is more impacted by food insecurity and that it is north to south, and east to west.
32 He read the paragraph from the MOU from 2015 and said they are not closer to then where they
33 were in 2015. He said that the system is not working. He said that the engagement needs to be
34 with providers and there is a disconnect.

35 Ashley Heger said that providers are a necessary part of finding a solution and should
36 be part of the process in the spring. She said that would work with people in various county
37 departments and the charitable programs. She said that there is a systemic problem and that
38 she has sadness leaving because this feels incomplete. She said it is long-term work and will
39 require difference collaborative pieces across the system and more staff primed to convene
40 around the entire food system. She said that is too large for any one staff person to handle
41 alone. She said the work is taking place and there are a lot of amazing people doing the work
42 but it will be difficult to see the same type of results because of the staff. She said it takes time
43 to build trust and relationships.

44 Commissioner McKee said his concern is moving past the discussion to getting food to
45 the people who need it.

46 Chair Price said the report is a good description of hunger in the United States. She
47 said if it was for a university class it would have been good. She said that many of the points
48 they have known for years. She said she worked with a hunger organization twenty years ago
49 and because they have not made systemic change, they are dealing with the same issues. She
50 said that transportation is an issue and that having income would be a part of the solution. She
51 said that she is glad the community voices are included but knowing where they are would have

1 been helpful. She said that for example, Rogers Road didn't have a bus for years and they
2 knew this was an issue. She said that she is looking for solutions like that. She said that she is
3 concerned about the rural areas. She said that she is perplexed that the priority would be on the
4 more densely populated areas and there is a lot of hunger in the rural areas of the county. She
5 said that people have trouble accessing food and that it is important to note that hungry people
6 are across the county and even into the schools.

7 Ashley Heger said she did not mean to suggest that rural areas are better off. She said
8 she thought more could be done in the rural areas. She said that engaging rural communities is
9 an important part of it.

10 Chair Price said she would like to see steps that are specific to Orange County. She
11 said from a teaching perspective the report is helpful but that they need suggestions for specific
12 actions.

13 Ashley Heger said that the intended plan for the spring is to have farmers be part of the
14 conversation. She said that farmers want to think of creative ways to help provide food and they
15 are working with farmers to support their ideas. She said this is not the end and the Food
16 Council will have convenings with farmers and food providers.

17 Chair Price said she thought they were working with them initially.

18 Ashley Heger said that they have relied on relationships that came out of the black
19 farmer think tank. She said that half of the farmers are in the Cedar Grove area.

20 Chair Price asked if they were working with them initially.

21 Ashley Heger said they are trying to come up with creative solutions based on what
22 came out of Anatov and being a part of it initially. She said the community assessment did not
23 involve any farmers. She said none of the community experts would call themselves farmers.

24 Commissioner Greene said the report is the voice of community experts in the subject of
25 community access. She said this represents communities and it did not occur to her at all that
26 experts only lived in Chapel Hill. She said she appreciated the humility it engendered in herself
27 when she read the report. She said it was important to hear the voices. She said that she
28 learned the importance of terminology when discussing food insecurity, such as the difference
29 between food deserts and food apartheid. She said that words do matter and the food insecurity
30 is not a naturally created phenomenon and it is important to note that. She said she appreciates
31 the work that Ashley Heger has done.

32 Chair Price said she hoped in the next phase there are more actionable items and it is
33 more inclusive. She said she understood that getting it out to more people, there will be greater
34 representation. She said that there is value in the report.

35 Commissioner Greene said that on the Instacart idea, there is an app that is being used
36 to manage food stamps and she took that idea to a local Orange County entrepreneur and it is
37 not an outrageous idea to think of an app that could be created as a county service.

38 Ashley Heger said that they do feel the recommendations are actionable and relevant to
39 Orange County. She said there are multiple generations and levels of expertise. She said we
40 now have expert feedback from the community. She said that this work is never done, we can
41 always do better. She asked them to support the Food Council and set them up to do more
42 work.

43 Commissioner Bedford asked about the authority of the county to negotiate with
44 developers.

45 Commissioner Greene said there are policies in Chapel Hill and Carrboro. She said
46 when there is a zoning request, the Town of Chapel Hill says that affordable housing has to be
47 part of the development.

48 Ashley Heger said there needs to be a conversation between those two spaces and the
49 Food Council's role. She said that they need to figure out how to navigate through the legalities
50 and that sets up actionable conversations.

1 Commissioner Greene said that North Carolina is not a Dillon's Rule State but courts
2 have had a hard time accepting that and there is a supreme court ruling in Cabarrus County that
3 says they are.

4 Commissioner McKee said the courts are the arbitrator of what is constitutional and valid
5 by law. He asked how they would not be if the courts have deemed that they are.

6 Commissioner Greene said the School of Government have two papers that say in the
7 1970s the state gave the local governments broad authority.

8 Commissioner McKee said the courts are the ultimate arbitrator.

9 Chair Price asked if they worked with Corey Root in Affordable Housing

10 Ashley Heger said that Corey Root with Affordable Housing would like to be part of the
11 conversation.

12 Chair Price said that when you look at the affordable housing work, rather than waiting
13 for a developer to build 15% affordable housing, that is it important to think about how people
14 will access the food and have a resource to access the food. She said it is good to have access
15 to commercial areas nearby so it is important that housing and food work together.

16 Ashley Heger said that she has been having that conversation with Corey Root.

17
18 Slide #10

Food Council Memorandum of Understanding

Original MOU was signed in 2019

At the recommendation of elected liaisons, the Food Council worked with each jurisdiction to create an MOU that was modeled after the Partnership to End Homelessness.

The MOU created a full-time staff position that has oversight from the Executive Committee (4 elected liaisons, 1 from each jurisdiction).

The Food Council's work is building bridges between community wisdom and decision-makers. Systems change starts with relationships and trust building.

19
20
21 Slide #11

Recommendations for Renewal

Executive Committee Recommendations for an updated MOU

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

22
23 Slide #12

Hillsborough Recommendation

- 1. In Section B (C) of the relined document, change the final line to, "contribute to the dismantling of systemic racism."

Carrboro Recommendations

- 1. Include a clause stating:
 - a. The County will serve as the administrative and fiscal agent for the Food Council
 - b. An annual report be required to be provided to all jurisdictions
 - c. The line item budget must be submitted to the jurisdictions with the annual report.
- 2. Add the word "collaboration" in the third paragraph of the MOU after "facilitate communication."

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Slide #13

Thank you

Staff Contact:
Ashley Heger

aheger@orangecountync.gov

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Commissioner McKee asked what the thinking was for eliminating four seats on the Food Council.

Ashley said they started with 11, then went up to 16, but that the Food Council noticed lower engagement since the increase. She said an 11-member council was a more manageable size.

Commissioner Richards asked if it is saying take the elected members out.

Commissioner Greene said no.

Commissioner Richards asked if the recommendations of the executive committee were voted upon.

Ashley Heger said that the way the council operates is through a consensus-based model, but the elected officials retain majority power, and these recommendations were voted upon unanimously.

Chair Price said they would not vote on it at the work session.

Commissioner Bedford thanked Ashley Heger for providing the minutes of the Food Council. She asked why they moved to every other month meetings.

Ashley Heger said that was considered before COVID. She said by engaging so much, the volunteers' capacity was stretched. She said that it was an opportune time to go to bi-monthly meetings. She said that it is volunteer work. She said that the volunteer co-chairs

1 were putting in a lot of time. She said it was common with other food councils in North Carolina.
2 She said it was implemented sometime in 2020.

3 Commissioner Bedford said Wake County is a non-profit. She said that was an early
4 discussion about how this group should be organized. She said that on an 11-member council,
5 with 4 elected officials, it only leaves 7 people to give input and now it is only every other month.
6 She asked if there is a better way to format this work.

7 Ashley Heger said the food council model came from a white cultural space. She said
8 there are pros and cons for any structure. She said that being connected to the county and
9 having the structural support is a huge benefit. She said Orange County is seen as an outlier in
10 the state and even nationally because of the support they have to invest in the work. She said
11 that when you look at the most functional food councils are housed in departments with multiple
12 staff. She said those staff members are usually shared so there is cross pollination of
13 knowledge. She said that being part of this institution has allowed that to be true. She said that
14 on the nonprofit side there is a struggle between chasing grants and doing the work. She said
15 that they have not put a structure or a container to it but that the conversation is much broader
16 than 7 people. She said that the challenges that come from institutions to do systemic change is
17 that those who have been burned do not want to trust or be a part of the systems that have
18 previously harmed them. She said that it is hard for people to engage. She said that they need
19 to come up with creative ways to engage everyone. She said that for research and best
20 practices, she looks to the Baltimore, MD and Austin, TX models are good ones to mirror.

21 Commissioner Fowler asked if there are people with lived experience on the Food
22 Council.

23 Ashley Heger said yes. She said that the Food Council used to be a majority with lived
24 experience and majority non-white, but that is no longer the case. She said additional supports
25 are needed.

26 Commissioner Fowler asked how those seven positions are filled.

27 Ashley Heger said those seven positions are at large members and are meant to
28 represent the full food system.

29 Chair Price asked if there are specific spots for those with lived experience.

30 Ashley Heger said they have one and that is the food access practitioner. She said that
31 Chapel Hill required that they hold a space for a food access provider. She said they tweaked
32 the language and changed it to a practitioner.

33 Commissioner Hamilton said this was helpful to understand the challenge faced by the
34 Food Council over the last few years. She said that she is learning towards not supporting the
35 MOU and considering what structure would work for them. She said issues are so integrated,
36 they need to find another way of tackling it. She said that she realized that the structure does
37 not feel transparent.

38 Commissioner Bedford said the MMC (Managers, Mayors, and Chairs) group is meeting
39 next Friday, and the various MOUs are on the agenda. She said it might be good to let that
40 meeting happen and then bring this back.

41 Bonnie Hammersley said she would suggest that it comes back after Chapel Hill has the
42 presentation on December 7.

43 Commissioner Bedford said this could be a topic at an Assembly Governments Meeting.

44 Commissioner McKee said he thinks it will be unmanageable.

45 Chair Price said she agreed with Commissioner McKee.

46 Chair Price thanked Ashley Heger for her work with the Food Council.

47 Ashley Heger thanked the Board for their support.
48
49

50 **3. Periodic Review of the Orange County Board of County Commissioners Advisory**
51 **Board Policy**

1 The Board conducted a review of the Orange County Board of County Commissioners Advisory
2 Board Policy (Advisory Board Policy).
3

4 **BACKGROUND:** The Advisory Board Policy was adopted February 21, 2012, and included a
5 provision that the Board of Commissioners would conduct a periodic review of the policy every
6 five (5) years. While various portions of the Advisory Board Policy have been amended since
7 that time based on staff recommendations, a full review and discussion of the policy has not
8 been conducted by the Board.
9

10 The current version of the Advisory Board Policy is included as Attachment A.

11
12 Attachment B includes suggested amendments by Clerk's Office staff. Noteworthy suggestions
13 include:

- 14 • Changing the periodic review period from every five (5) to every two (2) years.
- 15 • Updating the list of boards and commissions to which the policy applies.
- 16 • Clarifying the role of recommendations received from advisory boards.
- 17 • Removing the ability of an advisory board member to continue serving one year past
18 their term expiration date.
- 19 • Requiring a majority vote by the Board to remove an advisory board member.
- 20 • Removing reference to unexcused absences related to attendance requirements of
21 advisory board members.
- 22 • Allowing remote meetings of advisory boards subject to this policy at all times, not only
23 during a declared State of Emergency.
24

25 Attachment C includes information on all of the boards to which the Board of Commissioners
26 makes appointments, including the type of board, board descriptions, composition
27 requirements, any special appointment or recommendation requirements, term lengths and
28 limits, and the relevant policies.
29

30 Deputy Clerk to the Board Tara May introduced the item and reviewed information in the
31 abstract.

32 Commissioner Bedford noted that she had found a few typos in the policy.

33 Tara May reviewed one of the typos for the Board:

34 Page 21, section 4(b), the end of the sentence should read "advisory boards" instead of
35 "Orange County Board of Commissioners."

36 Commissioner Richards said she appreciated the suggested amendments but that she is
37 trying to figure out the role of recommendations from the advisory boards. She said she has
38 spoken with advisory board members that believe they have the final say. She said she thinks it
39 is important for them to be very clear on this.

40 Chair Price said the Board should decide what their preference is. She said it has
41 changed over the years.

42 Commissioner Richards said it is not just people or members, but any recommendation
43 that comes out of an advisory board. She said there should be clarity.

44 Chair Price said their role is to advise.

45 Commissioner Hamilton said it is a recommendation, but that the Board has the
46 accountability for it.

47 Commissioner Bedford said that is helpful.

48 Commissioner Hamilton said they do want recommendations, but it should be clear that
49 it is a recommendation.

1 Commissioner Bedford said when they had the Human Rights Commission, it feels like a
2 clique can form if the same people are picking the same people.

3 Commissioner Hamilton agreed and said that she is saying the same thing.

4 Chair Price said that one reason they increased the discussion of appointees was to
5 increase the diversity of the boards.

6 Commissioner Bedford said on page 84 it says that the Orange County Board of
7 Commissioners may elect to interview applicants for certain advisory boards. She said that
8 OWASA is not an advisory board, but they do appoint two representatives to the Board. She
9 asked if they are allowed to be interviewed.

10 Tara May said that OWASA is not a board that the policy would apply to. She said she is
11 unsure if OWASA's policy would allow for that.

12 James Bryan said that for boards that aren't created by the county, they would be under
13 the jurisdiction of the rules for that entity.

14 Commissioner Bedford said that for the OWASA board she feels that they should have a
15 more in-depth background process with them.

16 Chair Price asked why.

17 Commissioner Bedford said they have very good people now. She said that one was on
18 the Commission for the Environment that did not work out even though she spoke to them to
19 figure out what they were qualified for. She said she must not have been asking the right
20 questions. She said that it's a really important board and that the application could be changed,
21 and the commissioners could consider interviewing them.

22 Commissioner Greene said prior to the current form, OWASA had a specific form. She
23 said that Chapel Hill sets up a subcommittee to interview their OWASA applicants.

24 Chair Price said that with the Planning Board, commissioners might call up the
25 applicants and speak with them.

26 Commissioner Bedford asked if Tara May could check with other communities on what
27 their application and process is for OWASA Board Members.

28 Chair Price said that OWASA is not included in this policy but that she could still request
29 information about the other jurisdictional processes.

30 Chair Price asked if some boards still have 2–3-year terms.

31 Tara May said that was existing but moved to under the "Term" section. She said the
32 Adult Care Home Advisory Committee is separate, and has different terms and is different from
33 advisory boards.

34 Commissioner Fowler asked about the partial term appointment language.

35 Tara May said that is existing language and had not been amended.

36 Commissioner Greene asked for clarification because she thought they had appointed
37 people to partial terms and indicated that they would still be available for two full term
38 appointments.

39 Tara May said that if she is referring to the Opioid Committee, the actual date of the term
40 of their appointment falls within the existing language and is less than 12 months for the initial
41 partial term appointment.

42 Chair Price asked when this would be voted upon.

43 Tara May said a meeting in December

44 Chair Price asked if it could come back on a consent agenda.

45 Commissioner Bedford said she supported the suggested changes and would support it
46 next week.

47 Commissioner Greene agreed with Commissioner Bedford.

48 **4. Affordable Housing Advisory Board – Appointments Discussion**

49 The Board discussed appointments to the Affordable Housing Advisory Board.

50

51

BACKGROUND: The Affordable Housing Advisory Board prioritizes affordable housing needs and assesses project proposals. The board also publicizes the County's housing objectives, monitors the progress of local housing programs, explores new funding opportunities, and works to increase the community's awareness of, understanding of, commitment to, and involvement in producing attractive affordable housing. This board has opted not to make recommendations.

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

The following positions and individuals are presented for Board consideration:

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Ehmu Ra Ho	At-Large	First Full Term (re-appointment)	06/30/2025
Holly Meschko	At-Large	First Full Term (re-appointment)	06/30/2025
BOCC Appointment	At-Large	First Full Term	09/30/2025
BOCC Appointment	At-Large	Partial Term	09/30/2023
BOCC Appointment	At-Large	First Full Term	09/30/2025
BOCC Appointment	At-Large	Partial Term	06/30/2023
BOCC Appointment	At-Large	Partial Term	06/30/2024
BOCC Appointment	At-Large	First Full Term	06/30/2025
BOCC Appointment	At-Large	Partial Term	06/30/2024

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

Tara May introduced the item.

The Board agreed by consensus to re-appoint Ehmu Ra Ho and Holly Meschko.

The Board discussed possible appointees for the remaining seven positions.

Commissioner Bedford suggested Mariela Hernandez.

Commissioner Greene suggested Olivia Fisher.

Commissioner Richards asked if Keith Cook is fully participating on the board.

Chair Price said he does attend events occasionally and has not resigned.

Commissioner Bedford suggested Kela Kexel.

The Board agreed by consensus on Mariela Hernandez, Olivia Fisher, and Kela Kexel.

Commissioner Greene said she was not sure she could find seven applicants to fill all of the seats and asked if the Board might not choose seven during the work session.

Commissioner Bedford said there was not much diversity in the applicant pool.

The consensus from the Board was that there were not any more applicants that they wanted to appoint from this group.

Commissioner Bedford suggested that staff re-advertise the remaining four positions.

1 **5. Agricultural Preservation Board – Appointments Discussion**

2 The Board discussed appointments to the Agricultural Preservation Board.

3
4 **BACKGROUND:** The Agricultural Preservation Board is charged to promote the economic and
5 cultural importance of agriculture in the county, and to encourage voluntary preservation and
6 protection of farmland for future production.

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

10
11 The following individuals are presented for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Kim Woods (proposed moved from At- Large position)	Caldwell Voluntary Agricultural District	Partial Term	06/30/2023
Nancy Petry	At-Large	First Full Term	06/30/2025
Michael Wagger	At-Large	First Full Term	06/30/2025
James Fickle	At-Large	Partial Term	06/30/2024
Dr. Jane Saiers	New Hope/Hillsborough Voluntary Agricultural District	One-year extension	6/30/2023

12
13 If the individuals listed above are appointed, the following vacancies remain:

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

14
15 Tara May introduced the item.

16 Chair Price asked how long Kim Woods had served on the Agricultural Preservation
17 Board.

18 Tara May said that Kim Woods had served one full term in her current position, and that
19 the recommendation was to put her in a position with a partial term. She said that Kim Woods
20 would still be eligible to serve a full term after the partial term ends.

21 Commissioner McKee supported the recommendation that Kim Woods be appointed to
22 the Caldwell Voluntary Agricultural District position.

23 The Board agreed by consensus on the recommendation to move Kim Woods to a
24 partial term for the Caldwell Voluntary Agricultural District position.

25 The Board agreed by consensus on the recommended applicants to fill the three At-
26 Large positions.

27 Tara May said that the Agricultural Preservation Board would like to give a one-year
28 extension to Dr. Jane Saiers for the New Hope/Hillsborough Voluntary Agricultural District
29 position.

30 The Board agreed by consensus on the recommendation that Dr. Jane Saiers
31 appointment be extended by one year.

1 Tara May said that a recent applicant will be considered at a future meeting for the
2 Cedar Grove Voluntary Agricultural District position.

3 Chair Price asked for clarification of when the Board would consider voting for the Cedar
4 Grove position. She indicated it might not happen until after the new year.

5 Commissioner Bedford asked that the Board consider making an exception and
6 appointing the applicant for the Cedar Grove position at the next Board meeting.

7 Commissioner McKee asked Tara May to send the Board the application for the Cedar
8 Grove position.

9
10 **6. Carrboro Board of Adjustment – Appointment Discussion**

11 The Board discussed an appointment to the Carrboro Board of Adjustment.

12
13 **BACKGROUND:** The Carrboro Board of Adjustment shall hear and decide appeals from any
14 order, decision, requirement, or interpretation made by the administrator, applications for
15 special use permits, applications for variances, applications for special exception permits,
16 questions involving interpretation of the zoning map, including disputed district boundary lines
17 and lot lines, applications for major subdivisions containing between five and twelve lots, and
18 any other matters the board is required to act upon by any other town ordinance.

19 The Board of County Commissioners appoints two (2) members residing in the Extraterritorial
20 Jurisdiction (ETJ) or the Joint Planning Transition Area. In the absence of applicants from these
21 areas, the Board of County Commissioners may appoint applicants residing within the Town
22 Limits of Carrboro.

23
24 The following individual is presented for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Erle Smith	BOCC Appointee	First Full Term (re-appointment)	02/28/2025

25
26 If the individual listed above is appointed, no vacancies remain.

27
28 Tara May introduced the item.

29 The Board agreed by consensus on the recommended applicant.

30
31 **7. Commission for the Environment – Appointments Discussion**

32 The Board discussed appointments to the Commission for the Environment.

33
34 **BACKGROUND:** The Commission for the Environment advises the Board of Commissioners
35 on matters affecting the environment with particular emphasis on protection. It educates public
36 and local officials on environmental issues and performs special studies and projects. It also
37 recommends environmental initiatives and study changes in environmental science and local
38 and federal regulations.

39
40 The Board of County Commissioners appoints all 15 members, including 10 At-Large members
41 and 5 members with expertise in specific fields.

42
43 The following individuals are recommended for Board consideration:

NAME	POSITION	TYPE OF	EXPIRATION
------	----------	---------	------------

	DESCRIPTION	APPOINTMENT TERM	DATE
Geneva Gray	Air Quality	First Full Term (re-appointment)	12/31/2025
Mark Randall	At-Large	First Full Term (re-appointment)	12/31/2025
Taylor (Read) Oakley	At-Large	First Full Term (re-appointment)	12/31/2025

1
2 If the individuals listed above are appointed, no vacancies remain.

3
4 Tara May introduced the item.
5 The Board agreed by consensus on the recommended applicants.
6 Commissioner Fowler asked if Bill Ward had served a three-year term or if he decided to
7 resign.

8 Tara May said that Bill Ward was completing his second term and was not eligible for
9 reappointment. She said his term expires at the end of December.

10 Commissioner Fowler asked if it was a three-year term.

11 Tara May said that Bill Ward was first appointed in November 2017, and was
12 reappointed in March 2020. She said it was likely that his first term expired in December 2019,
13 but that his reappointment was not brought to the Board until a few months later.

14
15 **8. Orange County Parks and Recreation Council – Appointment Discussion**
16 The Board discussed an appointment to the Orange County Parks and Recreation Council.

17
18 **BACKGROUND:** The Orange County Parks and Recreation Council consults with and advises
19 the Department of Environment, Agriculture, Parks and Recreation, and the Board of County
20 Commissioners on matters affecting parks planning, development and operation; recreation
21 facilities, policies and programs; and public trails and open space.

22
23 The Board of County Commissioners appoints all 12 members with representatives from each
24 of the county’s townships plus its municipalities.

25
26 The following individual is recommended for Board consideration:

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

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

29
30 Tara May introduced the item. She said the Parks and Recreation Council is interested
31 in seeking a second youth position in the future.

32 Commissioner Richards said it was great that the position had three applicants.

33 The Board agreed by consensus on the recommended applicant.

34 Chair Price asked if approval of another position for youth would have to come back
35 before the Board.

36 Tara May said that previously the Board of County Commissioners amended the
37 composition of the Parks and Recreation Council.

1 Chair Price asked if Travis Myren would work with Parks and Recreation to bring that
2 item back for Board consideration.

3 Prior to adjournment, Bonnie Hammersley demonstrated an electronic spreadsheet to
4 the Board that keeps track of all BOCC follow-up requests and petitions. She showed the Board
5 how they can search and filter requests based on dates or the names of commissioners that
6 made the petition. She said they are considering putting the spreadsheet on the county website
7 so the public can also review the status of requests and petitions.

8 Chair Price asked if any commissioners would like to be part of a retreat planning
9 committee. She said the retreat committee would have to determine a date for the retreat. She
10 asked if Commissioner McKee, Commissioner Richards, and Commissioner Greene would like
11 to be on the committee.

12 Commissioner Richards said she would be on the committee.

13 Commissioner Bedford said that staff already had some agenda topic ideas.

14 Commissioner Richards asked how the agenda was decided.

15 Chair Price said that was something the committee would decide.

16 Commissioner McKee and Commissioner Greene also agreed to join the committee.

17 Commissioner Richards said that on the previous Friday a court said that the General
18 Assembly could no longer refuse to fund the Leandro Plan. She encouraged the Board to read
19 the court's opinion. She said that there was a website where you could find your area's school
20 district and how the Leandro Plan would implement the district. She gave all Commissioners
21 copies of the estimated financial impact on Orange County Schools and Chapel Hill Carrboro
22 City Schools. She said it was important to have the information as budget discussions for the
23 next year begin. She asked if a new court could undo this judgment.

24 Commissioner Greene said there would have to be another case for the state supreme
25 court to undo the judgment.

26 Commissioner Richards said it was great news and hopefully something that will stand.

27
28 A motion was made by Commissioner Fowler and seconded by Commissioner Richards
29 to adjourn the meeting at 9:27 p.m.

30
31 **VOTE: UNANIMOUS**

32
33
34 Renee Price, Chair

35
36
37 Laura Jensen
38 Clerk to the Board

39
40 Submitted for approval by Laura Jensen, Clerk to the Board.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 13, 2022

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

SUBJECT: Enhanced Voluntary and Voluntary Agricultural District Designation – Multiple Farms

DEPARTMENT: Environment, Agriculture, Parks
& Recreation – Soil and Water
Conservation

ATTACHMENT(S):
1) Applications and Maps

INFORMATION CONTACT:
Jessica Perrin, (919) 245-2753
Peter Sandbeck, (919) 245-2517

PURPOSE: To consider applications from four (4) landowners/farms to certify qualifying farmland within the High Rock/Efland, Cedar Grove, and New Hope Agricultural District Regions; and enroll the lands in the Orange County Farmland Preservation Program's Enhanced Voluntary Agricultural District or Voluntary Agricultural District program.

BACKGROUND: Orange County's Voluntary Farmland Preservation Program was started in 1992. To date there are 143 farms in both the Voluntary Agricultural District (VAD) and the Enhanced Voluntary Agricultural District (EVAD) program – totaling 16,966* 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:

- (1) Be located in the unincorporated area of Orange County;
- (2) Be used for bona fide farm purposes, as that term is defined in G.S. 106-743.4(a) and G.S. 160D-903;
- (3) Be in accordance with the minimum size requirements, which are as follows:
 - (a) Consist of at least (i) one contiguous acre of land in production for horticultural or agricultural purposes; or (ii) at least twenty total acres of land under management for forestry;
 - (b) In the event that a landowner has multiple tracts of qualifying farmland that are eligible, and those tracts are located within one mile or less of each other, then they may comprise a Voluntary Agricultural District.
- (4) Be managed in accordance with the Natural Resources Conservation Service and N.C. Division of Soil and Water Conservation defined erosion-control practices and have a current conservation farm plan and/or forestry management plan associated with the current usages and owner; and
- (5) Be the subject of a conservation agreement, as defined in N.C. Gen. Stat. § 121-35, between the County and the owner of such land 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 its regular meeting in November 2022. 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 four (4) 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 Tamara and Whitney Watson have submitted an application to enroll two (2) parcels of land totaling 21.1 acres as qualifying farmland for an Enhanced Voluntary Agricultural District in the High Rock/Efland Agricultural District Region. The farm operation includes vegetable, cut flower, and fruit production; pasture; and woodlands.
- 2) Owners Robert Lux and Tracy Goldstein have submitted an application to enroll one (1) parcel of land totaling 37.57 acres as qualifying farmland for a Voluntary Agricultural District in the Cedar Grove Agricultural District Region. The farm operation includes livestock, pasture, and woodlands.
- 3) Owners John Charles Sharpe Sr., John Charles Sharpe Jr., and Jeanne Sharpe Walker have submitted an application to enroll one (1) parcel of land totaling 132.6 acres as qualifying farmland for a Voluntary Agricultural District in the Cedar Grove Agricultural District Region. The farm operation includes a tobacco-rye crop rotation and managed forest land.
- 4) Owners Sheila, Michael, Christopher, and Carson Bishop have submitted an application to enroll three (3) parcels of land totaling 54.52 acres as qualifying farmland for a Voluntary Agricultural District in the in the New Hope Agricultural District Region. The farm operation includes hay production, livestock, pasture and woodlands.

FINANCIAL IMPACT: There is no financial 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: The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

The 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 County Farmland Preservation/VAD program ordinance).

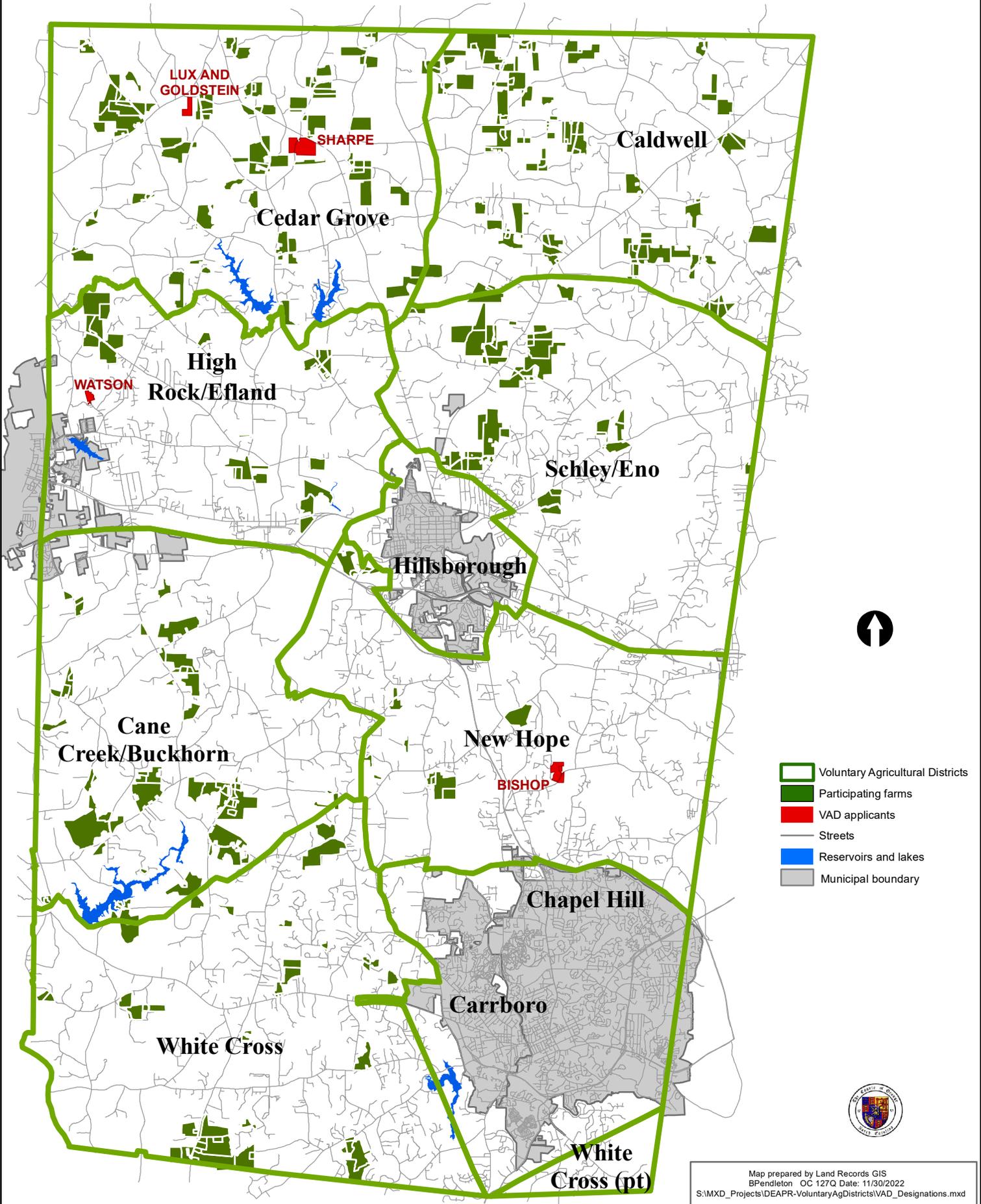
ENVIRONMENTAL IMPACT: There is no Orange County Environmental Responsibility Goal impact associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board certify the four (4) farm properties noted above totaling 246 acres*; designate the Watson farm as an Enhanced Voluntary Agricultural District in the High Rock/Efland Agricultural District Region; designate the Lux/Goldstein, Sharpe, and Bishop farms as Voluntary Agricultural District farms within the Cedar Grove and New Hope Agricultural District Regions; and enroll the lands in the Orange County Farmland Preservation Program's Enhanced Voluntary Agricultural District (EVAD) or Voluntary Agricultural District (VAD) program as designated.

With approval of these farms, the Orange County Farmland Preservation program will have enrolled 147 farms, totaling 14,596 acres* in the VAD and 2,616* acres in the EVAD for a total of 17,212 acres* in the program.

*acres are rounded numbers

Voluntary Agricultural Districts



- Voluntary Agricultural Districts
- Participating farms
- VAD applicants
- Streets
- Reservoirs and lakes
- Municipal boundary



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: Tamara + Whitney Watson
Address: 2119 Doe Run Rd
City: Mebane State: NC Zip Code: 27302
Phone Number (Day): 314 644-5736 ^{cell} (Evening): 919-304-0018
E-Mail: seawindfarm.llc@gmail.com

PROPERTY INFORMATION:

Property Location/Address(s): 2119 Doe Run Rd, Mebane
Agriculture District /Township: CHEEKS

- Parcel Identification Number (PIN): 9826823967 Acres 19.523
- Parcel Identification Number (PIN): 9826824251 Acres 1.58
- Parcel Identification Number (PIN): _____ Acres _____

Total Number of Acres on all tracts of land: 21⁺

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:

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 *Lumana Watson*

DATE 7/12/22

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: *Lumana J. Watson*

Date: 7/12/22

Signature: *William Watson*

Date: 7/12/22

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? 5 years (42 mo)
2. How long have you lived on your farm? 5 years (42 mo)
3. How many acres on your farm are under cultivation? 3 acres (estimate)
4. What are the major crops you plant each year?
potatoes, sweet potatoes, tomatoes, flowers, melons, berries
egg plant, peas, cucumbers, peppers, squash, herbs
6. How many acres on your farm are used for pasture? 8.3 acres (estimate)
7. How many acres on your farm are used for woodland/forestry? 8.8 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: Jamara Watson

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.



**Tamara and Whitney Watson
Enhanced Voluntary Agricultural District
PIN 9826823967 (19.52 acres)
PIN 9826824251 (1.58 acres)
Aerial Map**

 **Tamara and Whitney Watson (21.1 acres)**

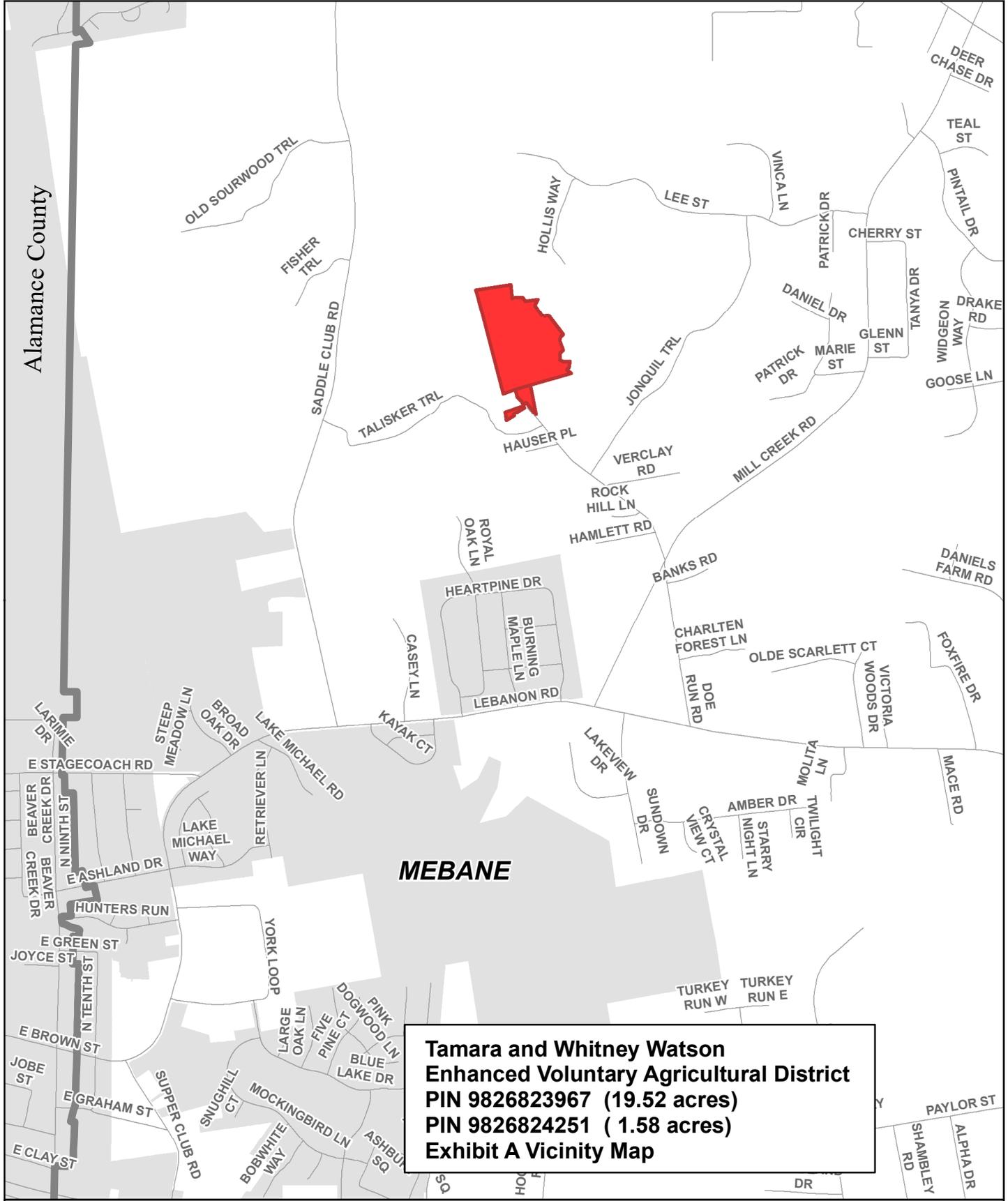
2021 aerials

1 inch = 259 feet



DEAPR
Land Records GIS Div.
Date: 11/7/2022





Tamara and Whitney Watson
Enhanced Voluntary Agricultural District
PIN 9826823967 (19.52 acres)
PIN 9826824251 (1.58 acres)
Exhibit A Vicinity Map

 **Tamara and Whitney Watson (21.1 acres)**



1 inch = 1,561 feet

DEAPR
 Land Records GIS Div.
 Date: 11/7/2022



Application for Orange County
Farmland Preservation Program
Voluntary and Enhanced Voluntary Agricultural District Program

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Soil and Water Conservation Division
P.O. Box 8181 (306 Revere Road)
Hillsborough, NC 27278 Phone: 919-245-2750

APPLICANT:

Name: ROBERT LUX
Address: 860 MCCULLOUGH RD.
City: CEDAR GROVE State: NC Zip Code: 27231
Phone Number (Day): 919 606 2058 (Evening): _____
E-Mail: R.LAWRENCE227@GMAIL.COM

PROPERTY INFORMATION:

Property Location/Address(s): 860 MCCULLOUGH RD.
Agriculture District /Township: CEDAR GROVE

- Parcel Identification Number (PIN): 9849071025 Acres 37.57
- Parcel Identification Number (PIN): _____ Acres _____

Total Number of Acres on all tracts of land: 37.57

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? 2 years
2. How long have you lived on your farm? 2 years
3. How many acres on your farm are under cultivation? 25 acres (estimate)
4. What are the major crops you plant each year?
SUGAR, COW PEAS, CLOVER
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? 11 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)

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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

EVAD - N/A - phone conversation with staff 8/22

SIGNATURE _____

DATE 8/26/22

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: 8/26/22

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____



**Lux and Goldstein
Voluntary Agricultural District
PIN 9849071025 (37.57 acres)
Aerial Map**

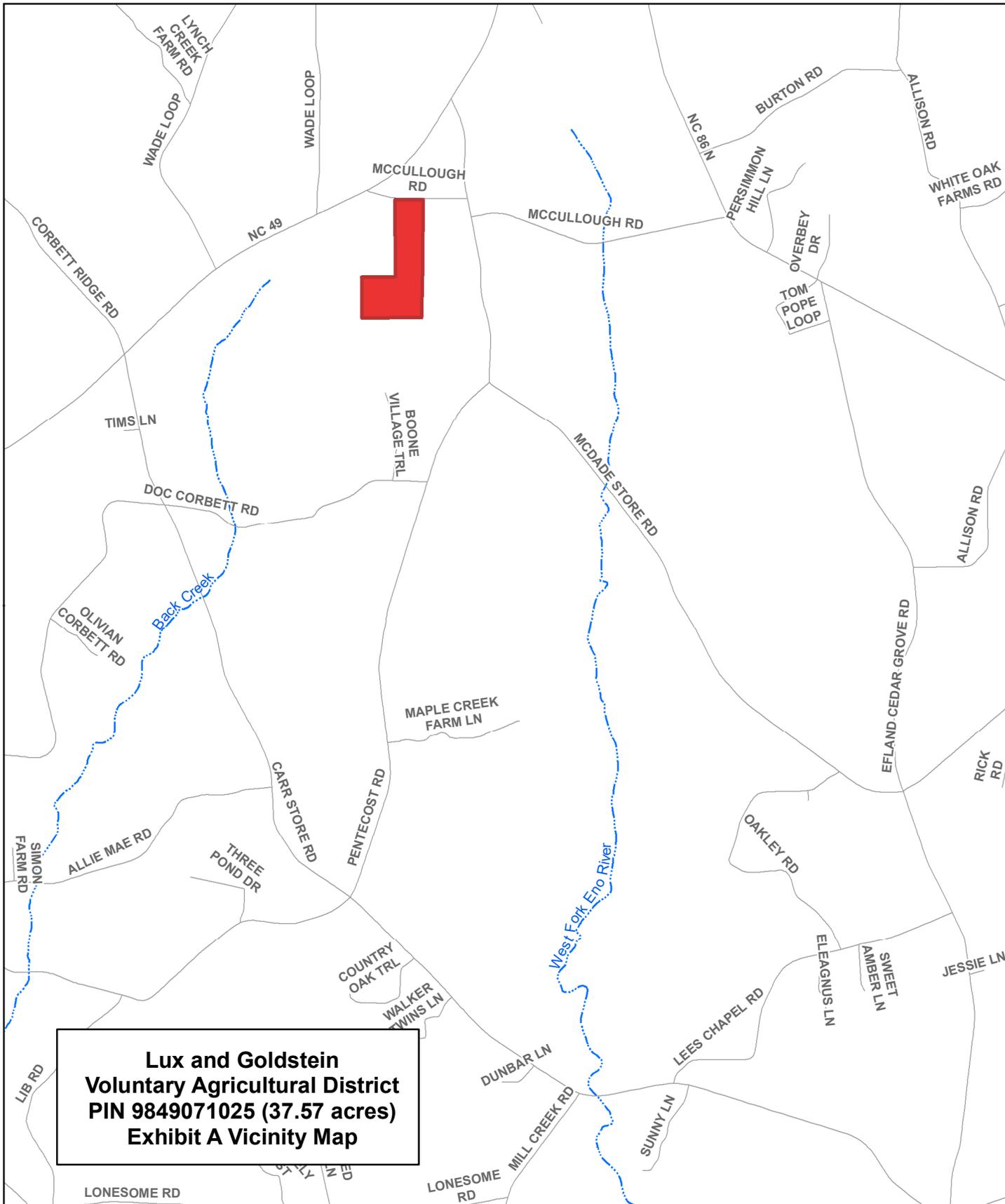
**□ PIN 9849071025 (37.57 acres)
2021 aerials**

1 inch = 422 feet



DEAPR
Land Records GIS Div.
Date: 11/4/2022





**Lux and Goldstein
 Voluntary Agricultural District
 PIN 9849071025 (37.57 acres)
 Exhibit A Vicinity Map**

 **PIN 9849071025 (37.57 acres)**

1 inch = 2,500 feet



DEAPR
 Land Records GIS Div.

Date: 11/4/2022



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 (1020 US 70 West)
Hillsborough, NC 27278 Phone: 919-245-2750

APPLICANT:

Name: John Charles Sharp Jr.
Address: 411 McDONNELL STORE RD
City: Hillsborough State: NC Zip Code: 27278
Phone Number (Day): 919-906-9785 (Evening): same
E-Mail: JCSHARPE@centurylink.net

PROPERTY INFORMATION:

Property Location/Address(s): 212 McDONNELL STORE RD Hillsborough, NC 27278
Agriculture District /Township: Cedar Grove

- Parcel Identification Number (PIN): 985 9431182 Acres 132.6
- Parcel Identification Number (PIN): _____ Acres _____

Total Number of Acres on all tracts of land: 132.6

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: *John Charles Shupe Jr* DATE *8-10-2022*
 Print name: *John Charles Shupe Jr.*

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: *John Charles Shupe Jr* Date: *8-10-2022*
 Signature: *James Shupe* Date: *8/10/22*
 X Signature: *John C. Shupe Sr* Date: *8/10/22*
 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 your farm? _____ years
2. How long have you lived on your farm? _____ years
3. How many acres on your farm are under cultivation? 45 acres (estimate)
4. What are the major crops you plant each year?
tobacco, rye
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? 83 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~~) 1020 US 70 West
 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.



9859431182

**John Charles Sharpe
 Voluntary Agricultural District
 PIN 9859431182 (132.6 acres)
 Aerial Map**

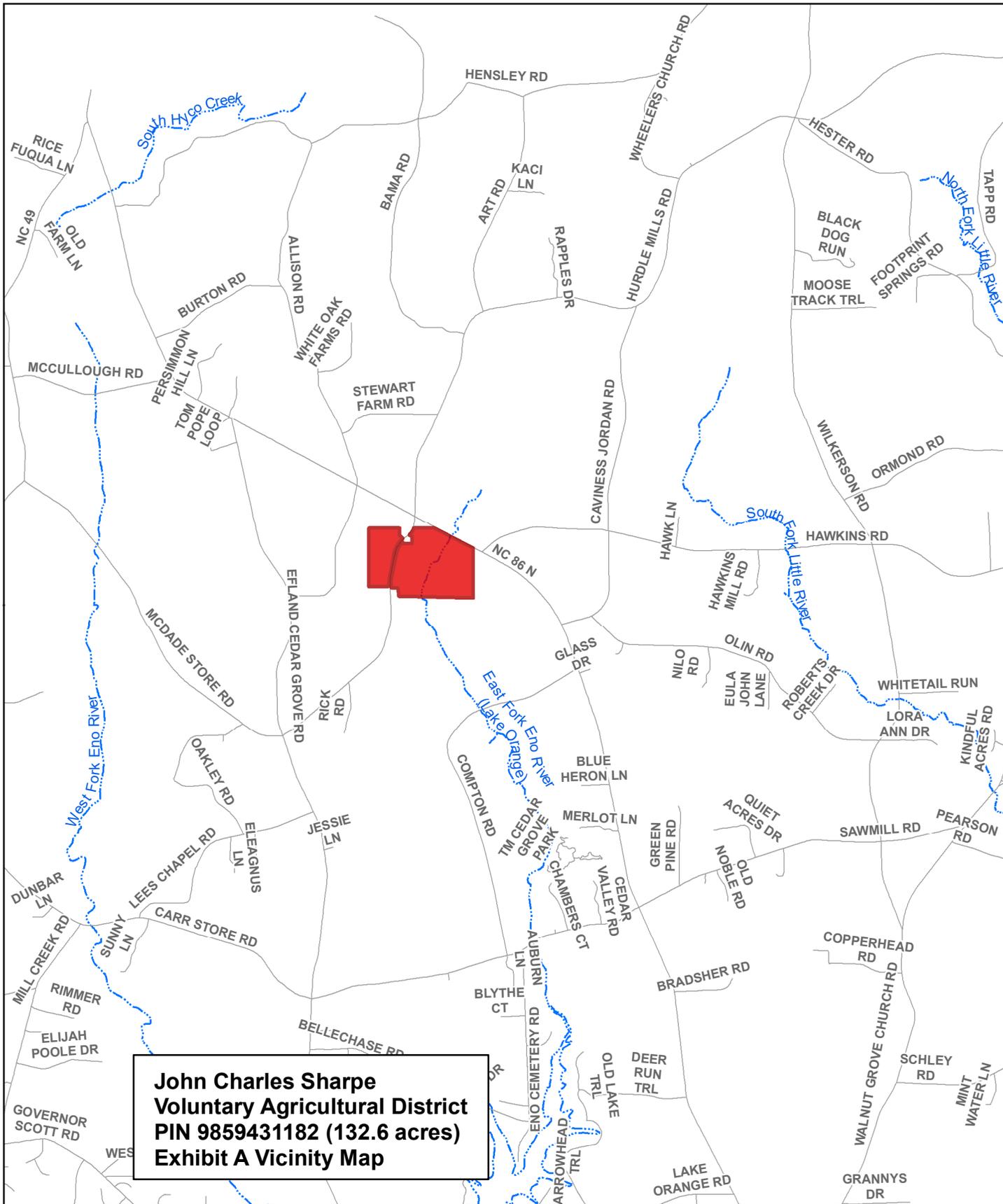
 **John Charles Sharpe (132.6 acres)**
2021 aerials

1 inch = 533 feet



DEAPR
 Land Records GIS Div.
 Date: 11/7/2022





**John Charles Sharpe
 Voluntary Agricultural District
 PIN 9859431182 (132.6 acres)
 Exhibit A Vicinity Map**



John Charles Sharpe (132.6 acres)

1 inch = 4,000 feet



DEAPR
 Land Records GIS Div.

Date: 11/11/2022



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 (1020 US 70 West)
Hillsborough, NC 27278 Phone: 919-245-2750

APPLICANT:

Name: Sheila Nunn Bishop / Chris Bishop
Address: 2916 Mt Sinai Rd
City: Chapel Hill State: NC Zip Code: 27514
Phone Number (Day): 919-619-0964 (Evening): 919-619-0397
E-Mail: mbishop5 @ bellsouth.net

PROPERTY INFORMATION:

Property Location/Address(s): North of Mt Sinai Rd between Cascade Dr & University Station
Agriculture District /Township: Chapel Hill

- Parcel Identification Number (PIN): 9881493072 Acres 5.57
- Parcel Identification Number (PIN): 9881388874 Acres 49.51 37.89 - updated JP
- Parcel Identification Number (PIN): 9881485626 Acres .99 Removed JP
- Parcel Identification Number (PIN): 9881485059 Acres 11.06
- Parcel Identification Number (PIN): _____ Acres _____
- Parcel Identification Number (PIN): _____ Acres _____

Total Number of Acres on all tracts of land: 67.13 54.52 - updated JP

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: Sheila N. Bishop / Chris Bishop DATE 9/9/22
✓ Print name: Sheila N. Bishop / Chris Bishop

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: Sheila N. Bishop Date: 9/9/22

Signature: Chris Bishop Date: 9/17/22

Signature: Michael L. Bishop Date: 9/17/22

✓ Signature: Chris Bishop Date: 9/18/22

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 your farm? _____ years *Family owned since 1914*
2. How long have you lived on your farm? 42 years
3. How many acres on your farm are under cultivation? 35 acres (estimate)
4. What are the major crops you plant each year?
hay / goats
6. How many acres on your farm are used for pasture? 29 acres (estimate)
7. How many acres on your farm are used for woodland/forestry? _____ 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: Shelley N Bishop / Chris King

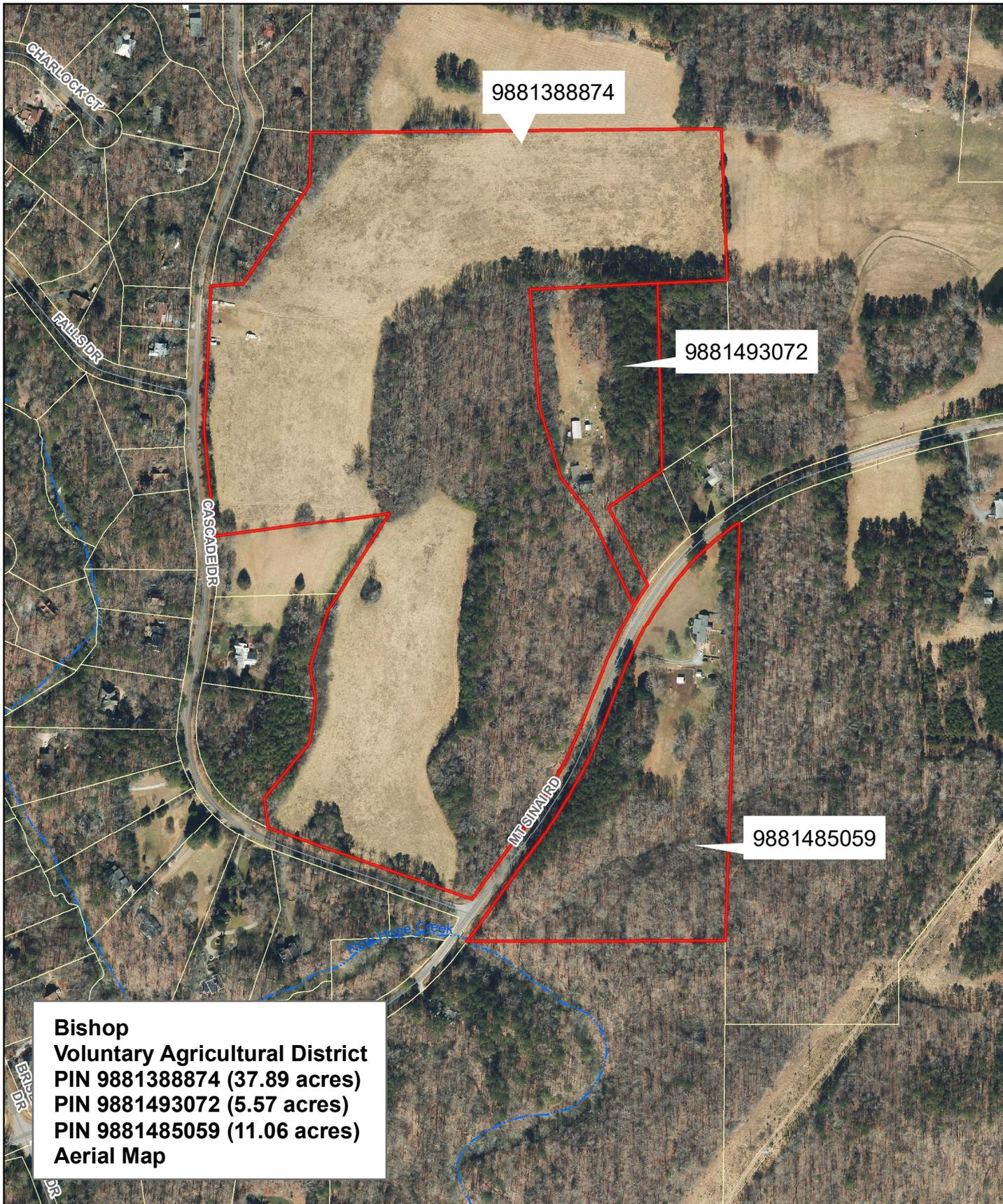
For questions or more information, please contact:

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<http://library.municode.com/index.aspx?clientId=14983> or staff can provide a copy for you.



**Bishop
 Voluntary Agricultural District
 PIN 9881388874 (37.89 acres)
 PIN 9881493072 (5.57 acres)
 PIN 9881485059 (11.06 acres)
 Aerial Map**

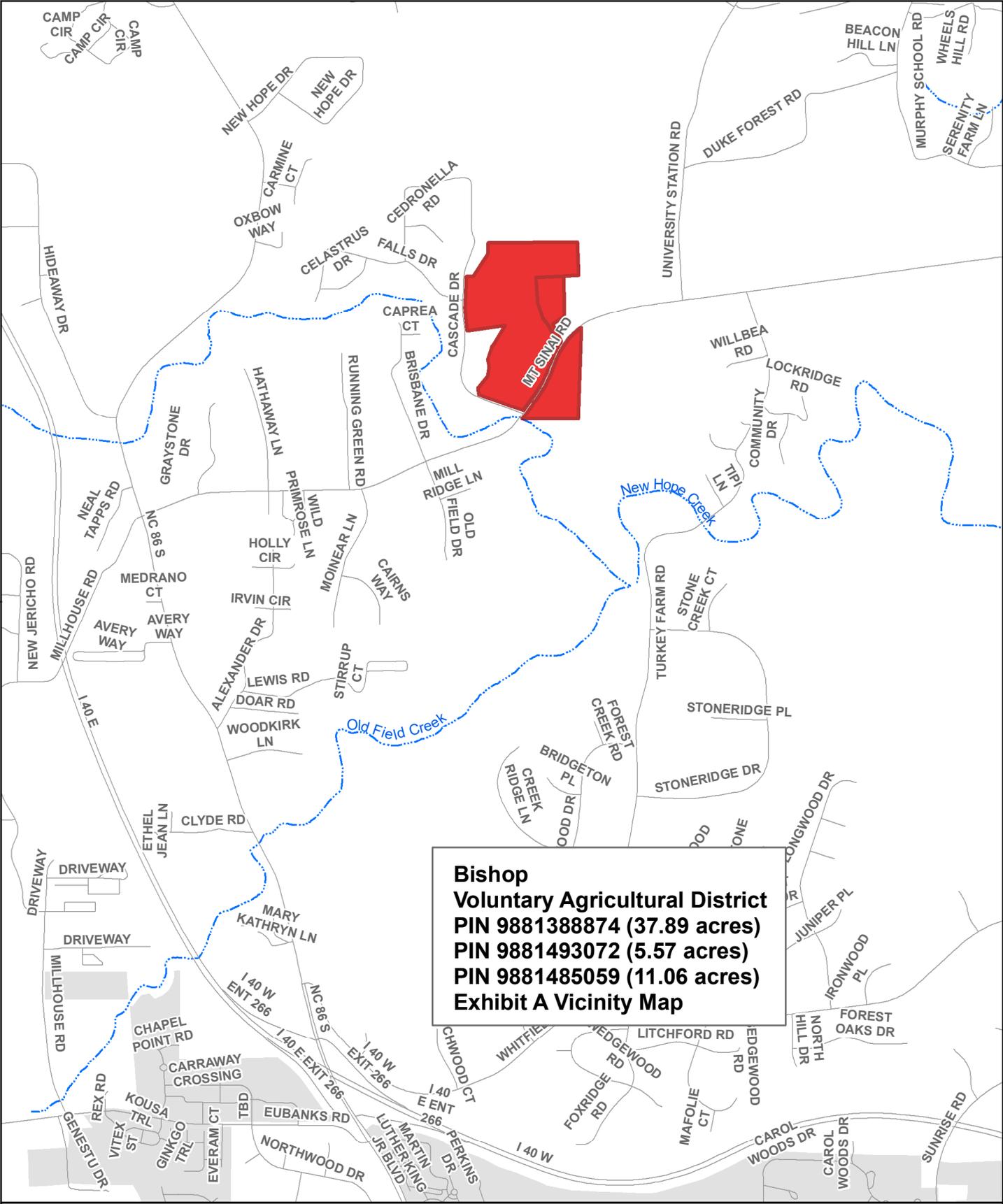
 **Bishop (54.52 acres)
 2021 aerials**

1 inch = 400 feet



DEAPR
 Land Records GIS Div.
 Date: 11/23/2022





**Bishop
 Voluntary Agricultural District
 PIN 988138874 (37.89 acres)
 PIN 9881493072 (5.57 acres)
 PIN 9881485059 (11.06 acres)
 Exhibit A Vicinity Map**



Bishop (54.52 acres)

1 inch = 1,834 feet



DEAPR
 Land Records GIS Div.
 Date: 11/23/2022



**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 13, 2022

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

SUBJECT: Proposed Eighteen-Month Extension of the State of North Carolina's "Building Reuse Grant" Incentive for Industrial Connections & Solutions/ABB Inc.

DEPARTMENT: Economic Development
Department, Attorney's Office

ATTACHMENT(S):

1. June 16, 2020 Agenda Abstract – Approval of Two Contracts Associated with the State of North Carolina's "Building Reuse Grant" Incentive to ABB, Inc.
 2. June 16, 2020 Signed Orange County Contract with ABB, Inc. and Affiliate Firm Industrial Connections & Solutions, LLC
 3. Proposed Contract Amendment Providing an Eighteen-Month Extension of the June 16, 2020 Signed Contract with ABB, Inc. and Affiliate Firm Industrial Connections & Solutions, LLC
 4. June 19, 2020 Signed NC Department of Commerce and Orange County Building Reuse Contract Agreement
 5. Proposed Contract Amendment Allowing an Eighteen-Month Extension of the Building Reuse Contract Agreement Between NC Department of Commerce and Orange County
-

INFORMATION CONTACT:

Steve Brantley, Economic Development
(919) 245-2326

PURPOSE: To approve contract amendments for an eighteen-month extension to June 30, 2024, commensurate with the date approved by North Carolina Department of Commerce, for the "Building Reuse Grant" "pass through" incentive approved by the BOCC on June 16, 2020 for Industrial Connections & Solutions/ABB Inc.

BACKGROUND: The North Carolina Department of Commerce awarded the State's "Rural Division Building Reuse Grant" to ABB, Inc. on July 10, 2019, at a maximum \$500,000 level. The program supports the renovation or expansion of vacant buildings, or other facilities occupied by

a company having operated for at least 12 months. The State requires this program to be administered by a local municipal government, and requires that the local government temporarily hold a Deed of Trust on the building. The State's funds are first passed through the local government (as the grant administrator) before the funds are provided to the company.

Through negotiations intended to remove Orange County's potential financial risk, an agreement was reached in late 2019 and into early 2020 between the County, ABB and the North Carolina Department of Commerce. That agreement outlines ABB's decision to delay its request for State funds until after all investment and new job creation criteria had been met. This strategy enables the State grant to convert to a forgivable loan, and Orange County will then receive and transfer the State funds to ABB, Inc. without any potential financial risk related to the company's new job hiring schedule.

The company has recently requested an eighteen-month extension to the existing termination date (December 31, 2022) in the Agreement due to the following reasons:

1. **COVID:** COVID caused the project to experience a slower hiring start for the 403 new manufacturing positions to be added. ABB has been able to make up ground and meet the job creation requirement for the other State and Local eighteen-month employment goals. However, the Building Reuse Grant has a minimum six-month job retention requirement that does not align with the other performance incentive agreement requirements.
2. **Workforce Availability & Turnover:** During COVID and even post-COVID, ABB has had difficulty finding qualified personnel to fill open positions for the project, and when the company does make new hires, the attrition rate has been higher than anticipated. While the pace of new job hiring has improved in recent months, the Building Reuse Grant's six-month job retention requirement continues to be an issue when employee turnover restarts the six-month timeframe to count total new hires.

The company fully intends to meet the jobs/investment commitments related to the project. Granting an extension would allow ABB additional time to complete its required hiring target of 403 jobs, after being delayed due to the issues referenced above. As an example, the company currently has 59 open job postings for the Mebane location on its website.

Due to the reasons outlined above, the company is requesting an extension of the County/ABB contract in order to complete the total hiring phase, and maximize the total value of the State's Building Reuse Grant. The County/NC Department of Commerce contract allows Orange County to consider granting an extension period as requested by ABB.

This extension request aligns with the company's prior request, approved by the BOCC in its December 7, 2020 meeting, allowing one additional year for the company to meet its employment and investment goals for the County's Performance Incentive Agreement. The State of North Carolina also already approved a one-year extension for the separate \$4.3 million "Jobs Development Investment Grant" (JDIG) State Incentive that was also awarded to ABB.

FINANCIAL IMPACT: There is no financial obligation or cost to the County by participating with ABB, Inc. and the North Carolina Department of Commerce in the State's "Rural Economic Development Grant Agreement Building Reuse Program."

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

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

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve and authorize the Chair to sign the eighteen-month contract amendments for both the:

- 1) Orange County and ABB, Inc. and its affiliate Industrial Connections and Solutions LLC Agreement (Attachment 3); and
- 2) NC Department of Commerce and Orange County Agreement (Attachment 5).

These contract amendments would authorize an extension for the “Rural Division Building Reuse Grant” (forgivable loan), establishing the new termination date of June 30, 2024 as approved by the North Carolina Department of Commerce.

COPY**ORANGE COUNTY
BOARD OF COMMISSIONERS****ACTION AGENDA ITEM ABSTRACT****Meeting Date: June 16, 2020****Action Agenda****Item No. 8-e**

SUBJECT: Approval of Two Contracts Associated with the State of North Carolina's "Building Reuse Grant" Incentive to ABB, Inc.

DEPARTMENT: Economic Development
Manager's Office
Attorney's Office

ATTACHMENT(S):

1. July 23, 2019 Agenda Abstract Related to ABB, Inc.
2. Orange County's Contract with the State of North Carolina for the "Rural Economic Development Grant Agreement Building Reuse Program" incentive for ABB, Inc.
3. Orange County Contract with ABB, Inc. and Affiliate Firm Industrial Connections & Solutions, LLC

INFORMATION CONTACT:

Steve Brantley, Director, Economic Development Department, (919) 245-2326
 Travis Myren, Deputy County Manager (919) 245-2308

PURPOSE: To approve and authorize the Chair to sign two contracts, on behalf of Orange County, related to the State of North Carolina's "Building Reuse Grant" incentive awarded on July 10, 2019 to ABB, Inc., a local manufacturing industry. This State incentive requires Orange County's participation as part of the "pass through" process for \$500,000 in North Carolina Department of Commerce funds to transfer from the State to the County, and then to ABB, Inc.

BACKGROUND: When the Board of Commissioners approved the County's performance-based incentive agreement ABB on July 23, 2019, it was not requested at that time that the Board allow the Chair to sign any additional documentation required as part of any State incentives. Once the County's required role to serve as a "grant administrator" in the State incentive to ABB became evident, the following two contracts became relevant:

- (1) North Carolina Department of Commerce's "Rural Economic Development Grant Agreement Building Reuse Program" contract with Orange County (Attachment 2)
- (2) Orange County's supplemental contract with ABB, Inc. and its affiliate firm Industrial Connection & Solutions, LLC (Attachment 3)

The State's "Rural Division Building Reuse Grant" was awarded to ABB, Inc. by the North Carolina Department of Commerce on July 10, 2019, at the maximum \$500,000 level. The program

supports the renovation or expansion of vacant buildings, or other facilities occupied by a company having operated for at least 12 months.

The State requires this program to be administered by a local municipal government, and requires that the local government temporarily hold a Deed of Trust on the building. As the private industry incurs actual construction costs associated with structural improvements made to the existing building, and creates new employment, it can request the State grant. The State's funds are first passed through the local government (being the grant administrator) before the funds reach the company. Under the program's guidelines, this structure poses a potential financial obligation on the local government (Orange County) in the event the private corporate entity (ABB, Inc.) does not perform as expected.

The Building Reuse Grant eventually converts to a forgivable loan once the Company meets all investment and job creation requirements, and the repayment obligation to the State ends.

Through negotiations intended to remove Orange County's potential financial risk, an agreement was reached in late 2019 and into early 2020 between the County, ABB and the North Carolina Department of Commerce. This agreement, as outlined in the two contracts (Attachments 2 & 3 requiring the BOCC Chair's signatures) outlines ABB's decision to delay its request for State funds until after all investment and new job creation criteria had been met. This strategy enables the State grant to convert to a forgivable loan, and Orange County will then receive and transfer the State funds to ABB, Inc. without any potential financial risk.

FINANCIAL IMPACT: There is no financial obligation or cost to the County by participating with ABB, Inc. and the North Carolina Department of Commerce in the State's "Rural Economic Development Grant Agreement Building Reuse Program"

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

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

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve the contract between Orange County, ABB, Inc. and its affiliate Industrial Connections & Solutions LLC, and the contract between Orange County and the North Carolina Department of Commerce, subject to final review by the County Attorney, and authorize the Chair to sign both contracts on behalf of the County. The two contracts allow the County to facilitate the State of North Carolina's pass through of \$500,000 "Rural Division Building Reuse Grant" (forgivable loan) funds to ABB, Inc. with no potential financial risk to the County.

Attachment 2

This Grant Agreement ("Grant Agreement" or "Agreement") by and between Orange County (the "County"), a political subdivision of the State of North Carolina, ABB Inc., a Delaware Corporation, and Industrial Connections & Solutions LLC, a Delaware limited liability company ("Company"), a US subsidiary of a multinational corporation situated and headquartered in Zurich, Switzerland, with North American headquarters in Cary, NC, is made and entered into this 16th day of June, 2020.

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority ("Rural Authority") to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized the North Carolina Department of Commerce ("Commerce") to administer such grants or loans; and

WHEREAS, without limitation, the Rural Authority awarded a \$500,000.00 Building Re-use Grant: (1) based on the application filed by the County and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that Company owns certain real property located at:

6801 Industrial Drive
Mebane, NC 27302

in Orange County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines; and for (4) the up-fit and expansion of the Property (altogether, the "Project," as summarized in Paragraph 1 to this Grant Agreement); and

WHEREAS the County has agreed to administer the Grant pursuant to the terms of this Grant Agreement and related grant documents.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Project/Agreements to be Executed.

(a). The Project will support the expansion of a building located at 6801 Industrial Drive in Mebane. The building was constructed in 1971. ABB, Inc. is a company that specializes in the electrification business offering a wide range of products, digital solutions and services, from substation to socket, enabling safe and sustainable electrification. This project received a JDIG award.

(b). The Company shall immediately notify County of any change in conditions or federal, state, or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement or the Project. Upon such notification County may take such action as it, in its sole discretion, deems appropriate up to and including termination of this Grant Agreement without fault or further obligation.

2. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on 10/17/2019 ("Effective Date") and shall terminate on 12/31/2022 unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the County.
3. Funding. The Rural Authority proposes to the County an amount not to exceed \$500,000.00 for expenditures directly relating to the Project. The County shall not make or approve of any expenditure or disbursement of Grant funds except pursuant to the terms of this Grant Agreement.
4. Method of Payment. County shall pay the Grant fund to Company within 30 days of receipt from the Rural Authority. Payment of Grant funds shall not occur until the Job Verification and Close Out Requirements outlined in Exhibit D of the Rural Economic Development Grant Agreement have been submitted and approved by the North Carolina Department of Commerce.
5. Obligation of Funds. The County shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.
6. Project Records.
 - (a). The Company shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the funds provided hereby separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
 - (b). The Company shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.
7. Monitoring, Reports and Auditing.
 - (a). The Company agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the County or State of North Carolina ("State"), including Commerce, may request, including after the Termination Date of this Grant Agreement. Additionally, the Company shall regularly monitor all performance related to Grant-supported activities, including activities performed by the Company and any agent, contractor or subcontractor, to ensure compliance herewith.
 - (b). The Company shall furnish the County detailed written progress reports as requested by County. Such reports should describe the progress made by the Company and any agent, contractor or subcontractor toward achieving the purpose(s) of the Project. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a requested report may result in the withholding of any forthcoming payment until County is in receipt of the delinquent report and the report meets with County's approval, in County's sole discretion.

(c). The Company acknowledges and agrees that, with regard to the Grant funds, it will be subject to and comply with audit and reporting requirements as required herein.

(d). Within thirty (30) days after the Termination Date, the Company shall submit a final report to County describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period.

(e). The Company grants the County and any of its authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement or the Project. County shall maintain confidentiality with regard to such books, papers, records, and other documents, except that Company acknowledges same may be released and provided to the State upon request by the State.

8. Termination; Availability of Funds.

(a). If the Company fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Grant Agreement, the Company agrees that County has the right to terminate this Grant Agreement. Upon such termination, County shall have no responsibility to make additional Grant payments. Upon such termination, the Company shall not expend any Grant funds (including Loan funds) without County's express written authorization and shall return all unspent Grant funds to County upon demand.

(b). The obligations of the County to pay any amounts under this Grant Agreement are contingent upon the availability of and disbursement by the State of the Grant funds for the Project. If funds for the Grant become unavailable, the Company agrees that County has the right to terminate this Grant Agreement by giving written notice specifying the Termination Date, which County shall determine in its sole discretion. Upon such termination, the County shall have no responsibility to make additional Grant payments. Further, upon such termination, the Company shall not expend any Grant funds without County's express written authorization and shall return all unspent Grant funds to County upon demand.

9. Indemnification.

(a). The Company hereby agrees to release, indemnify and hold harmless the County and its respective members, officers, directors, employees, agents, and attorneys (together, the "Indemnified Parties"), from any claims of third parties in connection with the performance of this Grant Agreement and for all losses arising from its implementation. Without limiting the foregoing, the Company hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing

thereof (whether arising out of acts, omissions, or negligence of the Company or of any third party ((including, without limitation, the owner of the Property if Company is not the owner)), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

(b). Company further agrees to indemnify and hold the Indemnified Parties harmless from any and all liability County may incur as a grant administrator, notwithstanding the County may contract the grant administration to a third party entity

(c). Should Company begin, engage in, or complete construction of the Project and Grant funds are not disbursed by the State Company agrees County is not at fault for such failure by the State to disburse funds and releases the Indemnified Parties from any and all liability, costs, and/or damages incurred by the Company related to the Project.

10. Company Representations and Warranties. The Company hereby represents and warrants that:

(a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Company action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Company is a party or by which it is bound.

(b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Company, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Company to discharge its obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Company shall be liable to County for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by County effective upon notice.

(c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Company or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Company shall provide County with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.

(d). The Company is solvent.

(e). The Company is duly authorized to do business under North Carolina law and is not delinquent on any federal, state, or local taxes, licenses, or fees.

11. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

(a). Company agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Company pursuant to this Grant Agreement. If the Company so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the County or Commerce, upon request and as directed, all unspent Grant funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default hereunder, and the County may terminate this Grant Agreement upon written notice.

(b). Other than as provided for in Paragraph 11(a) above, if the Company ceases to do business or becomes the subject of any bankruptcy, dissolution, or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Company to immediately notify County.

12. Additional Repayment Requirements and Remedies.

(a). The repayment requirements and remedies addressed in this Paragraph 12 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

(b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement in relation to the Project (including the performance thereof), the Company agrees that County has the sole discretion to require repayment from the Company of an amount of Grant funds to be determined in County's sole discretion but not to exceed the amount of Grant funds the Company has already received under this Grant Agreement and that the Company is obligated to make such payment.

13. No Waiver by the County. Failure of the County at any time to require performance of any term or provision of this Grant Agreement shall in no manner affect the rights of the County at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the County of any condition or the breach of any term, provision or representation contained in this Grant Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

14. Waiver of Objections to Timeliness of Legal Action. The Company knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the County to enforce its rights under this Grant Agreement. This waiver includes any objections the Company may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

15. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of a public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the gross negligence, willful misconduct, or violation of applicable law by the Company, (c) the Company uses reasonable efforts to repair, or to work around, such damage or destruction immediately, and (d) as a direct result of such damage or destruction the Company cannot satisfy the requirements and obligations of this Grant Agreement, then the Company will not be determined to be in default due to conditions directly caused by the force majeure.

16. Special Provisions and Conditions.

(a). Non-discrimination. The Company agrees not to discriminate against any person based on age (as defined in the Orange County Civil Rights Ordinance), 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, or disabled veteran status related to the activities of this Grant Agreement.

(b). Compliance with Laws. The Company shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement or the Project.

(d). Non-Assignability. The Company shall not assign or transfer any interest in the Grant Agreement without the prior written consent of County, which shall not be unreasonably withheld.

(e). Personnel. The Company represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of County. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

17. Notice. All notices required or permitted to be delivered pursuant to this Grant Agreement and all communications in respect thereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Company:
Attn: Alan Wells
ABB, Inc.
305 Gregson Avenue
Cary, NC 27511

If to the County:
Attn: Economic Development Director

Orange County
PO Box 8181
Hillsborough, NC 27278-8181

18. Entire Agreement. This Grant Agreement supplements but is separate from all prior agreements between or among the Company and the County with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Company and the County.

19. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

20. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.

21. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Acceptance. By executing below the Company agrees to be bound by the Grant conditions as stated.

[SIGNATURE PAGE FOLLOWS]

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

AGREEMENT REVIEWED AND ACCEPTED BY:

[Signature]
President

ABB Inc.

David Onuscheck
Sr. VP and GC

ABB Inc.

[Signature]
President

Industrial Connections & Solutions LLC.

David Onuscheck
Sr. VP and GC

Industrial Connections & Solutions, LLC.

Penny Rich
Penny Rich, Chair
Orange County Board of Commissioners

Bridget Smith
Attest:

Bridget Smith
Attest:

Bridget Smith
Attest:

Bridget Smith
Attest:

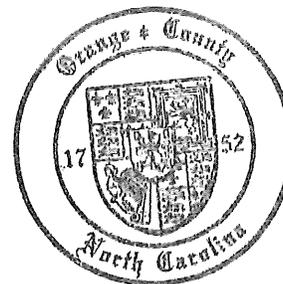
[Signature]
Attest: Donna Baker
Clerk to the Board
Orange County Commissioners

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
Chief Financial Officer

Approved as to form and legal sufficiency.

John Roberts
Office of the County Attorney



Attachment 3

NORTH CAROLINA

CONTRACT AMENDMENT

ORANGE COUNTY

THIS CONTRACT AMENDMENT (“Amendment”) is made and entered into this ___ day of _____, 20__ by and between **ORANGE COUNTY** (hereinafter referred to as “**County**”) and **ABB, Inc., a Delaware Corporation, and Industrial Connections & Solutions LLC**, a limited liability company (hereinafter referred to as “**Provider**”).

WITNESSETH:

THAT WHEREAS, the County and Provider entered into a contract dated June 16, 2020, (hereinafter the “Original Agreement”), for the provision of services for the State of North Carolina’s Building Reuse Grant Program; and

WHEREAS, the County and Provider desire to amend the Original Agreement while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. Pursuant to the Term of the Grant Agreement outlined in Section 2, the termination date is amended to reflect June 30, 2024, the date approved by North Carolina Department of Commerce.
2. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent it is not inconsistent with this Amendment. In the event there is a conflict between the terms of the Original Agreement and the terms of this Amendment, this Amendment shall control.

IN TESTIMONY WHEREOF, this Amendment has been executed by the parties hereto, as of the date first above written.

ORANGE COUNTY**PROVIDER**

Chair
Orange County Board of Commissioners

President
ABB, Inc.

Sr. VP and GC
ABB, Inc.

President
Industrial Connection & Solutions LLC.

Sr. VP and GC
Industrial Connection & Solutions LLC.



ROY COOPER
Governor

ANTHONY M. COPELAND
Secretary

KENNY FLOWERS
Assistant Secretary

May 4, 2020

The Honorable Penny Rich
Chair
Orange County
PO Box 8181
Hillsborough, NC 27278-8181

Re: Contract Agreement for Grant Number 2020-025-3201-2587; Your Signature and Reply is Requested
Project Title: "ABB, Inc/Project Clear Blue Sky" – Revision #3

Dear Chair Rich:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official - Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at rgpreports@nccommerce.com. If you have any questions or if I can be of any assistance, please contact me at (919) 814-4671 or nichole.gross@nccommerce.com.

Sincerely,

Nichole M. Gross
Grant Manager

Enclosure

Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM – Revision #3

2020-025-3201-2587

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with Orange County (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Industrial Connections & Solutions, LLC** (the “Owner”) owns certain real property located at:

6801 Industrial Drive
 Mebane, NC 27302

in Orange County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
- i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment ("LBC") in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
 - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
 - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs ("New Jobs") to complete the Project as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality ("Waiver"), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit's rights of access, review or monitoring and Commerce's rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.

- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **10/17/2019** ("Effective Date") and shall terminate on **12/31/2022** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.
4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$500,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper

expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary

contributions or other revenue sources for this Project.

- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating

to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination: Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable

attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
 - (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
 - (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
 - (d). The Governmental Unit is solvent.
 - (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan

funds.

- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the

Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. **Force Majeure.** If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. **Special Provisions and Conditions.**
- (a). **Non-discrimination.** The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
- (b). **Conflict of Interest.** The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
- (c). **Compliance with Laws.** The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
- (d). **Non-Assignability.** The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution

Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM – Revision #3

2020-025-3201-2587

without such approval.

- (e). **Personnel.** The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

19. **Notice.** All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
Program Manager
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **The Honorable Penny Rich**
Chair
Orange County
PO Box 8181
Hillsborough, NC 27278-8181

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. **Entire Agreement.** This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. **Execution.** This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. **Construction.** This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. **Severability.** Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM – Revision #3

2020-025-3201-2587

- 24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

Orange County

Signature:

Penny Rich

Printed Name:

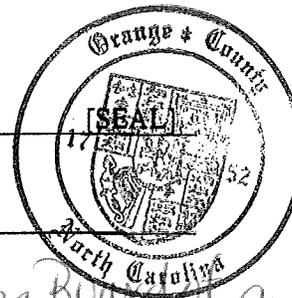
Penny Rich

Title:

Chair of Orange County Board of Commissioners

Date:

6-19-2020



North Carolina Department of Commerce

Signature:

Kenny Flowers

[SEAL]

Printed Name:

Kenny Flowers

Title:

Assistant Secretary for Rural Economic Development

Date:

5/4/2020

BUILDING REUSE PROGRAM - Existing Business Building
 Orange County
 ABB, Inc/Project Clear Blue Sky – Revision #3

2020-025-3201-2587

**EXHIBIT A
 SCOPE OF PROJECT**

Summary: The project will support the expansion of a building located at 6801 Industrial Drive in Mebane. The building was constructed in 1971. ABB, Inc. and Industrial Connections & Solutions, LLC are companies that specializes in the electrification business offering a wide-range of products, digital solutions and services, from substation to socket, enabling safe and sustainable electrification. This project received a JDIG award.

**EXHIBIT B
 PAYMENT SCHEDULE**

Eligible Expenditures:

Vacant Building Category: within the existing building footprint

Existing Business Building Category: within the existing building and/or additions

Rural Health Care Category: within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

Reimbursement Requirements:

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Evidence that the 5% local government match has been satisfied (first payment request),
3. Copies of eligible project invoices that support the request amount,
4. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
5. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

BUILDING REUSE PROGRAM - Existing Business Building
 Orange County
 ABB, Inc/Project Clear Blue Sky – Revision #3

2020-025-3201-2587

EXHIBIT C REPORTING SCHEDULE

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

EXHIBIT D JOB VERIFICATION AND CLOSE OUT REQUIREMENTS

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

Job Verification

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

Grantees should submit the following as evidence of job creation and maintenance:

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
 - NCUI 101 Forms should be submitted to Commerce.
 - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
 - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
 - The jobs created and the baseline must be maintained concurrently during the same six-month period.
 - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
 - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.nccommerce.com/rup>. Email completed forms and reports to rupreports@nccommerce.com.

Rural Economic Development Loan Agreement and
 Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM – Revision #3

EXHIBIT E
 2020-025-3201-2587

Orange County (the "Governmental Unit") enters into this Loan Agreement and Legally Binding Commitment (the "LBC," including the "Loan," defined below with **Industrial Connections & Solutions, LLC** (the "Owner" and, together with the Governmental Unit, the "Parties").

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the "Rural Authority") of the State of North Carolina ("State") has awarded a grant (the "Grant") to the Governmental Unit, and the North Carolina Department of Commerce ("Commerce"), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the "Grant Agreement") between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

6801 Industrial Drive
 Mebane, NC 27302

in Orange County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. **Third-Party Beneficiary.** The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

Rural Economic Development Loan Agreement and
 Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM – Revision #3

EXHIBIT E
 2020-025-3201-2587

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of \$500,000.00 (the "Loan"), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b). As conditions of receiving the Loan:
- i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A "New Job" shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the 1,222 full-time jobs in North Carolina ("Baseline Number") that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months 378 New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.
- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental

Rural Economic Development Loan Agreement and
 Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM – Revision #3

EXHIBIT E
 2020-025-3201-2587

Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.

4. Changes in the Project or Other Conditions.
 - (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
 - (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

5. Term of LBC. The effective period of this LBC shall commence **10/17/2019** ("Effective Date") and shall terminate **12/31/2022** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

6. Independent Status of the Governmental Unit.
 - (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the

Rural Economic Development Loan Agreement and
 Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM – Revision #3

EXHIBIT E

2020-025-3201-2587

Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.
7. Project Records.
- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.
8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

Rural Economic Development Loan Agreement and
Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM – Revision #3

EXHIBIT E
2020-025-3201-2587

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability

Rural Economic Development Loan Agreement and
 Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM – Revision #3

EXHIBIT E
 2020-025-3201-2587

or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. **Owner Representations and Warranties.** The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
 - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
 - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
 - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
 - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
 - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.
 - (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.

Rural Economic Development Loan Agreement and
 Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM – Revision #3

EXHIBIT E
2020-025-3201-2587

- (h). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
- (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
- (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
- d). Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

Rural Economic Development Loan Agreement and
 Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM – Revision #3

EXHIBIT E
 2020-025-3201-2587

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
- i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$1,322.75** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.
- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project

Rural Economic Development Loan Agreement and
 Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM – Revision #3

EXHIBIT E
 2020-025-3201-2587

(including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC:

14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
 - (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
 - (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
 - (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
 - (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

Rural Economic Development Loan Agreement and
Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM - Revision #3

EXHIBIT E
2020-025-3201-2587

to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

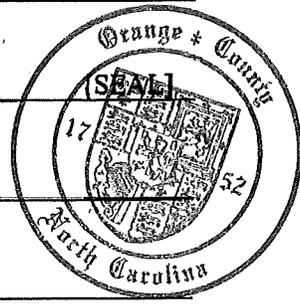
IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: Orange County, NC

Signature: *Penny Rich*

Printed Name: Penny Rich

Title: Chair, BOCC



Owner Name: Industrial Connections & Solutions LLC

Signature: *Maryrose Sylvester*

[SEAL]

Printed Name: Maryrose Sylvester

Title: President

Owner Name: Industrial Connections & Solutions LLC

Signature: *David Ouscheck*

[SEAL]

Printed Name: David Ouscheck

Title: Asst Secretary

Promissory Note, Private Owner
BUILDING REUSE PROGRAM – Revision #3

EXHIBIT F

2020-025-3201-2587

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number 2020-025-3201-2587 (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender **Orange County** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including \$500,000.00 Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

6801 Industrial Drive
 Mebane, NC 27302

in **Orange County**, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

Promissory Note, Private Owner
BUILDING REUSE PROGRAM – Revision #3

EXHIBIT F
2020-025-3201-2587

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

Promissory Note, Private Owner
BUILDING REUSE PROGRAM – Revision #3

EXHIBIT F
2020-025-3201-2587

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: May 12, 20 20

If by ^{Entity} individual: Industrial Connections & Solutions LLC

Signature: Mary T Sylvester [SEAL]

Printed Name: Maryrose Sylvester

Dated as of: May 12, 20 20

If by Entity: Industrial Connections & Solutions LLC

Signature: [Signature] [SEAL]

Printed Name: David Oruscheck

Limited Waiver of Confidentiality
Unemployment Tax and Wage Records
BUILDING REUSE PROGRAM – Revision #3

EXHIBIT G
2020-025-3201-2587

Name of Taxpayer: Industrial Connections & Solutions LLC
Address: 305 Gregson Drive
City: Carry State: NC Zip: 27511 Phone: _____
NC Unemployment Insurance Acct #: 07391204 Fed Tax ID #: 82-1301168

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to Orange County ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

Maryrose Sylvester

Signature Chief Financial Officer or Other Authorized Company Official

Maryrose Sylvester, President
Print Name Title

[Signature]

David Onuscheck Asst Secretary

Deed of Trust Documentation
BUILDING REUSE PROGRAM – Revision #3

EXHIBIT H

2020-025-3201-2587

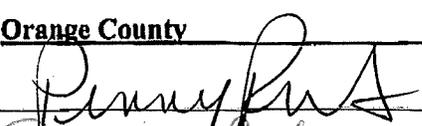
The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, Industrial Connections & Solutions, LLC, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

The Governmental Unit will secure the funds with a Deed of Trust listing Orange County as the beneficiary in the amount of \$500,000.00.

Orange County ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the \$500,000.00 in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	<u>Orange County</u>
By (Signature):	<u></u>
Printed Name:	<u>Penny Rich</u>
Title:	<u>Chair BOCC</u>
Date:	<u>6-19-2020</u>

ORD-2022-028

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 13, 2022

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

SUBJECT: Fiscal Year 2022-23 Budget Amendment #4

DEPARTMENT: Finance and Administrative Services

ATTACHMENT(S):

Attachment 1. Year-to-Date Budget
Summary

INFORMATION CONTACT:

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

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

BACKGROUND:

County Manager's Office

1. In order to better assist with the upcoming Strategic Plan, the Budget Division will be moved from the Finance and Administrative Services Department to the County Manager's Office. The division will comprise of four full time positions – a Budget Director and three Budget and Management Analysts. Three existing staff are transferred from the Finance and Administrative Services Department, and a vacant position is transferred from the Planning & Inspections Department. This amendment transfers \$260,122 from the Support Services Function and \$58,526 from the Community Services Function to the General Government Function. No additional funding is required.

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

Asset Management Services

2. In order to centralize meeting planning and coordination for the County and the community centers, a vacant position from the Transportation Services Department is being reclassified to the Asset Management Services Department as a Meeting Logistics Coordinator. This amendment transfers \$58,526 from the Community Services Function to the Support Services Function. Funding for the position will be covered with existing expenses and attrition savings, and will not increase General Fund appropriation.

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

Planning and Inspections Department

3. The Planning and Inspections Department is converting three time-limited full time equivalent (FTE) positions to permanent FTE positions. The Property Development Specialist, Property Development Technician and Erosion Control Officer are supported by inspection fee revenues, which are consistently able to support these positions due to the rate of development trends in the County, which are forecast to sustain as a new baseline level of activity. Conversion from time-limited to permanent will help with staff recruiting and retention. There is no additional cost to the County with the conversion.

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

Visitors Bureau

4. The Orange County Visitors Bureau has received \$148,658 in additional revenue from the Town of Chapel Hill for surpassing the FY2021-22 performance benchmarks. As per the County Agreement with the town, the Town of Chapel Hill agrees to award the Visitors Bureau 50% of revenues from hotel/motel occupancy receipts of collections exceeding \$1,000,000. The Bureau will use the funds to cover originally unbudgeted advertising campaigns, and to cover operational expenses to support rebuilding the tourism and conference industry and building on diversity programming. This budget amendment provides for the receipt of these additional funds for the purposes mentioned above.

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

Health Department

5. The Health Department received a payment of \$11,086 from Prepaid Health Plan (PHP) WellCare for reconciliation of Medicaid payments to the Health Department in FY2021-22. The amount was erroneously unclaimed by the Health Department and recorded as part of the General Fund Balance for FY2021-22. This amendment recognizes this payment and appropriates these funds from the General Fund Balance to the Medicaid Maximization account in the Capital Fund, outside of the General Fund, for the purpose of future renovations of facilities that support Medicaid eligible patients. This amends the following Medicaid Maximization Capital Project Ordinance:

Medicaid Maximization Capital Project (\$11,086) - Project # 30012

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Medicaid Maximization Funds	\$12,842,901	\$11,086	\$12,853,987
Total Project Funding	\$12,842,901	\$11,086	\$12,853,987

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Medicaid Maximization Project Expenditures	\$12,842,901	\$11,086	\$12,853,987
Total Costs	\$12,842,901	\$11,086	\$12,853,987

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.

Animal Services

6. Animal Services has received \$12,000 from Community Giving Fund donations for its Free-Roaming Cat Initiative. These funds will be used to provide activities to address the free-roaming cat issue within Orange County. This budget amendment provides for this appropriation in the General Fund.

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

Housing Department

7. **Continuum of Care – Rapid Rehousing:** In the 2021 Continuum of Care competition, the U.S. Department of Housing and Urban (HUD) awarded Orange County \$161,920 for the Rapid Re-housing program that provides financial assistance and case management for people exiting homelessness. These funds will support two existing time-limited Rapid Re-housing Case Managers. These funds will be appropriated in the Community Development Fund, and will create the following Grant Ordinance:

Continuum of Care - Rapid Rehousing (\$161,920) - Project # 47477

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
HUD Grant	\$0	\$161,920	\$161,920
Total Project Funding	\$0	\$161,920	\$161,920

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Grant Expenditures	\$0	\$161,920	\$161,920
Total Costs	\$0	\$161,920	\$161,920

8. **Continuum of Care – Coordinated Entry:** In the 2021 Continuum of Care competition, the U.S. Department of Housing and Urban (HUD) awarded Orange County \$174,350 for the Coordinated Entry program that connects people in housing crisis to housing resources

like shelter and permanent housing programs. These funds will support two existing time-limited Coordinated Entry Specialists who work on the Housing Helpline. These funds will be appropriated in the Community Development Fund, and will amend the following Grant Ordinance:

Continuum of Care - Coordinated Entry (\$174,350) - Project # 47475

Revenues for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
HUD Grant	\$260,000	\$174,350	\$434,350
Total Project Funding	\$260,000	\$174,350	\$434,350

Appropriated for this project:

	Current FY 2022-23	FY 2022-23 Amendment	FY 2022-23 Revised
Grant Expenditures	\$260,000	\$174,350	\$434,350
Total Costs	\$260,000	\$174,350	\$434,350

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

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**
The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.
- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

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

FINANCIAL IMPACT: Financial impacts are included in the background information above. This budget amendment provides for the receipt of these additional funds in FY 2022-23 and increases the General Fund by \$23,086, the Visitors Bureau Fund by \$148,658, the Community Development Fund by \$336,270, and the County Capital Fund by \$11,086.

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

Year-To-Date Budget Summary

Fiscal Year 2022-23

Fund Budget Summary	General Fund	Community Development Fund	Visitors Bureau Fund	County Capital
Original Budget Revenue	\$255,500,691	\$1,020,422	\$1,912,877	\$10,612,009
Interfund Transfer Revenue	\$76,740	\$348,430		
Fund Balance Appropriation	\$2,608,888		\$288,814	
Total Original Budget	\$258,186,319	\$1,368,852	\$2,201,691	\$10,612,009
Additional Revenue Received Through Budget Amendment #4 (December 13, 2022)				
Grant Funds	\$1,954,181	\$533,045	\$17,761	\$336,177
Non Grant Funds	\$231,175	\$8,388	\$148,658	\$166,098
Additional Interfund Transfer Revenue		\$6,181		\$115,480
Additional Fund Balance Appropriation	\$126,566			
Total Amended Budget	\$260,498,241	\$1,916,466	\$2,368,110	\$11,229,764
Dollar Change in 2022-23 Approved Budget	\$2,311,922	\$547,614	\$166,419	\$617,755
% Change in 2022-23 Approved Budget	0.90%	53.67%	8.70%	5.82%

Authorized Full Time Equivalent Positions

Original Approved Full Time Equivalent Positions (includes Permanent and Time Limited)	983.505	10.000	7.000	0.000
Changes to Full Time Equivalent Positions	3.700			
Amended Approved General Fund Full Time Equivalent Positions	987.205	10.000	7.000	0.000
Total Approved Full-Time-Equivalent Positions for Fiscal Year 2022-23	987.205	10.000	7.000	0.000

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 13, 2022

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

SUBJECT: North Carolina Local Government Commission Contract Amendment

DEPARTMENT: Finance and Administrative Services

ATTACHMENT(S):

1. Local Government Commission
Contract Amendment

INFORMATION CONTACT:

Gary Donaldson, (919) 245-2453

PURPOSE: To amend the contract with the North Carolina Local Government Commission (LGC) to modify the audit fee to include two (2) additional major programs not covered by the engagement letter. The original fee included six (6) major programs and the composition of the County's Schedule of Federal and State Awards (SEFSA) required that eight (8) programs be audited.

BACKGROUND: The North Carolina Local Government Commission (LGC) requires that all local governments must receive approval for contracts and amendments. This amendment is being submitted to reflect the two additional programs being audited and the commensurate increase in the audit fee.

FINANCIAL IMPACT: The contract amount is amended from \$96,000 to \$111,000 to reflect two additional grant award audit requirements.

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

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

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve and authorize the Chair to sign the LGC contract amendment.

Whereas	Primary Government Unit
and	Discretely Presented Component Unit (DPCU) (if applicable)
and	Auditor

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for Fiscal Year Ending and originally to be submitted to the LGC on Date

hereby agree that it is now necessary that the contract be modified as follows.

Modification to date submitted to LGC	Original date	Modified date
	Original fee	Modified fee
Modification to fee		

Primary Other
(choose 1)(choose 0-2)

Reason(s) for Contract Amendment

- Change in scope
- Issue with unit staff/turnover
- Issue with auditor staff/workload
- Third-party financial statements not prepared by agreed-upon date
- Unit did not have bank reconciliations complete for the audit period
- Unit did not have reconciliations between subsidiary ledgers and general ledger complete
- Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
- Unit did not have information required for audit complete by the agreed-upon time
- Delay in component unit reports
- Software - implementation issue
- Software - system failure
- Software - ransomware/cyberattack
- Natural or other disaster
- Other (please explain)

Plan to Prevent Future Late Submissions

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

Additional Information

Please provide any additional explanation or details regarding the contract modification.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Authorized Firm Representative* (typed or printed)	Signature* <i>Timothy M. Lyons</i>
Date*	Email Address

GOVERNMENTAL UNIT

Governmental Unit*	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed)	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer*	Signature*
Date of Pre-Audit Certificate*	Email Address*

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU	
Date DPCU Governing Board Approved Amended Audit Contract <small>(If required by governing board policy)</small>	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 13, 2022

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

SUBJECT: Orange County Transportation Services (OCTS) Title VI Plan

DEPARTMENT: Orange County Transportation Services

ATTACHMENT(S):

1. Title VI Plan
2. Public Notice

INFORMATION CONTACT:

Nishith Trivedi, Transportation Services
Director, 919-245-2007

PURPOSE: To approve the Orange County Transportation Services (OCTS) Title VI Plan.

BACKGROUND: Orange County Transportation Services is a recipient of Federal Transit Administration (FTA) funds from the North Carolina Department of Transportation (NCDOT). Orange County Transportation Services establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined within the FTA Certifications & Assurances, "Nondiscrimination Assurance." This document details the nondiscrimination program, policies, and practices administered by Orange County Transportation Services, and will be updated periodically to incorporate changes and additional responsibilities as they are made. This Plan will be submitted to NCDOT or FTA, upon request.

Public Process and Schedule

OCTS staff conducted the following public process for OCTS Title VI Plan (Attachment 1).

- October 2022 – Orange Unified Transportation Board (OUTBoard) reviewed the Draft Plan and provided comments
- November 2022 – Public meeting and 30-day public comment period on the Draft Title VI Plan
- November 2022 – OUTBoard unanimously recommended BOCC approval of the Title VI Plan
- December 2022 – BOCC takes action on the Plan

Public Involvement

To facilitate a public process, OCTS staff advertised a November public meeting and a 30-day public comment period (Attachment 2). The public meeting was a drop-in session with staff answering the public's questions and concerns. No comments were received.

Next Steps

NCDOT approved the Title VI Plan following the OUTBoard's recommendation. The Plan will be published and implemented accordingly, upon BOCC approval.

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

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

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

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

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

RECOMMENDATIONS: The Manager recommends the BOCC approve and authorize the Chair to sign the Orange County Transportation Services Title VI Plan.

Orange County Transportation Services Title VI



2022

Orange County Transportation Services

Orange County, NC

8/2/2022

TITLE VI PLAN REVIEW AND ADOPTION

On behalf of the Orange County Board of County Commissioners, I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the Board, have reviewed and hereby *adopt* this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, to the end the no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Orange County Transportation Services (OCTS) services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as protected by Title VI of the Civil Rights Act of 1964 and the nondiscrimination.

Authorizing Official

Date

Table of Contents

- TITLE VI NONDISCRIMINATION AGREEMENT 1**
- I. INTRODUCTION.....2**
- II. DESCRIPTION OF PROGRAMS AND SERVICES 2**
 - A. Program(s) and Services Administered 2**
 - B. Funding Sources / Tables 3**
 - C. Decision-Making Process..... 5**
 - D. Title VI Coordinator 5**
 - E. Leadership Change 6**
 - F. Organizational Chart 6**
 - G. Sub recipients 6**
- III. TITLE VI NONDISCRIMINATION POLICY STATEMENT 7**
 - A. Title VI and Related Authorities..... 7**
- IV. NOTICE OF NONDISCRIMINATION 9**
- V. NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES 10**
 - A. Title VI Nondiscrimination Policy..... 10**
- VI. CONTRACT ADMINISTRATION 11**
 - A. Contract Language 11**
 - B. Nondiscrimination Notice To Prospective Bidders 13**
- VII. EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES 14**
 - A. Filing of Complaints..... 14**
 - B. Complaint Processing 15**
 - C. Complaint Log..... 16**
 - D. OCTS - Discrimination Complaint Form 17**
 - E. Discrimination Complaints Log 19**
 - F. Investigative Guidance 20**
 - G. Investigative Report..... 21**
- VIII. SOCIECONOMIC DATA, EQUITY, AND ENVIRONMENTAL JUSTICE 22**
- IX. PUBLIC INVOLVEMENT PLAN 33**
 - A. Introduction..... 33**
 - B. Public Notification 33**
 - C. Dissemination of Information..... 33**
 - D. Meetings and Outreach 34**
 - E. Limited English Proficiency 35**

Table of Figures

Figure 1: EJ Black Communities of Concern.....	25
Figure 2: EJ Minority Communities of Concern	26
Figure 3: EJ Hispanic/Latino Communities of Concern	27
Figure 4: EJ Poverty Communities of Concern.....	28
Figure 5: EJ Elderly Communities of Concern	29
Figure 6: EJ Zero Car Communities of Concern.....	30
Figure 7: EJ LEP Communities of Concern.....	31
Figure 8: EJ Communities of Concern	32

Tables

Table 1: Gender, Hispanic, and Latino	22
Table 2: Race	22
Table 3: Age.....	22
Table 4: Income and Poverty Status	22
Table 5: Employment and Labor Force	22
Table 6: Housing Units	22
Table 7: Travel Mode	23
Table 8: Language	23
Table 9: EJ Thresholds.....	24

TITLE VI NONDISCRIMINATION AGREEMENT

BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND
OCTS

In accordance with DOT Order 1050.2A, OCTS assures the North Carolina Department of Transportation (NCDOT) that no person shall, on the ground of **race, color, national origin, sex, creed, age, or disability**, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by OCTS .

Further, OCTS hereby agrees to:

1. Designate a Title VI Coordinator that has a responsible position within the organization and easy access to the Transportation Services Director of the organization.
2. Issue a policy statement, signed by the Transportation Services Director of the organization, which expresses a commitment to the nondiscrimination provisions of Title VI and related applicable statutes. The signed policy statement shall be posted and circulated throughout the organization and to the general public and published where appropriate in languages other than English. The policy statement will be re-signed when there is a change of Transportation Services Director.
3. Insert the clauses of the contract language from Section 6.1 in every contract awarded by the organization. Ensure that every contract awarded by the organization's contractors or consultants also includes the contract language.
4. Process all and, when required, investigate complaints of discrimination consistent with the procedures contained within this Plan. Log all complaints for the administrative record.
5. Collect statistical data (race, color, national origin, sex, age, disability) on participants in, and beneficiaries of, programs and activities carried out by the organization.
6. Participate in training offered on Title VI and other nondiscrimination requirements. Conduct or request training for employees or the organization's subrecipients.
7. Take affirmative action, if reviewed or investigated by NCDOT, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless reasonable provisions are granted by NCDOT.
8. Document all Title VI nondiscrimination-related activities as evidence of compliance. Submit information and reports to NCDOT on a schedule outlined by NCDOT.

THIS AGREEMENT is given in consideration of, and for the purpose of obtaining, any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding.

Authorized Signature

Nishith Trivedi
Transportation Director

Date

I. INTRODUCTION

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d provides that: “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations, which provide additional protections based on age, sex, creed (religion), and disability, including the 1987 Civil Rights Restoration Act, which extended nondiscrimination coverage to all programs and activities of federal-aid recipients, subrecipients, and contractors, including those that are not federally-funded ([SEE APPENDIX A – NONDISCRIMINATION AUTHORITIES](#)).

OCTS is a recipient of Federal Transit Administration (FTA) funds from the North Carolina Department of Transportation (NCDOT). OCTS establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined within the FTA Certifications & Assurances, “Nondiscrimination Assurance.” This document details the nondiscrimination program, policies, and practices administered by OCTS, and will be updated periodically to incorporate changes and additional responsibilities as they are made. This Plan will be submitted to NCDOT or FTA, upon request.

II. DESCRIPTION OF PROGRAMS AND SERVICES

A. Program(s) and Services Administered

OCTS provides public transportation options to its customers within county limits of Orange County, North Carolina. OCTS provides both demand response service and fixed route service. Our demand response service includes transportation provided by Rural Operating Assistance Program (ROAP), Non-Emergency Medical Transportation (Medicaid), and Americans with Disabilities Act. Our fixed route service is comprised of four buses. The Hillsborough Circulator which circulates the town of Hillsborough from 8am – 5pm Monday through Friday which is fare free. Then there is the Orange- Chapel Hill Connector which has two buses one that starts in Cedar Grove, NC and the other that starts in Chapel Hill, NC, fare for this route is two dollars one-way or four dollars round trip. The Orange –Chapel Hill Connector is in service from 9:45am -3:50pm Monday through Friday. Lastly there is the Orange – Alamance Connector this routes services the Town of Hillsborough and City of Mebane from 10:00am – 3:00pm Monday through Friday, fare for this route is two dollars one way or four dollars round trip. Following the Orange County Holiday Schedule, OCTS’s Administrative Office and Fixed Route Services are closed the following days in 2020:

New Year’s Day: January 1, 2020

Good Friday: April 10, 2020

Independence Day: July 3, 2020

Thanksgiving: November 26-27, 2020 Christmas

Martin Luther King. Jr’s Birthday: January 20, 2020

Memorial Day: May 25, 2020

Labor Day: September 7, 2020

December 24, 25, 28, 2020

OCTS Staff is comprised of:

- Transit Director (1)
- Business Officer (1)
- Transportation Administrator (1)
- Transit Operations Manager (1)
- Transportation Operations Supervisor (1)
- Transit Dispatch (2)
- Office Assistant (1)
- Full Time Public Transportation Drivers (10)
- Part Time Public Transportation Drivers (2)

Service/Route	Service Days	Service Times	ADA Service Type	Fare
Orange-Alamance Connector	Monday-Friday	10:00 am – 3:00 pm	Combination of separate dial-a-ride service and fixed-route deviation	\$2 general public and ADA
Orange-Chapel Hill Connector (Hill-to-Hill)	Monday-Friday	9:30 am – 4:00 pm	Combination of separate dial-a-ride service and fixed-route deviation	\$2 general public and ADA
Hillsborough Circulator	Monday-Friday	8:00 am – 5:00 pm	Combination of separate dial-a-ride service and fixed-route deviation	No fare for general public or ADA passengers
Elderly/Disabled Transportation Assistance Program	Monday-Friday	8:00 am – 5:00 pm	Combination of separate dial-a-ride service and fixed-route deviation	\$3 one-way
Rural General Public	Monday-Friday	8:00 am – 5:00 pm	Combination of separate dial-a-ride service and fixed-route deviation	\$12.74 one-way

B. Funding Sources / Tables

For the purpose of federally assisted programs, "federal assistance" shall include:

1. Grants and loans of Federal funds, including grant or donation of Federal property and interest in property and detail of Federal personnel.
2. Sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
3. Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision

of assistance.

Each FTA Formula Grant received by our system during the past year, and whether the funds were received through NCDOT or directly from FTA, is checked below.

Grant Title	NCDOT	FTA	Details (i.e., purpose, frequency, and duration of receipt)
5307 (Urbanized Area Formula)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Annual formula based allocation from DCHC and BG MPO urbanized areas. Reimbursement based with strict local match requirements.
5309 (b)(2) (Fixed Guideway Modernization)	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable
5310 (Transportation for Elderly Persons and Persons with Disabilities)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Received from Department of Aging for senior transportation.
5311 (Formula Grants for Other than Urbanized Areas)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Annual formula based allocation from DCHC through the Unified Planning Work Program for rural Orange County. Reimbursement based with strict local match requirements. Includes Rural Transit Assistance Program (RTAP)
5311 (b)(3) (Rural Transit Assistance)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Annual formula based allocation from DCHC through the Unified Planning Work Program for rural Orange County. Reimbursement based with strict local match requirements.
5316 (Job Access and Reverse Commute)	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable
5317 (New Freedom)	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable
5303, 5304 and/or 5305 (Metropolitan & Statewide Planning)	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable
5339 (Bus and Bus Facilities Formula)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Annual formula based allocation from NCDOT for Capital transit projects. Reimbursement based with strict local match requirements.
Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Congestion Management and Air Quality (CMAQ), reimbursement and local-match based with set allocation from DCHC MPO and TARPO. Rural Operating Assistance Program (ROAP), Elderly and Disabled Transportation Assistance Program (EDTAP), Rural General

			Public (RGP) and Employment and Transportation Assistance Program (ETAP)
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C. Decision-Making Process

Board or Committee Name	Appointed	Elected	# of Members
Transit Advisory Board	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7
Orange Unified Transportation Board	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7
Board of County Commissioners	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7

D. Title VI Coordinator

The individual below has been designated as the Title VI Coordinator for OCTS, and is empowered with enough authority and responsibility to implement the Title VI Nondiscrimination Program: Key responsibilities of the coordinator include:

- Maintaining knowledge of Title VI and related requirements.
- Attending civil rights training when offered by NCDOT or any other regulatory agency.
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan.
- Training internal staff and officials on their Title VI nondiscrimination obligations.
- Disseminating Title VI information internally and to the general public, including in languages other than English.
- Presenting Title VI-related information to decision-making bodies for input and approval.
- Ensuring Title VI-related posters are prominently and publicly displayed.
- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income, and other underserved groups are included and not discriminated against.
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented.
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints.
- Coordinating with, and providing information to, NCDOT and other regulatory agencies during compliance reviews or complaint investigations.
- Promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements.

Title VI Coordinator is:

Jamael Wiley – Transit Operations Manager
 600 NC-86
 Hillsborough, NC 27278

Email: Jwiley@orangecountync.gov
 Phone: 919-245-2004

E. Leadership Change

If Title VI Coordinator or Transportation Services Director changes, this document and all other documents that name the coordinator, will immediately be updated, and an updated policy statement (and nondiscrimination agreement, if standalone) will be signed by the new Transportation Services Director.

F. Organizational Chart

Organization Name or Abbreviation currently employs twenty (20) staff which consist of the following job categories. An organizational chart showing the Title VI Coordinator's place within the organization is in [APPENDIX B](#).

G. Sub recipients

OCTS does not have pass through funds to any other organizations and, therefore, does not have any sub recipients.

III. TITLE VI NONDISCRIMINATION POLICY STATEMENT

It is the policy of The Organization Name (Abbreviation), as a federal-aid recipient, to ensure that no person shall, on the ground of race, color, national origin, sex, creed (religion), age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

Signature
Title VI Coordinator

A. Title VI and Related Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The 1987 Civil Rights Restoration Act (P.L. 100-259) clarified and restored the original intent of Title VI by expanding the definition of “programs and activities” to include all programs and activities of federal-aid recipients, sub recipients, and contractors, whether such programs and activities are federally assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, “Nondiscrimination in Federally-assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act”; 49 U.S.C. 5332, “Nondiscrimination (Public Transportation)”; FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a, “Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”; FTA C 4703.1 - Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient's Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d.

Implementation

- This statement will be signed by the Transportation Services Director of OCTS and re-signed whenever a new person assumes that position.
- The signed statement will be posted on office bulletin boards, near the receptionist's desk, in meeting rooms, at transit stops, inside vehicles, and disseminated within brochures and other written materials.
- The *core* of the statement (signature excluded) will circulate *internally* within annual acknowledgement forms and will be posted or provided in languages other than English, when appropriate.

IV. NOTICE OF NONDISCRIMINATION

- OCTS operates its programs and services without regard to race, color, national origin, sex, creed (religion), age, and disability in accordance with Title VI of the Civil Rights Act and related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice may file a complaint with OCTS.
 - For more information on OCTS's civil rights program, and the procedures to file a complaint, contact 919-245-2008, (TTY 919-644-3045)
 - Email octransportationservices@orangecountync.gov, (TTY 919-644-3045); or
 - Visit our administrative office at 600 NC Highway 86 N Hillsborough, NC 278278. For more information, visit orangecountync.gov.
- If information is needed in another language, contact 919-245-2498.
- A complainant may file a complaint directly with the North Carolina Department of Transportation by filing with the Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511, Attention: Title VI Nondiscrimination Program; phone: 919-508-1808 or 800-522-0453, or TDD/TTY: 800-735-2962.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Implementation

- The notice will be posted in its entirety on our website and in any documents and reports we distribute.
- The notice will be posted in our offices and inside/on our vehicles.
- Ads in newspapers and other publications shall include the following: "OCTS operates without regard to race, color, national origin, sex, creed (religion), age or disability. For more information on OCTS Title VI program or how to file a discrimination complaint, please contact 919-245-2008; octransportationservices@orangecountync.gov."
- The statement will be posted or provided in languages other than English, when appropriate.

V. NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES

We are committed to nondiscriminatory administration of our programs and services, organization wide. OCTS will remind employees of Title VI nondiscrimination obligations through staff training and use of the Title VI Nondiscrimination Policy below. The Title VI Coordinator will periodically assess program operations to ensure this policy is being followed.

A. **Title VI Nondiscrimination Policy** (Title VI and related nondiscrimination authorities)

No person shall, on the grounds of race, color, national origin, sex, age, creed, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient. All employees and representatives of OCTS are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Nishith Trivedi, Transportation Director. In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of OCTS Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of OCTS programs, policies, services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

Signature

Date

Implementation

- Periodically, but not more than once a year, employees and representatives will receive, review and certify commitment to the Title VI Program.
- New employees shall be informed of Title VI provisions and expectations to perform their duties, accordingly, asked to review the Title VI Program, and required to sign the acknowledgement form.
- Periodic review of operational practices and guidelines by the Title VI Coordinator to verify compliance with the Title VI Program. Maintain documents of each review on file.
- Signed acknowledgement forms and records of internal assessments will remain on file for at least three years.

VI. CONTRACT ADMINISTRATION

OCTS ensures all contractors will fulfill their contracts in a nondiscriminatory manner. While contractors are not required to prepare a Title VI Program, they must comply with the nondiscrimination requirements of the organization to which they are contracted. OCTS and its contractors will not discriminate in the selection and retention of contractors (at any level) or discriminate in employment practices in connection with any of our projects.

A. Contract Language

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor will provide all information and reports required by the Acts,

the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the

Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

II. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (a) Withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) Cancelling, terminating, or suspending a contract, in whole or in part.

*The Contractor has read and is familiar with the terms above:

Contractor's Initials

B. Nondiscrimination Notice To Prospective Bidders

The OCTS, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, creed, limited English proficiency, low-income, or disability in consideration for an award.

Implementation

- The nondiscrimination language above will be included in all solicitations for bids for work or material and proposals for negotiated agreements to assure interested firms that we provide equal opportunity and do not discriminate.
- Outreach efforts will be made to minority and women-owned firms that work in requested fields and documented.
- Unless specifically required under Disadvantaged Business Enterprise (DBE) or Affirmative Action programs, all contractors will be selected without regard to their race, color, national origin, or sex.
- The nondiscrimination language above (**with** initials line) will be appended to any *existing* contracts, purchase orders, and agreements that do not include it, and initialed by the responsible official of the other organization.
- The nondiscrimination language above (**without** initials line) will be incorporated as standard language before the signature page of our standard contracts, purchase orders, and agreements.
- The Title VI Coordinator will review *existing* contracts to ensure the language has been added.

VII. EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES

These discrimination complaint procedures outline the process used by OCTS to process complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to OCTS programs, services, and activities. Complaints will be investigated by the appropriate authority. Upon completion of an investigation, the complainant will be informed of all avenues of appeal. Every effort will be made to obtain early resolution of complaints at the lowest level possible by informal means.

A. Filing of Complaints

1. **Applicability** – These procedures apply to the beneficiaries of our programs, activities, and services, such as the members of the public and any consultants/contractors we hire.
2. **Eligibility** – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, sex, age, national origin, creed (religion) or disability, may file a written complaint. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Complaints may be submitted to the following entities:

- **OCTS**, Administration Office, 600 NC 86 N Hillsborough, NC 27278, PO BOX 818 Hillsborough, NC 27278 ;919-245-2008
 - **North Carolina Department of Transportation**, Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453
 - **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
 - **Federal Transit Administration**, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
 - **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228
4. **Format for Complaints** – Complaints shall be in writing and signed by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including

Braille.

5. **Discrimination Complaint Form** – The Discrimination Complaint Form is consistent with the FTA Certifications & Assurances, “Nondiscrimination Assurance.”
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, creed (religion) or disability. The term “basis” refers to the complainant’s membership in a protected group category.

Protected Categories	Definition	Examples	Applicable Statutes and FTA Regulations
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 49 U.S.C. 5332(b); FTA Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person’s accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender	Women and Men	49 U.S.C. 5332(b); Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Creed	Religion.	Muslim, Christian, Hindu, Atheist	49 U.S.C. 5332(b)

B. Complaint Processing

1. When a complaint is received, an Acknowledgment Letter and a Complainant Consent/Release Form will be mailed to the complainant within ten (10) business days by registered mail.
2. We will consult with the NCDOT Title VI Program to determine the acceptability and jurisdiction of all complaints received. (Note: If NCDOT will investigate, the Title VI Program will be

responsible for the remainder of this process. We will record the transfer of responsibility in our complaints log).

3. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
4. Upon receipt of the requested information and determination of jurisdiction, we will notify the complainant and respondent of whether the complaint has enough merit to warrant investigation.
5. If the complaint is investigated, the notification shall state the grounds of our jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
6. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

C. Complaint Log

1. When a complaint is received, the complaint will be entered into the Discrimination Complaints Log with other pertinent information and assigned a Case Number. (Note: All complaints must be logged).
2. The complaints log will be submitted to the NCDOT's Civil Rights office during Title VI compliance reviews. (Note: NCDOT may also be request the complaints log during pre-grant approval processes).
3. The Log Year(s) since the last submittal will be entered (e.g., 2015-2018, 2017-2018, FFY 2018, or 2018) and the complaints log will be signed before submitting the log to NCDOT.
4. When reporting no complaints, check the No Complaints or Lawsuits box and sign the log.

D. OCTS - Discrimination Complaint Form

Any person who believes that he/she has been subjected to discrimination based upon race, color, creed, sex, age, national origin, or disability may file a written complaint with Orange County Transportation Services, within 180 days after the discrimination occurred.																			
Last Name:		First Name:		<input type="checkbox"/> Male <input type="checkbox"/> Female															
Mailing Address:		City	State	Zip															
Home Telephone:	Work Telephone:	E-mail Address																	
Identify the Category of Discrimination: <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> SEX <input type="checkbox"/> CREED (RELIGION) <input type="checkbox"/> DISABILITY <input type="checkbox"/> LIMITED ENGLISH PROFICIENCY <input type="checkbox"/> AGE <small>*NOTE: Title VI bases are race, color, national origin. All other bases are found in the "Nondiscrimination Assurance" of the FTA Certifications & Assurances.</small>																			
Identify the Race of the Complainant <input type="checkbox"/> Black <input type="checkbox"/> White <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian <input type="checkbox"/> Alaskan Native <input type="checkbox"/> Pacific Islander <input type="checkbox"/> Other _____																			
Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.																			
Names of individuals responsible for the discriminatory action(s):																			
How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).																			
The law prohibits intimidation or retaliation against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, and please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.																			
Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).																			
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 30%;"><u>Name</u></th> <th style="text-align: left; width: 40%;"><u>Address</u></th> <th style="text-align: left; width: 30%;"><u>Telephone</u></th> </tr> </thead> <tbody> <tr> <td>1. _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>2. _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>3. _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>4. _____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>					<u>Name</u>	<u>Address</u>	<u>Telephone</u>	1. _____	_____	_____	2. _____	_____	_____	3. _____	_____	_____	4. _____	_____	_____
<u>Name</u>	<u>Address</u>	<u>Telephone</u>																	
1. _____	_____	_____																	
2. _____	_____	_____																	
3. _____	_____	_____																	
4. _____	_____	_____																	

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

NC Department of Transportation _____

Federal Transit Administration _____

US Department of Transportation _____

US Department of Justice _____

Federal or State Court _____

Other _____

Have you discussed the complaint with any OCTS representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

****WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.**

_____ COMPLAINANT'S SIGNATURE	_____ DATE
---	----------------------

MAIL COMPLAINT FORM TO:
 Orange County Transportation Services
 600 NC 86
 Hillsborough, NC 27278
 (919)245-2004

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Case #: _____

Referred to: NCDOT FTA Date Referred: _____

F. Investigative Guidance

1. **Scope of Investigation** – An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.
2. **Developing an Investigative Plan** – It is recommended that the investigator prepares an Investigative Plan (IP) to define the issues and lay out the blueprint to complete the investigation. The IP should follow the outline below:
 - Complainant(s) Name and Address (Attorney name and address if applicable)
 - Respondent(s) Name and Address (Attorney for the Respondent(s) name and address)
 - Applicable Law(s)
 - Basis/(es)
 - Allegation(s)/Issue(s)
 - Background
 - Name of Persons to be interviewed
 - Questions for the complainant(s)
 - Questions for the respondent(s)
 - Questions for witness(es)
 - Evidence to be obtained during the investigation
 - Issue – e.g., Complainant alleges his predominantly African American community was excluded from a meeting concerning a future project which could affect the community.
 - Documents needed: e.g., mailing list which shows all physical addresses, P.O. Box numbers, property owner names, and dates when the meeting notification was mailed; other methods used by the RPO to advertise the meeting.
3. **Request for Information** – The investigator should gather data and information pertinent to the issues raised in the complaint.
4. **Interviews** – Interviews should be conducted with the complainant, respondent, and appropriate witnesses during the investigative process. Interviews are conducted to gain a better understanding of the situation outlined in the complaint of discrimination. The main objective during the interview is to obtain information that will either support or refute the allegations.
5. **Developing an Investigative Report** – The investigator should prepare an investigative report setting forth all relevant facts obtained during the investigation. The report should include a finding for each issue. A sample investigative report is provided below.

G. Investigative Report

- 1. Complainant(S) Name** (Or Attorney For The Complainant(S) – Name And Address If Applicable Name, Address, Phone: 999-999-9999
- 2. Respondent(S)** (Or Attorney For The Respondent(S) – Name And Address If Applicable) Name, Address, Phone: 999-999-9999
- 3. Applicable Law/Regulation**
- 4. Complaint Basis/(Es)**
- 5. Issues/Allegations**
- 6. Background**
- 7. Investigative Procedure**
- 8. Issues / Findings Of Fact**
- 9. Conclusion**
- 10. Recommended Actions Appendix**

VIII. SOCIECONOMIC DATA, EQUITY, AND ENVIRONMENTAL JUSTICE

To ensure that Title VI reporting requirements are met, OCTS will collect and maintain socioeconomic data as published by the United States Census Bureau American Community Survey (ACS) on potential and actual beneficiaries of our programs and services. This section is intended as a compilation of relevant socioeconomic characteristics from our overall service area. This data will provide context to the Title VI Nondiscrimination Program and be used to ensure nondiscrimination and improve public outreach initiatives and delivery of ongoing programs. Tables 1 – 8 below provide the socioeconomic description of Orange County based on the latest ACS data.

Total Population	Male	Female	Not Hispanic/Latino	Hispanic/Latino
142938	68187	74751	130924	12014

Table 1: Gender, Hispanic, and Latino

White	Black	Native American	Asian	Pacific Islander	Other	Two or More
106535	16557	784	11106	8	3707	4241

Table 2: Race

Under 5	Age 5 - 17	Age 18 - 39	Age 40 - 49	Age 50 - 59	Age 60 - 69	Age 70 and over	Median Age
6593	21933	51100	18307	17763	16002	11240	38.268

Table 3: Age

Median Household Income	MHHI age 25 - 44	MHHI age 45 - 64	MHHI age 65 and over	Total Population for Poverty	Individuals below poverty
\$73,941.61	\$79,013.44	\$114,671.25	\$69,951.15	131789	17633

Table 4: Income and Poverty Status

Employment age 16 and over	In Labor Force	Not in Labor Force	Civilian Employed	Civilian Unemployed
118152	76548	41604	73172	3353

Table 5: Employment and Labor Force

Total Housing Units	Occupied HU	Vacant HU	Owner Occupied	Renter Occupied	Median Housing Value
57502	52529	4973	32539	19990	\$319,854.55

Table 6: Housing Units

Travel Mode					
Housing Units w/ Vehicles	No Vehicles	1 Vehicle	2 Vehicle	3 or more Vehicles	
52529	2644	17188	20311	12386	
Total Commuters	Car Truck or Van	Alone	Carpool		
71547	53304	48204	5100		
	Public Transit	Motorcycle	Bicycle	Walked	Other
	5084	141	1323	4379	803

Table 7: Travel Mode

Adult Population (18 and over)	Language					
	114412	Speak only English				
96408						
Also speak English						
Speak Spanish		Very Well	Less than very well	Well	Not well	Not at all
7166		3506	3660	1168	1357	1135
Speak Indonesian						
4344		3638	706	526	113	67
Speak Asian						
5865		3281	2584	1748	626	210
Speak Other						
629	525	104	104	0	0	

Table 8: Language

Title VI Equity Analyses. In accordance with FTA Circular 4702.1B, a Title VI equity analysis will be conducted whenever we construct a facility, such as a vehicle storage facility, maintenance facility, or operation center. The equity analysis will be conducted during the planning stage, with regard to the location of the facility, to determine if the project could result in a disparate impact to minority communities based on race, color or national origin. Accordingly, we will look at various alternatives before selecting a site for the facility. Project-specific demographic data on potentially affected communities and their involvement in decision-making activities will be documented. Title VI Equity Analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

Environmental Justice Analyses. As required by FTA C 4703.1, environmental justice (EJ) analyses will be conducted to determine if our programs, policies, or activities will result in disproportionately high and adverse human health and environmental effects on minority populations and low-income populations. EJ applies to our projects, such as when we construct or modify a facility, and our policies, such as when there will be a change in service, amenities or fares. Thus, we will look at various alternatives and seek input from potentially affected communities before making a final decision. Demographic data will be collected to document their involvement in the decision-making process. EJ analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

Orange County is part of Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO), Burlington-Graham Metropolitan Planning Organization (BG MPO) and Triangle Area Rural Planning Organization (TARPO). The County’s socioeconomic data is presented using best Environmental Justice (EJ) analysis practices, and included in DCHC MPO’s 2020 Environmental Justice Report. It is also part of DCHC MPO and BG MPO’s Metropolitan Transportation Plans (MTP). OCTS 2022 Title VI programs remains consistent with MPO’s EJ analysis.

Methodology - Determining County Thresholds

Orange County EJ analysis methodology follows the same process as DCHC MPO’s 2020 EJ Report. EJ “communities of concern” (CoC) are defined as any geographic area where the percentage of any EJ population is greater than the County threshold for that particular EJ population. US Census Block Group level data were used as the geographic area of comparison for each EJ population. County thresholds for each EJ population group were developed and used as benchmarks for comparison. Total population numbers for each EJ population in the Census Block Groups within the County were found and then compared to the total County population to determine the percent of total population for each EJ population. Each County threshold was then used during the analysis and identification of EJ communities of concern. Regional thresholds are presented in Table 9.

Black	Minority	Hispanic/Latino	Below Poverty	Elderly	Zero Car HH	LEP
12%	25%	8%	12%	13%	5%	2%

Table 9: EJ Thresholds

Each EJ population in the County was mapped by US Census Block Group (Block Group). Any Block Group with a concentration of an EJ population that exceeded the County threshold for that population was identified as an EJ community of concern. This comparative analysis was performed for each EJ population group to determine the locations of concentrated EJ communities of concern. For example, Table 9 indicates that 25 percent of the total population of the DCHC area, is an EJ racial minority population. Thus, 25 percent is used as the regional threshold for racial minority population. Any Block Group with a racial minority population representing greater than 25 percent of the total population in that Block Group is considered an EJ community of concern for racial minority population.

The determination of what is “disproportionately high and adverse human health or environmental effect” as discussed by E.O. 12898 is context dependent. The approach used in the development of this EJ analysis to identify communities of concern is only based on available Block Group data and the proportion of protected populations that they contain. All transit project development processes should include additional efforts to utilize local knowledge of individual neighborhoods to identify potential populations that might have been missed during this Census-based analysis.

Census block groups that meet multiple EJ Thresholds are identified as overlapping Communities of Concern. [FIGURES 1 – 7](#) illustrate Orange County’s socioeconomic data by block group and identify which ones meet the County’s EJ Thresholds. [FIGURE 8](#) identifies the overlapping EJ Communities of Concern.

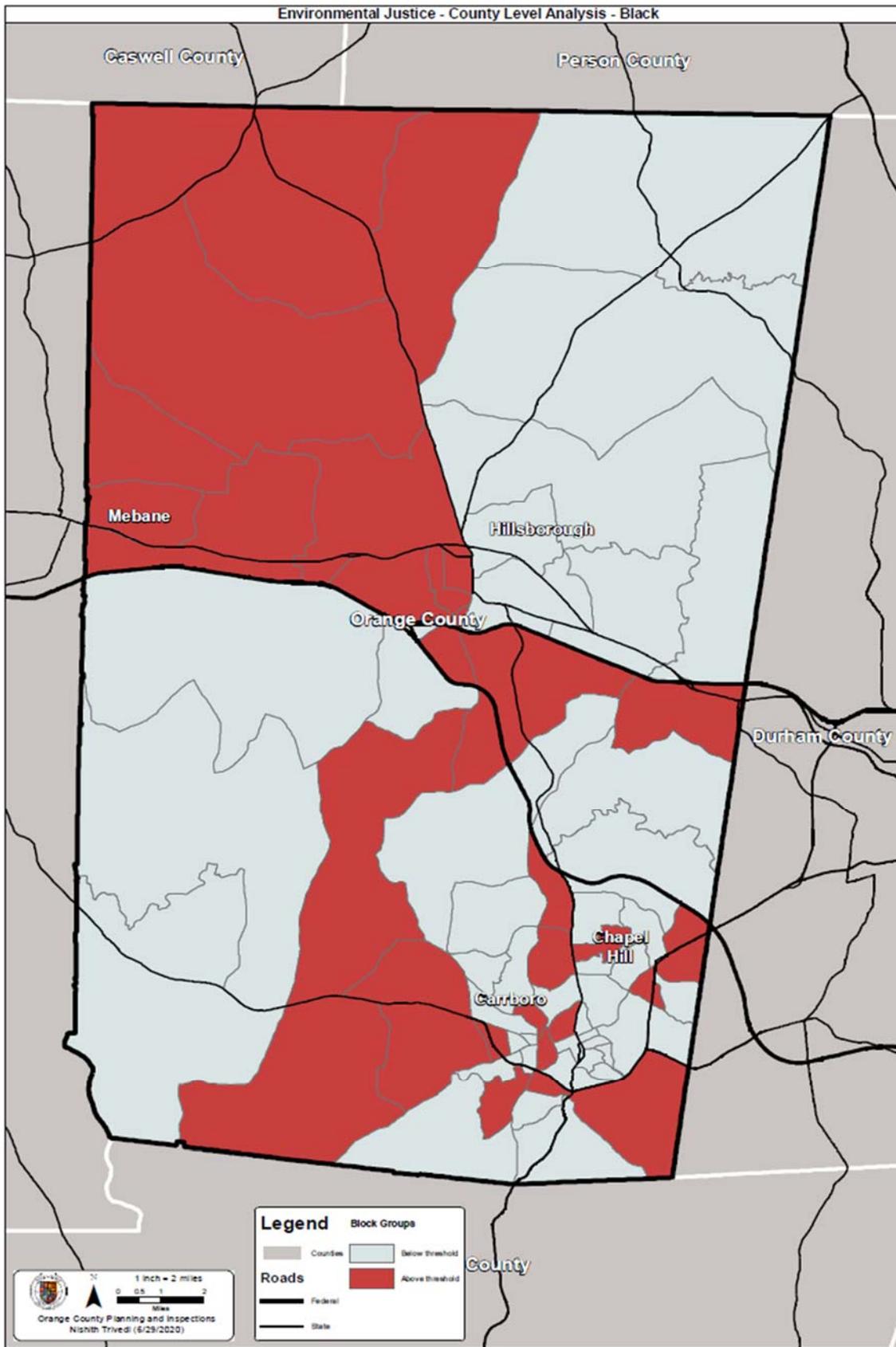


Figure 1: EJ Black Communities of Concern

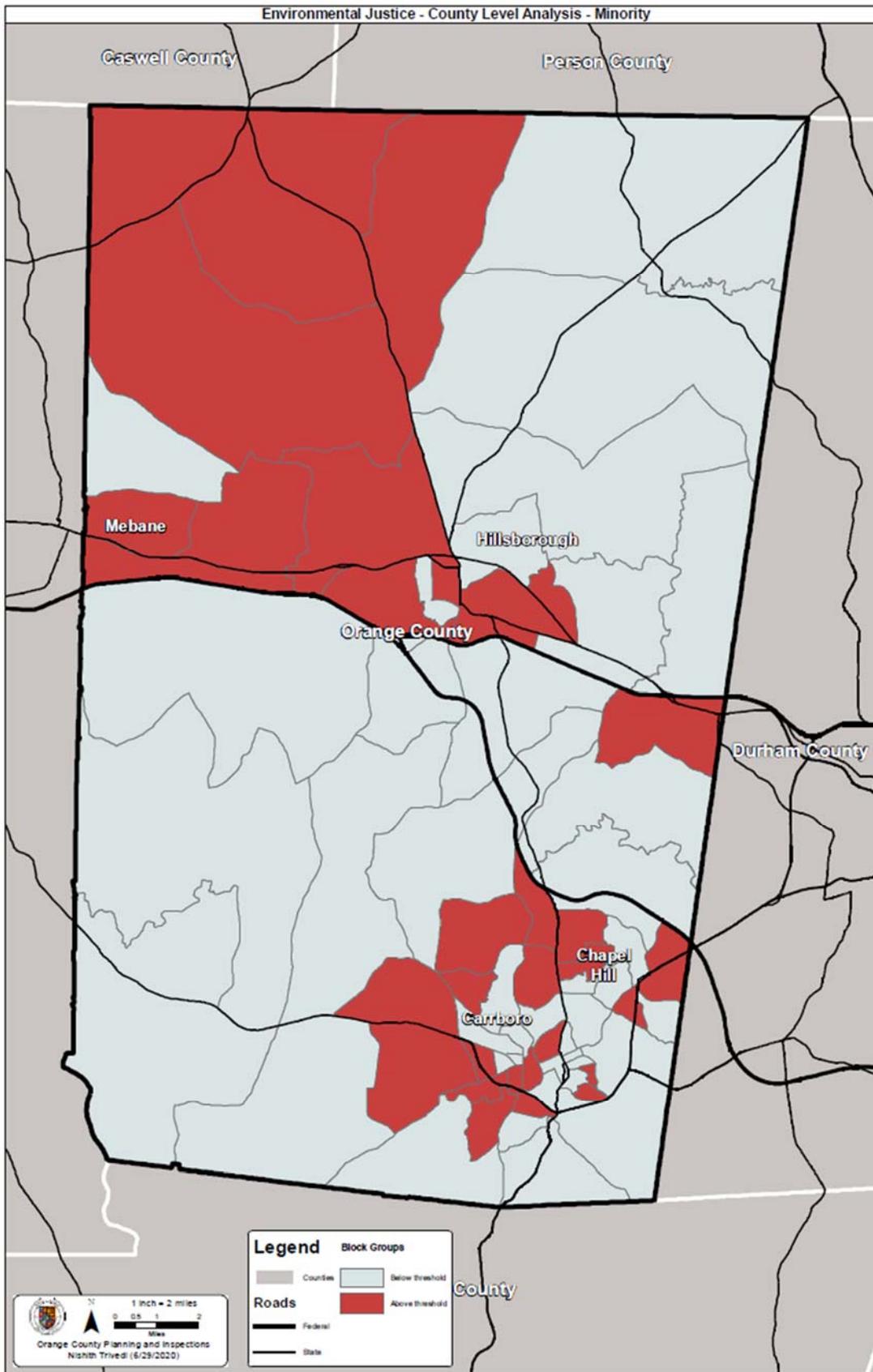


Figure 2: EJ Minority Communities of Concern

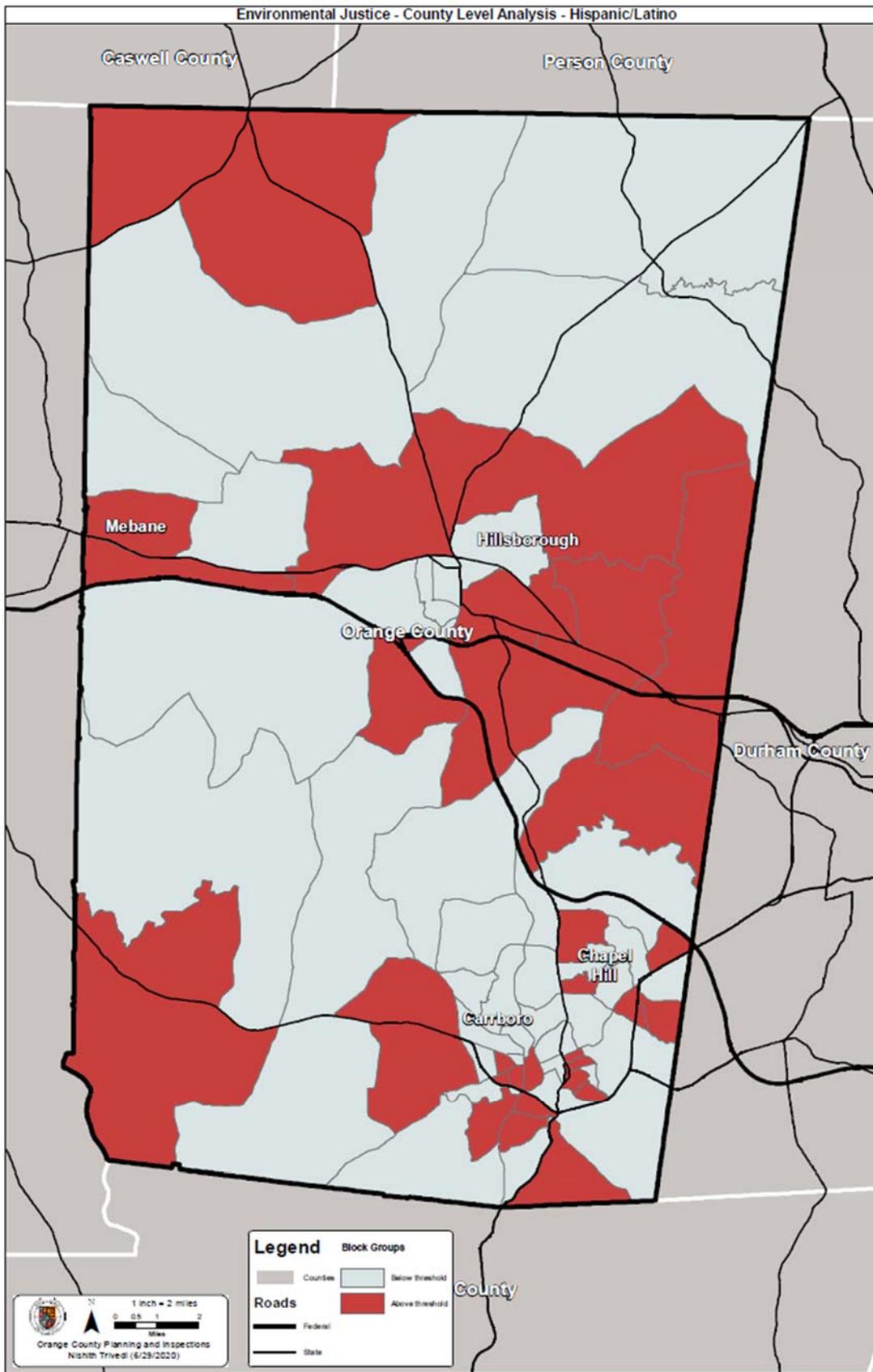


Figure 3: EJ Hispanic/Latino Communities of Concern

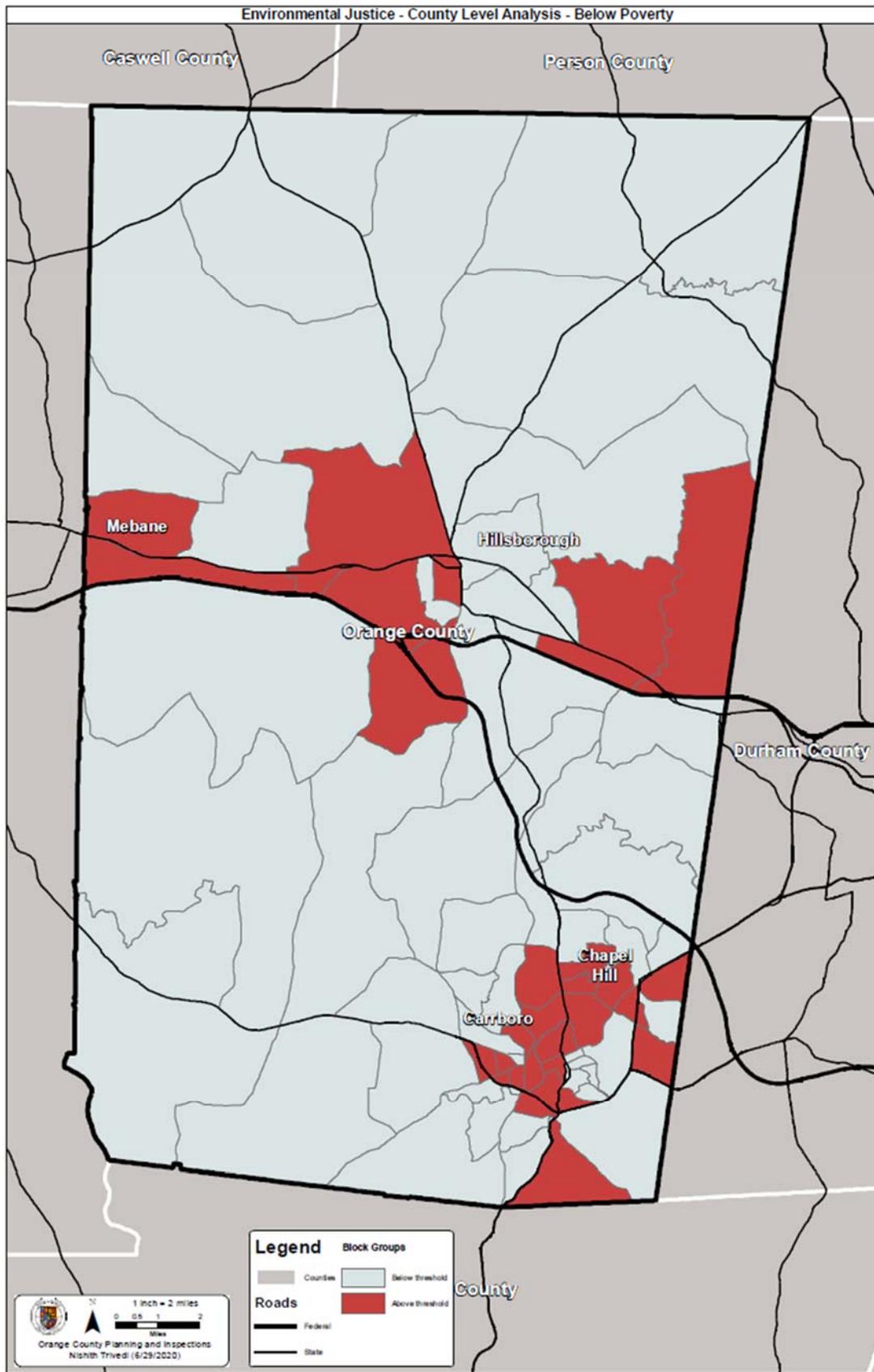


Figure 4: EJ Poverty Communities of Concern

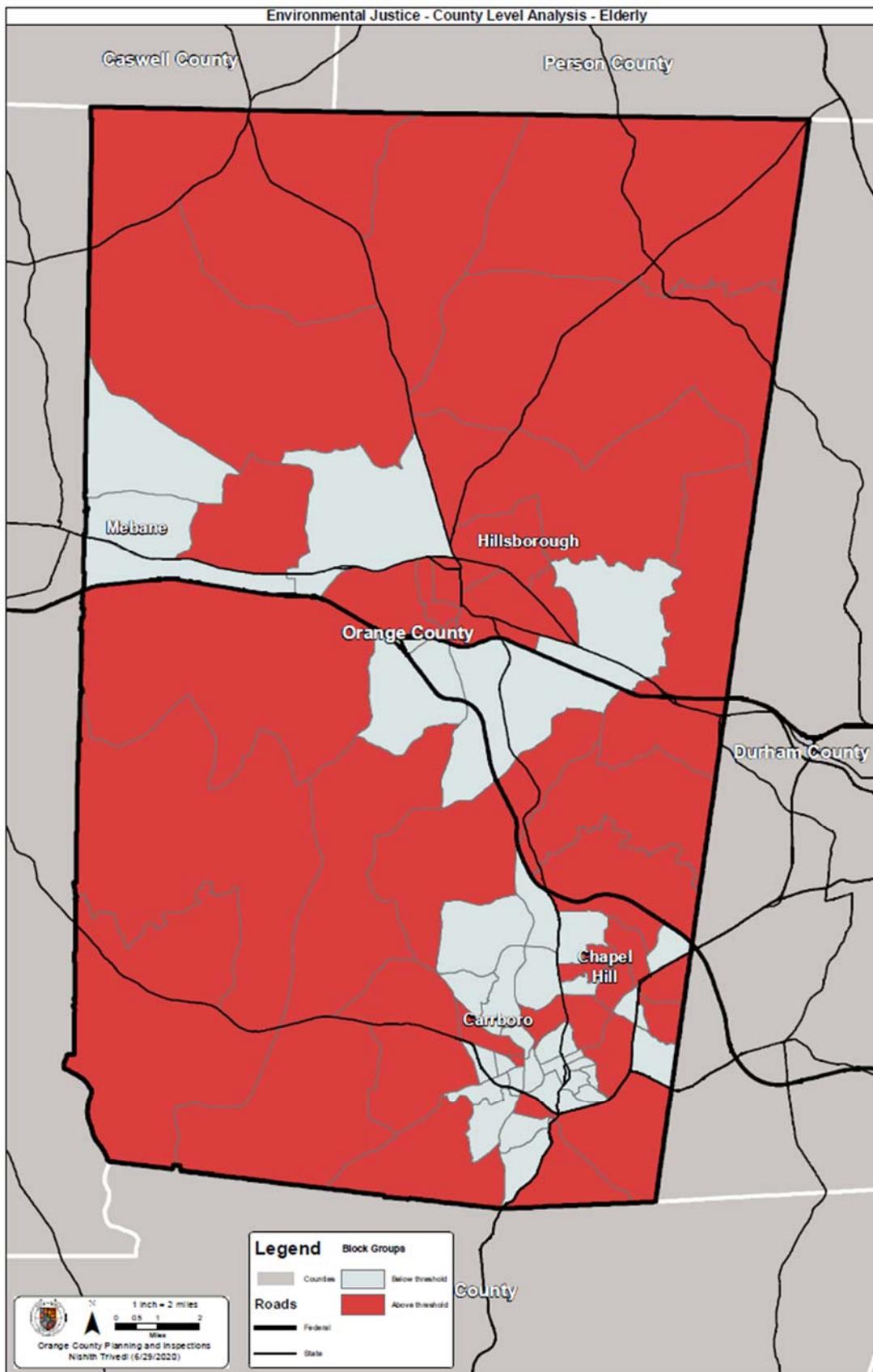


Figure 5: EJ Elderly Communities of Concern

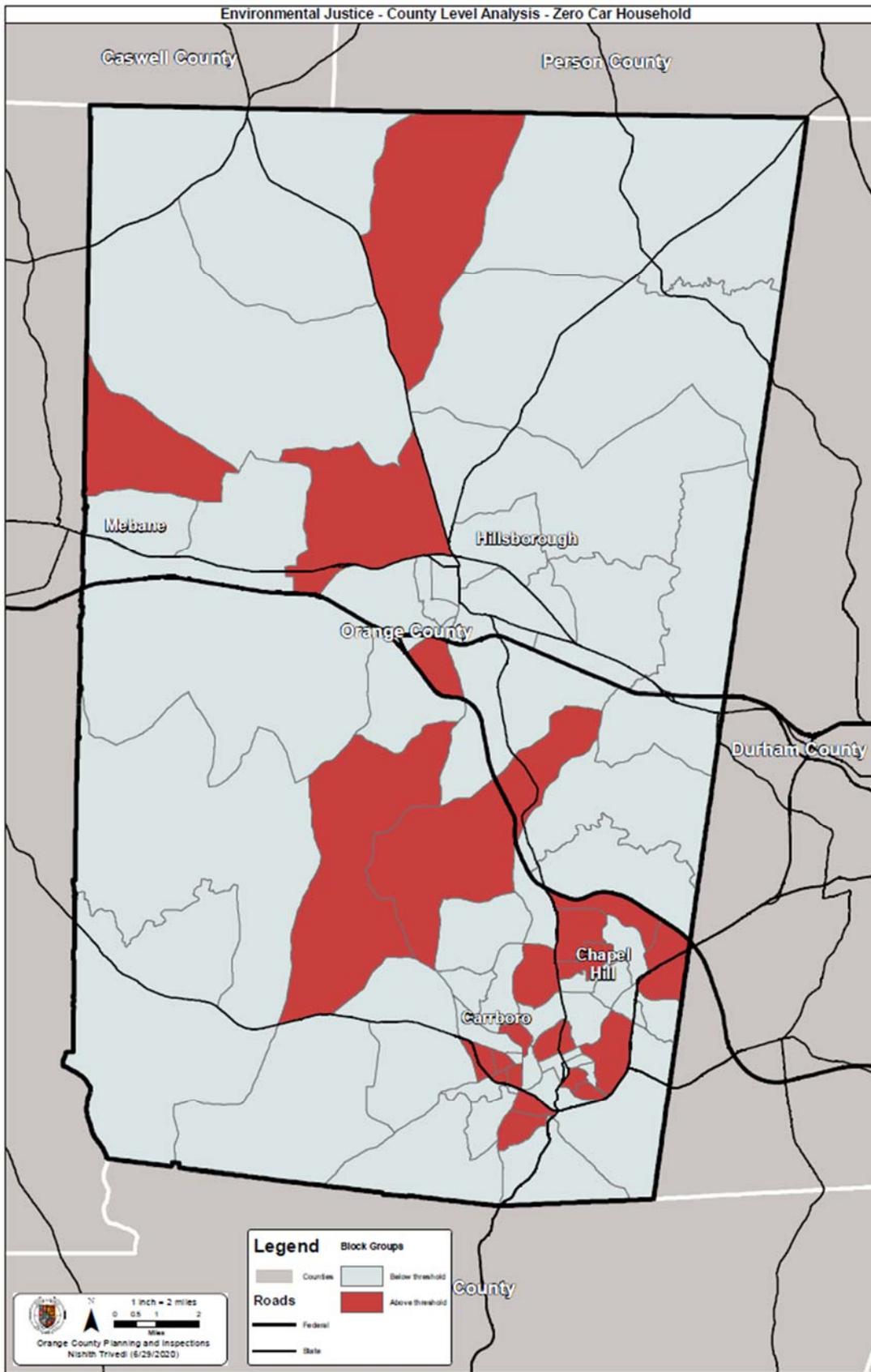


Figure 6: EJ Zero Car Communities of Concern

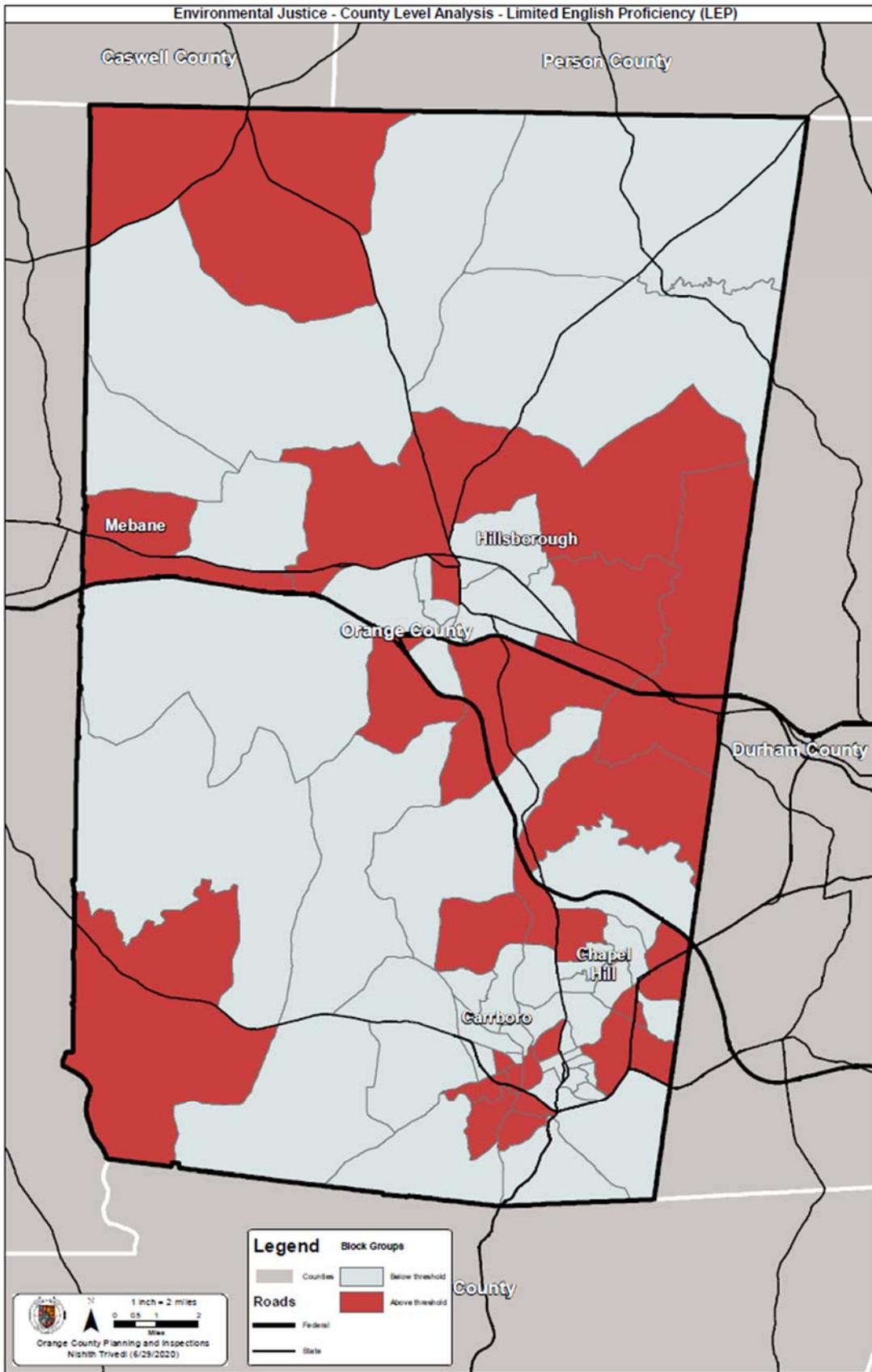


Figure 7: EJ LEP Communities of Concern

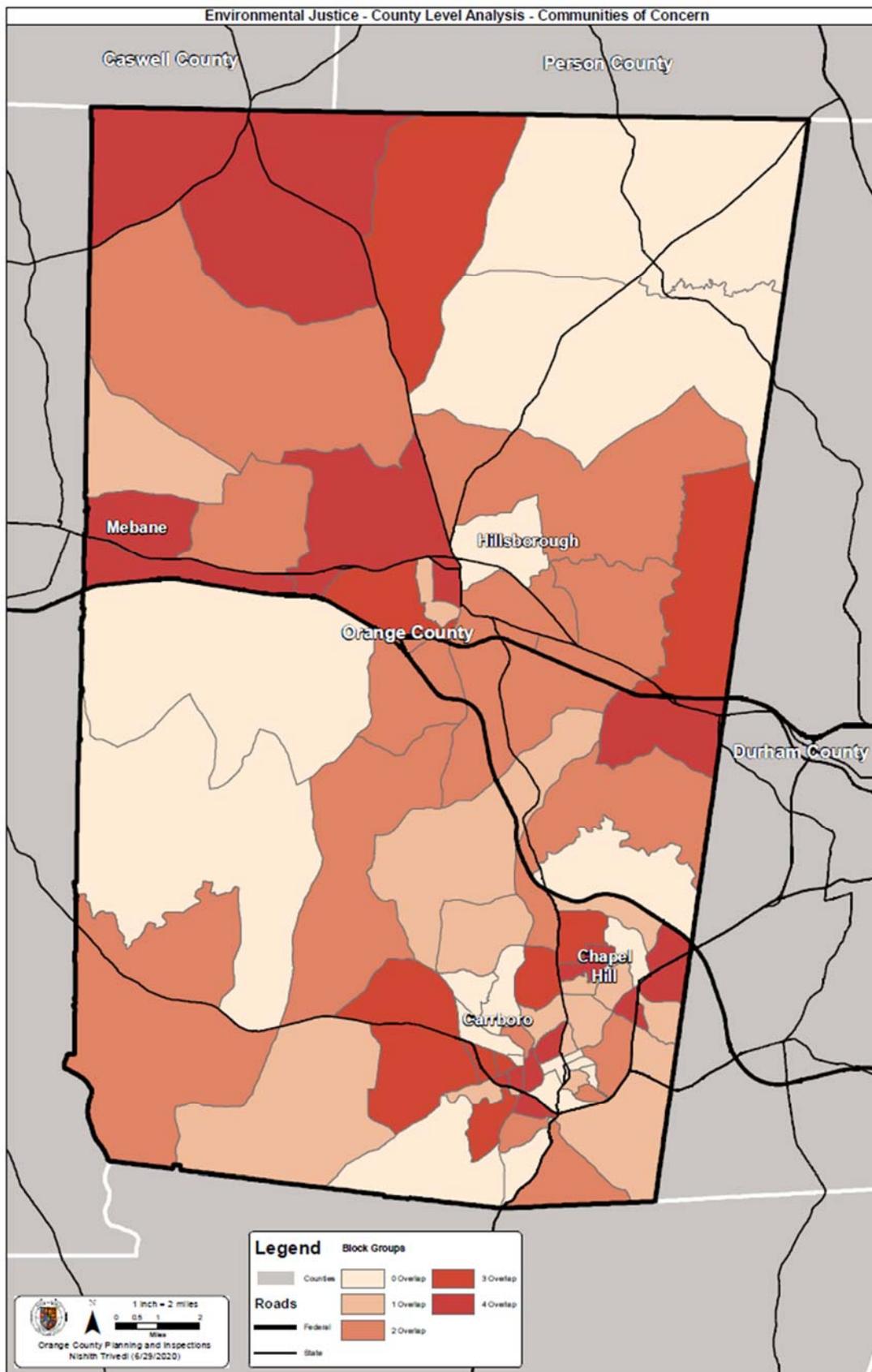


Figure 8: EJ Communities of Concern

IX. PUBLIC INVOLVEMENT PLAN

A. Introduction

Effective public involvement is a key element in addressing Title VI in decision-making. This **Public Participation Plan** describes how OCTS will disseminate vital agency information and engage the public. We will seek out and consider the input and needs of interested parties and groups traditionally underserved by transportation systems who may face challenges accessing our services, such as minority and limited English proficient (LEP) persons. Underlying these efforts is our commitment to determining the most effective outreach methods for a given project or population.

General public involvement practices will include:

- Expanding traditional outreach methods. Think outside the box: Go to hair salons, barbershops, street fairs, etc.
- Providing for early, frequent and continuous engagement by the public.
- Use of social media and other resources as a way to gain public involvement.
- Coordinating with community- and faith-based organizations such as the Hispanic Liaison, educational institutions, and other entities to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP persons could also include audio programming available on podcasts.

B. Public Notification

Passengers and other interested persons will be informed of their rights under Title VI and related authorities about our program. The primary means of achieving this will be posting and disseminating the policy statement and notice as stipulated in Sections 3.0 and 4.0, respectively. Additional measures may include verbally announcing our obligations and the public's rights at meetings, placing flyers at places frequented by targeted populations, and an equal opportunity tag-on at the end of radio announcements. The method of notification will be determined through an initial screening of the area.

C. Dissemination of Information

Information on Title VI and other programs will be crafted and disseminated to employees, contractors and subrecipients, stakeholders, and the general public. Public dissemination efforts may vary depending on factors present, but will generally include: posting public statements setting forth our nondiscrimination policy in eye-catching designs and locations; placing brochures in public places, such as government offices, transit facilities, and libraries; having nondiscrimination language within contracts; including nondiscrimination notices in meeting announcements and handouts; and displaying our Notice of Nondiscrimination at all our public meetings.

At a minimum, nondiscrimination information will be disseminated on our website and on posters in conspicuous areas at our office(s). Project-related information and our most current Title VI-related information will be maintained online.

D. Meetings and Outreach

There is no one-size-fits-all approach to public involvement. A variety of comprehensive and targeted public participation methods will be used to facilitate meaningful public involvement. Methods for engaging stakeholders and target audiences, including traditionally underserved and excluded populations (i.e., minorities, youth, low-income, the disabled, etc.) will include the following:

Public Relations and Outreach

Public relations and outreach (PRO) strategies aim to conduct well-planned, inclusive and meaningful public participation events that foster good relations and mutual trust through shared decision-making with the communities we serve.

- We will seek out and facilitate the involvement of those potentially affected.
- Public events will aim to be collaborative, fun, and educational for all, rather than confrontational and prescriptive.
- Media plans will typically involve multiple channels of communication like mailings, radio, TV, and newspaper ads.
- Abstract objectives will be avoided in meeting announcements. Specific “attention-grabbing” reasons to attend will be used, such as “Help us figure out how to relieve congestion on [corridor name]” or “How much should it cost to ride the bus? Let us know on [date].”
- Efforts will be made to show how the input of participants can, or did, influence final decisions.
- We will do our best to form decision-making committees that look like and relate to the populations we serve.
- We will seek out and identify community contacts and partner with local community- and faith-based organizations that can represent, and help us disseminate information to, target constituencies.
- Demographic data will be requested during public meetings, surveys, and from community contacts and committee members.

Public Meetings

“Public meeting” refers to any meeting open to the public, such as hearings, charrettes, open house and board meetings.

- Public meetings will be conducted at times, locations, and facilities that are convenient and accessible.
- Meeting materials will be available in a variety of predetermined formats to serve diverse audiences.
- An assortment of advertising means may be employed to inform the community of public meetings.
- Assistance to persons with disabilities or limited English proficiency will be provided, as required.

Small Group Meetings

A small group meeting is a targeted measure where a meeting is held with a specific group, usually at their request or consent. These are often closed meetings, as they will typically occur on private property at the owner’s request.

- If it is determined that a targeted group has not been afforded adequate opportunities to participate, the group will be contacted to inquire about possible participation methods, including a group meeting with them individually.
- Unless unusual circumstances or safety concerns exist, hold the meeting at a location of the target group’s choosing.
- Share facilitation duties or relinquish them to members of the target group.

- Small group discussion formats may be integrated into larger group public meetings and workshops. When this occurs, the smaller groups will be as diverse as the participants in the room.

Community Surveying

- Opinion surveys will occasionally be used to obtain input from targeted groups or the general public on their transportation needs, the quality or costs of our services, and feedback on our public outreach efforts.
- Surveys may be conducted via telephone, door-to-door canvassing, at community fairs, by placing drop boxes in ideal locations, or with assistance from other local agencies like social services.
- Surveys will be translated into languages other than English, when appropriate.

E. Limited English Proficiency

Limited English Proficient (LEP) persons are individuals for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. These individuals reported to the U.S. Census Bureau that they speak English less than very well. To comply with USDOT's LEP Policy Guidance and Executive Order 13166, this section of our Title VI Plan outlines the steps we will take to ensure meaningful access by LEP persons to all benefits, services and information provided under our programs and activities. A four-factor analysis was conducted to determine the LEP language groups present in our planning area and the specific language services that are needed.

Four Factor Analysis

This Four Factor Analysis is an individualized assessment that balances the following four factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
2. The frequency with which LEP individuals come in contact with the program;
3. The nature and importance of the program, activity, or service provided by the recipient to people's lives; and
4. The resources available to the recipient and costs.

Factor #1: *The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.*

	Orange County, North Carolina	
	Estimate	Margin of Error
Total:	129,155	+/-61
Speak only English	108,562	+/-854
Spanish or Spanish Creole:	9,392	+/-461
Speak English "very well"	4,604	+/-599
Speak English less than "very well"	4,788	+/-644
French (incl. Patois, Cajun):	889	+/-270
Speak English "very well"	760	+/-266
Speak English less than "very well"	129	+/-69

This Title VI update requires that OCTS recognize the sub-populations of languages that have either more than 5 % or 1,000 people that speak English less than "very well" including numbers in the Margin of Error. In the OCTS service area, the largest language subpopulation within the LEP population was that of Spanish speakers who speak English less than "very well." Referencing estimates from the 2015 5-year American Community Survey (ACS), our area has a total of 129,155 people. There are 9,932 Spanish speakers, of whom 4,788 speak English less than "very well", or just over 3% of the total population.

Factor #2: *The frequency with which LEP individuals come in contact with the program.*

OCTS assesses the frequency at which staff has or could possibly have contact with LEP persons. This includes documenting phone inquiries and surveying public meeting attendees. No previous LEP requests have been received thus far. Documentation of LEP requests will be done annually upon implementation of the LEP plan. OCTS transit operators also provide outreach to the Spanish population. OCTS provides Spanish translation for public meetings and outreach materials. Arrangements are made to provide translation when requested.

Factor #3: *The nature and importance of the program, activity, or service provided by the recipient to people's lives.*

Orange County is a growing region within the Triangle. OCPT recognizes that public outreach to all groups within the community is important and will continue to reach out to persons with limited English proficiencies. OCPT critical service to LEP is scheduling transit services from the general public and the agency contracts through Department of Social Services and other human service agencies within Orange County. Mobility for all Orange County residents is the driving force behind OCPT. This mobility allows access to medical services, employment, education, human service agencies, recreational activities, etc. there by improving the quality of life for Orange County residents. Other forms of transportation are available in Orange County. Taxi services local to the area are available but and do not have ADA accessible vehicles. Most often these services are also cost prohibitive to those seeking affordable transportation. Chapel Hill Transit provides a fixed route service in the City limits of Chapel Hill but that service is only available to those who live in that specific service area.

Factor #4: *The resources available to the recipient and costs.*

OCTS (OCPT) will provide translation of materials for all information regarding our services through third party translators at a cost of \$12 center per word or \$40.00 an hour for in-person translation. OCPT will also work with community based organization such as the Family Success Alliance that helps at risk families and families that speak limited English. Additionally, we will work with Orange County's Human Rights and Relations department to decimate information to the limited English speaking populations within Orange County.

Language Assistance Measures

The following general language assistance measures are reasonable and achievable for our organization at this time:

- Translating public notices posted in the local paper and at stations, stops, and in vehicles into any languages that meet the safe harbor threshold in Factor 1.
- Vital documents—such as brochures with service times and routes—are translated into Spanish across the entire service area, and available in our facilities, doctor's offices and shopping centers.
- Making a concerted effort to inform LEP persons of available language assistance via staff, broadcast media, relationship-building with organizations, and our website.
- Posting vital bulletin board information and disseminating community surveys in various languages.
- Providing translation and interpretive services when appropriate (upon request or predetermined) at meetings.
- Determining how best to take public involvement to LEP groups directly, including through small

group meetings.

- Language line translation services at our call center.
- Where possible, utilizing or hiring staff who speak a language other than English and can provide competent language assistance. We will not ask community-based organizations (CBO) to provide, or serve as, interpreters at our meetings. Relying upon CBOs in that capacity could raise ethical concerns. If a CBO decides (on its own) to translate any materials for its constituents, or bring interpreters it trusts to our meetings, we will not object. That is their right.
- Using language identification flashcards to determine appropriate services.
- Establishing a process to obtain feedback on our language assistance measures.

Specific Measures by Language Group:

- Spanish : OCTS will utilize paid interpreter, qualified bilingual employees, and qualified employees of other agencies
- Chinese: OCTS will utilize paid interpreter, qualified bilingual employees, and qualified employees of other agencies
- Korean: OCTS will utilize paid interpreter, qualified bilingual employees, and qualified employees of other agencies

Written Translation and Oral Interpretation

Vital documents will be translated for each eligible LEP language group in our service area that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be encountered. Translated materials will be placed online and in appropriate public (or private) places accessible to LEP persons. The safe harbor provisions apply to the translation of written documents only, and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. When appropriate, translation of any document will be communicated orally in the appropriate language.

In the event that the 5% trigger is reached for a LEP language group that is fewer than 50 persons, written notice will be provided in the primary language of that group of the right to receive competent oral interpretation of vital written materials, free of cost. The most effective method of notice, which could be an ad in the local newspaper or other publication, a radio commercial, or door hangers, will be determined in consideration of the circumstances on the ground and in coordination with LEP community contacts.

Staff Support for Language Assistance

- Agency staff will be provided a list of referral resources that can assist LEP persons with written translation and oral interpretation, including the Title VI Officer and any outside consultant contracted to provide language services. This list will be updated as needed to remain current.
- All main offices and vehicles will have on hand a supply of language assistance flashcards and materials translated into the languages of the largest LEP language groups. When encountered by an LEP person, staff (including drivers) should present the individual with an iSpeak flashcard and let them choose the language. Do not assume you know their preferred language. Drivers are permitted to seek volunteer assistance from other passengers before contacting a referral resource. Document the encounter and report it to the Title VI Coordinator.
- Training: All employees will be instructed on our procedures for providing timely and reasonable

assistance to LEP persons. New employee orientation will also explain these procedures to new hires. Staff routinely encountering LEP persons by telephone or in person will receive annual refresher training. All other employees will be reminded of LEP through annual Title VI program acknowledgements (Section 5.0) and basic Title VI trainings (Section 11.0).

Project-Specific LEP Outreach

A project-specific four factor analysis will be conducted for any project or outreach event limited to a specific geographical area (i.e., the project study area or outreach area, respectively). Language assistance will be provided in accordance with the measures already outlined, including translating written materials for each LEP language group that is 5% or 1,000, whichever is less, of the project or outreach area population.

Monitoring and Updating the LAP

Monitoring of daily interactions with LEP persons will be continuous, thus language assistance techniques may be refined at any time. This Plan will be periodically reviewed—at least annually—to determine if our assistance measures and staff training are working. Resource availability and feedback from agency staff and the general public will be factors in the evaluation and any proposed updates. Among other practices, this process will include working with LEP community contacts to determine if our employees are responding appropriately to requests made with limited English or in languages other than English, and observing how agency staff responds to requests, including observing drivers or surveying riders. To the best of our ability, we will attempt to never eliminate a successful existing LEP service. Significant LEP program revisions will be approved or adopted by our board or designated official and dated accordingly. LEP data and procedures will be reviewed and updated at least once every three years.

F. Demographic Request

The following form was used to collect required data on Key Community Contacts and nonelected committee members. OCTS is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

<p>Race/Ethnicity:</p> <p><input type="checkbox"/> White</p> <p><input type="checkbox"/> Black/African American</p> <p><input type="checkbox"/> Asian</p> <p><input type="checkbox"/> American Indian/Alaskan Native</p> <p><input type="checkbox"/> Native Hawaiian/Pacific Islander</p> <p><input type="checkbox"/> Hispanic/Latino</p> <p>Other (please specify): _____</p>	<p>National Origin: (if born outside the U.S.)</p> <p><input type="checkbox"/> Mexican</p> <p><input type="checkbox"/> Central American: _____</p> <p><input type="checkbox"/> South American: _____</p> <p><input type="checkbox"/> Puerto Rican</p> <p><input type="checkbox"/> Chinese</p> <p><input type="checkbox"/> Vietnamese</p> <p>Korean</p> <p>Other (please specify): _____</p>
---	--

Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	Age: <input type="checkbox"/> Less than 18 <input type="checkbox"/> 45-64 <input type="checkbox"/> 18-29 <input type="checkbox"/> 65 and older <input type="checkbox"/> 30-44
Disability: <input type="checkbox"/> Yes <input type="checkbox"/> No	
I choose not to provide any of the information requested above: <input type="checkbox"/>	

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the OCTS at 919-245-2008 or by email at octransportationservices@orangecountync.gov.

Please sign below acknowledging that you have completed this form. Thank you for your participation!

Name (print): _____

Signature: _____

G. Key Community Contacts

Contact Name	Community Name	Interest or Affiliation	Also a Committee Member? (Y/N)
Shannan Barnes	Orange County	Family Success Alliance	N
Marlyn Valeiko	Orange County	LEP Specialist/Outreach	N

Contact information for key community contacts is not public information and is maintained outside of this document. Any staff member who wishes to contact any individual listed above must request that information from the Title VI Coordinator.

H. Summary of Outreach Efforts

The following format is used to document URTS outreach efforts in reports to NCDOT. All meetings and disseminations of information capture information for the table below:

Meeting Date	Meeting Time	Meeting Purpose	Target Audience	Information Disseminated
9/19/2020	11am	Transit Services in Orange County	General Public	Brochures, Bus Rider 101, Bike on Bus Information
9/20/2020	11am	Transit Services in Orange County	General Public	Brochures, Bus Rider 101, Bike on Bus Information

Implementation

- Forms will be completed prior to NCDOT Title VI reviews and remain on file for three years.
- All new and existing members of appointed decision-making boards or committees will be *required* to complete this form for reporting purposes.
- If a member, for whatever reason, selects *“I choose not to provide any of the information requested above,”* this will be accepted as a *completed* form.
- If a member chooses not to provide any of the information on the form, the Title VI Coordinator will be permitted to indicate that member’s race and gender, based on the Coordinator’s best guess.
- Data from these forms will be used to complete the Demographic Request Table.
- Once a new member submits this form, the Demographic Request Table for the associated committee will be updated.

X. STAFF TRAINING

All employees will receive basic Title VI training at least once every three years. New hires will receive this training within 15 days of their start date. Basic training will cover all sections of this Plan and our overall Title VI obligations. Staff may receive specialized training on how Title VI applies to their specific work areas. Those who routinely encounter the public, such as office personnel, call center staff, and vehicle drivers, will receive annual refresher training. Trainings will be provided or organized by the Title VI Coordinator and will often coincide with updates to our nondiscrimination policies and procedures. Records of staff trainings, such as agendas, sign-in sheets, copies of calendars, and certificates, will remain on file for at least three years (and in personnel files).

XI. NONELECTED BOARDS AND COMMITTEES – BY RACE AND GENDER

The table below depicts race and gender compositions for each of our nonelected (appointed) decision-making bodies. Member names and full demographics for each committee are available, upon request.

Body	Male %	Female %	Caucasian %	African American %	Asian American %	Native American %	Other %	Hispanic %
Orange Unified Transportation Board (Transit Advisory Board)	34%	66%	79%	16%			5%	

Strategies for Representative Committees

Diversification goals will be provided to our nonelected boards and committees to help ensure that their membership mirrors our service area demographics, as adequately as possible. We will provide periodic updates on our outreach efforts at meetings. When there is an opening on a board or committee, we will ensure the following:

- Current members will be made aware of diversity goals and polled for nominees.
- Officials from local minority groups will be made aware of the diversity goals and polled for nominees.
- Key Contacts from LEP groups will be contacted and polled for nominees.
- A recruitment notice for a Board Member opening will be posted on our website.
- An advertisement of recruitment notice for a Board Member will be placed with the local newspaper and other publications popular with minorities and other protected groups.

XII. RECORD-KEEPING AND REPORTS

As a subrecipient of FTA funds through NCDOT, we are required to submit a Title VI Program update to NCDOT every three years, on a schedule determined by NCDOT. Records will be kept to document compliance with the requirements of the Title VI Program. Unless otherwise specified, Title VI-related records shall be retained indefinitely. These records will be made available for inspection by authorized officials of the NCDOT and/or FTA. Reports on Title VI-related activities and progress to address findings identified during Title VI compliance reviews may also be provided, upon request. It will occasionally be necessary to update this Title VI Plan or any of its components (e.g., complaints, Public Involvement, and LEP). Updates will be submitted to NCDOT for review and approval and adopted by our Board when

required.

In addition to items documented throughout this Plan, records and reports due at the time of compliance reviews or investigations may include:

Compliance Reviews

- Title VI Program Plan
- List of civil rights trainings provided or received
- Summaries from any *internal* reviews conducted
- Ads and notices for specific meetings
- Findings from reviews by any other *external* agencies
- Title VI equity analyses and EJ assessments
- Discrimination Complaints Log

Complaint Investigations

- Investigative Reports
- Discrimination complaint, as filed
- List of interviewees (names and affiliations)
- Supporting Documentation (e.g., requested items, photos taken, dates and methods of contact, etc.)

XIII. TRANSIT PROVIDERS

OCTS provides multiple fixed route services in accordance with Chapter IV of FTA Circular 4702.1B. Details of OCTS fixed route services are provided below.

A. Service Standards

Vehicle load

All fixed route vehicles accommodate 17 people, including driver.

Vehicle headway

All fixed route services are between 30 and 45 minute headway, with plans to reduce to 15 and 30 minutes.

On time performance

OCTS monitors public transit driver's pick-up and delivery through Ecolane software. Drivers with 95% or higher on-time performance are recognized for great customer service.

Service availability

OCTS currently operations three fixed routes:

- Hillsborough Circulator
- Orange-Chapel Hill Connector
- Orange-Alamance Connector

B. Service Policies

Transit Amenities for each mode

All OCTS vehicles have ADA accommodations with wheel chair lifts. Some vehicles have bicycle racks.

Vehicle Assignment for each mode

Drivers are assigned vehicles as they are programed by the Transit Operations Manager and Dispatcher. Each driver is provided opportunity to choose their route on an annual bases, not the vehicle.

Appendix A - Language Access Plan

Title: Title VI of the Civil Rights Act of 1964; Policy on the Prohibition Against National Origin Discrimination as it Affects Persons with Limited English Proficiency

Authority: Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et. seq.

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et. seq.* states: “No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Regulations implementing Title VI, provide in part at 45 C.F.R. Section 80.3 (b):

(1) A recipient under any program to which this part applies may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:

- (i) Deny an individual any service, financial aid, or other benefit provided under the program;
- (ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;

(2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*”

Purpose

The purpose of this Policy is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the **OCTS** must take adequate steps to ensure that their policies and procedures do not deny or have the effect of denying LEP individuals with equal access to benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

Scope of Policy

These requirements will apply to the **OCTS** including subcontractors, vendors, and subrecipients. The agency will ensure that LEP individuals are provided meaningful access to benefits and services provided through contractors or service providers receiving subgrants from the agency.

Definitions

1. Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.
2. Vital Documents – These forms include, but are not limited to, applications, consent forms, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.
3. Title VI Compliance Officer: The person or persons responsible for compliance with the Title VI LEP policies.
4. Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

Providing Notice to LEP Individuals

1. The agency will take appropriate steps to inform all applicants, recipients, community organizations, and other interested persons, including those whose primary language is other than English, of the provisions of this policy. Such notification will also identify the name, office telephone number, and office address of the Title VI compliance officer(s). The agency will notify the DHHS compliance attorney of changes in name or contact information for the Title VI compliance officer.

Nishith Trivedi, Transportation Director
600 NC Highway 86 North
Hillsborough, NC 27278
919-245-2002

2. The agency will post and maintain signs in regularly encountered languages other than English in waiting rooms, reception areas and other initial points of contact. These signs will inform applicants and beneficiaries of their right to free language assistance services and invite them to identify themselves as persons needing such services.
3. Identify areas within the agency where these signs will be posted:
4. Signage will be posted at the OCTS's Entry way/ lobby and breakroom.
5. The agency will include statements of the right to free language assistance in Spanish and other significant languages in all outreach material that is routinely disseminated to the public (including electronic text).
6. The agency will also disseminate information in the following manner:
7. Contacting translators for the all public outreach events and printing material.

Provision of Services to LEP Applicants/Recipients

Assessing Linguistic Needs of Potential Applicants and Recipients

1. The agency will assess the language needs of the population to be served, by identifying:
 - a. The language needs of each LEP applicant/recipient
 - b. The points of contact where language assistance is needed;
 - c. The resources needed to provide effective language assistance, including location, availability and

arrangements necessary for timely use.

2. Determining the Language Needs of the Population to be served. The agency is responsible for assessing the needs of the population to be served. Such assessment will include, but not be limited to the following:
 - a. The non-English languages that are likely to be encountered in its program will be identified.
 - b. An estimate of the number of people in the community for who English is not the primary language used for communication will be completed and updated annually. To identify the languages and number of LEP individual's local entities should review:
 - Census data
 - School system data
 - Reports from federal, state, and local governments
 - Community agencies' information, and
 - Data from client files
 - c. The points of contact in the program or activity where language assistance is likely to be needed will be identified.
3. Determining the Language Needs of Each Applicant/Recipient. The agency will determine the language needs of each applicant/recipient. Such assessment will include, but not be limited to the following:
 - a. At the first point of contact, each applicant/recipient will be assessed to determine the individual's primary language. Check all methods that will be used:
 - Multi-language identification cards, a poster-size language list, or the use of "I speak" peel-off language identification cards for indicating preferred languages
 - English proficiency assessment tools, provided they can be administered in a manner that is sensitive to and respectful of individual dignity and privacy.
 - Other
 - b. If the LEP person does not speak or read any of these languages, the agency will use a telephone interpreting service to identify the client's primary language
 - c. Staff will not solely rely on their own assessment of the applicant or recipient's English proficiency in determining the need for an interpreter. If an individual requests an interpreter, an interpreter will be provided free of charge. A declaration of the client will be used to establish the client's primary language.
 - d. When staff place or receive a telephone call and cannot determine what language the other person on the line is speaking, a telephone interpreting service will be utilized in making the determination.
 - e. If any applicant/recipient is assessed as LEP, they will be informed of interpreter availability and their right to have a language interpreter at no cost to them with a notice in writing in the languages identified in Section C. Provisions of Written Translations.
4. Provision of Bilingual/Interpretive Services
 - a. The agency will ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population. The provision of bilingual/interpretive services will be prompt without undue delays. In most circumstances, this requires language services to be available during all operating hours.

This requirement will be met by: OCTS will utilize paid interpreter, qualified bilingual employees, and qualified employees of other agencies. *(Describe whether the agency has bilingual staff, and if so, how many and in what Sections/Programs/Divisions, whether the agency uses contractual services to meet this requirement, whether the agency relies on telephone interpreter services, etc.)*

- b. The agency will provide language assistance at all level of interaction with LEP individuals, including telephone interactions. Describe how this requirement will be met: OCTS will utilize paid interpreters, qualified bilingual employees, and qualified employees of other agencies. The agency may use paid interpreters, qualified bilingual employees, qualified employees of other agencies or community resources. Telephone interpreter services should only be utilized as a back-up system or where other language assistance options are unavailable.
 - c. Interpreter Standards
 - a. Those providing bilingual/interpretive services will meet the linguistic and cultural competency standards set forth below. The agency will ensure that interpreters and self- identified bilingual staff, have first been screened to ensure that the following standards are met before being used for interpreter services:
 - o Can fluently and effectively communicate in both English and the primary language of the LEP individual
 - o Can accurately and impartially interpret to and from such languages and English
 - o Has a basic knowledge of specialized terms and concepts used frequently in the provision of the agency's services
 - o Demonstrates cultural competency
 - o Understands the obligation to maintain confidently
 - o Understands the roles of interpreters and the ethics associated with being an interpreter
- OCTS utilizes the services of the Orange County Human Rights and Relations. Additionally, the County contracts with translators for both in-person services and print materials. When staff members have reason to believe that an interpreter is not qualified or properly trained to serve as an interpreter, the staff member will request another interpreter.

- A. Using Family Members or Friends as Interpreters
 - a. Applicants/recipients may provide their own interpreter; however the agency will not require them to do so.
 - b. The agency will first inform an LEP person, in the primary language of the LEP person, of the right to free interpreter services and the potential problems for ineffective communication. If the LEP person declines such services and requests the use of a family member or friend, the agency may utilize the family member or friend to interpret only if the use of such person would not compromise the effectiveness or services or violate the LEP person's confidentiality. The agency will monitor these interactions and again offer interpreter services, if it appears there are problems with this arrangement.
 - c. The agency will indicate in the LEP individual's file that an offer of interpreter services was made and rejected; that the individual was informed of potential problems associated with using friends or family members and the name of the person serving as an interpreter at the LEP individual's request.
 - d. Only under extenuating circumstances shall the agency allow a minor (under the age of 18 years) to temporarily act as an interpreter. The agency will keep a written record of when it has used a minor as an interpreter, and this information will be shared with the DHHS upon request.

- B. The agency will not require the applicant/recipient to pay for bilingual/interpretive services
 - 1. Use of Interpreters at Hearings
 - a. An interpreter will be provided for all hearings if a party requests an interpreter or if the Hearing Officer determines that an interpreter is necessary.
 - b. A separate oath or affirmation to translate accurately shall be administered to all interpreters.
- C. Provision of Written Translations
 - 1. The agency must provide written materials in languages other than English where a substantial number or percentage of the population eligible to be served or likely to be directly affected by the program needs services or information in a language other than English to communicate effectively.
 - 2. Translation of Vital Documents
 - a. The agency will ensure that vital documents for locally designed programs are translated into Spanish.
 - b. When state DHHS forms and other written material contain spaces in which the local entity is to insert information, this inserted information will also be in the individual's primary language. When such forms are completed by applicants/recipients in their primary language, the information must be accepted.
 - c. If, as a result of the local language assessment, it appears there are a substantial number of potential applicants or recipients of the agency (defined as 5% or 1,000 people whichever is less) who are LEP and speak a language other than Spanish, the agency will translate and provide vital documents in the appropriate language. (We prefer counties do not translate DHHS forms. Please notify DHHS and DHHS will translate or verify county translation)
 - d. The agency will keep a record of all vital documents translated, and will submit this information to DHHS at their request.
 - 3. If the primary language of an LEP applicant or recipient is a language other than Spanish AND the language does not meet the threshold for translation as defined in the preceding paragraph, the LEP individual will be informed in their own language of the right to oral translation of written notices. The notification will include, in the primary language of the applicant/recipient, the following language: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.**
- D. Documentation of Applicant/Recipient Case Records
 - 1. The agency will maintain case record documentation in sufficient detail to permit a reviewer to determine the agency's compliance with this policy.
 - 2. The agency will ensure that case record documentation, including computerized records if appropriate, identifies the applicants/recipient's ethnic origin and primary language. In those cases where the applicant/recipient is non-English speaking, the agency will:
 - a. Document the individual's acceptance or refusal of forms or other written materials offered in the individual's primary language. Document the method used to provide bilingual services, e.g., assigned worker is bilingual, other bilingual employee acted as interpreter, volunteer interpreter was used, or client provided interpreter. When a minor is used as interpreter, the agency will document the circumstances requiring temporary use of a minor and will provide this

information to NC DHHS upon request.

3. Consent for the release of information will be obtained from applicants/recipients when individuals other than agency employees are used as interpreters and the case record will be so documented.

E. Staff Development and Training

1. The agency will provide staff training at new employee orientation and continuing training programs. The training will include, but not be limited to:
 - a. Language assistance policies and procedures, resources available to support such procedures, methods of effective use of interpreters, and familiarization with the discrimination complaint process.
 - b. Cultural awareness information, including specific cultural characteristics of the groups served by the agency to provide a better understanding of, and sensitivity to, the various cultural groups to ensure equal delivery of services.
2. The agency will provide or ensure training is provided for bilingual staff and interpreters employed or utilized by the agency. This includes the ethics of interpreting, including confidentiality; methods of interpreting; orientation to the organization; specialized terminology used by the agency; and cultural competency.
3. The agency will ensure that applicable grantees, contractors, cooperative agreement recipients and other entities receiving state or federal dollars are trained in the requirements of this policy. Describe how this provision will be met: OCTS will utilize paid interpreters, qualified bilingual employees, qualified employees of other agencies
4. The agency will collect and maintain the following information about training provided to staff: the date(s) of such training, the content of such training, the number and types of credit hours awarded; and the names and identifying information of each attendee at the training. The agency will ensure that grantees, contractors, cooperative agreement recipients and other applicable funded entities collect and maintain such information as well.

Compliance Procedures, Reporting and Monitoring

1. Reporting
 - a. The agency will complete an annual compliance report and send this report to the appropriate agency within the Department. (Format will be supplied by DHHS)
2. Monitoring
 - a. The agency will complete a self-monitoring report on a quarterly basis, using a standardized reporting system providing by the Department. These reports will be maintained and stored by the Title VI compliance officer and will be provided to the Department upon request.
 - b. The agency will cooperate, when requested, with special review by the Department.

Applicant/Recipient Complaints of Discriminatory Treatment

1. Complaints
 - a. The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy.
 - b. The agency will maintain records of any complaints filed, the date of filing, actions taken

- and resolution.
- c. The agency will notify the appropriate agency or Division within DHHS of complaints filed the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.
2. Investigation
 - a. The Title VI compliance officer will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.
 - b. The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.
 3. Resolution of Matters
 - a. If the investigation indicates a failure to comply with the Act, the agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.
 - b. If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Office of General Counsel within DHHS. This notice will be provided in the primary language of the individual with Limited English Proficiency.
 4. If not resolved by DHHS, then complaint will be forwarded to OCR, USDHHS, and Region IV.

Submitted

Transportation Director

Date: _____

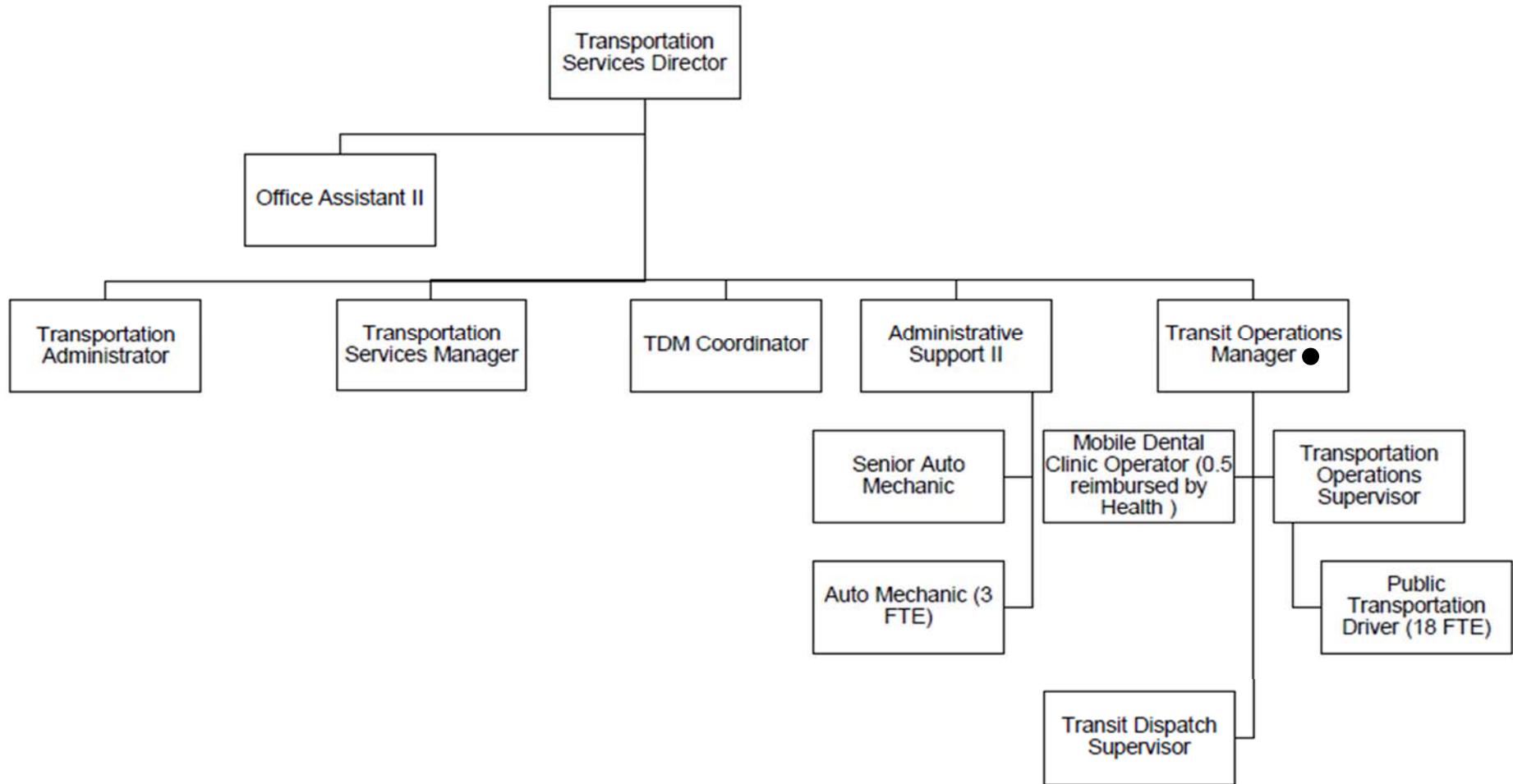
Appendix B - Nondiscrimination Authorities

During the implementation of this Title VI Program, the organization, for itself, its assignees and successors in interest, is reminded that it has agreed to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, creed (religion), sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT- assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed (religion), color, national origin, or sex);
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

Appendix C - Organizational Chart

- Title VI Coordinator



Appendix D - NCDOT's Compliance Review Checklist for Transit

I. Program Administration (General Requirements) <i>Requirement: FTA C 4702.1B – Title VI Requirements and Guidelines for FTA Recipients, Chapter III – General Requirements and Guidelines.</i> Note: Every NCDOT subrecipient receiving any of the FTA Formula Grants listed above must complete this section.	
Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	Completed
1. A copy of the recipient's <i>signed</i> NCDOT's Title VI Nondiscrimination Agreement	<input type="checkbox"/>
2. Title VI Policy Statement (<i>signed</i>)	<input type="checkbox"/>
3. Title VI Notice to the Public, including a list of locations where the notice is posted	<input type="checkbox"/>
4. Type the name and title of your Title VI Coordinator and attach a list of their Title VI duties Name/Title:	<input type="checkbox"/>
5. Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)	<input type="checkbox"/>
6. Title VI Complaint Form	<input type="checkbox"/>
7. List of transit-related Title VI investigations, complaints, and lawsuits (i.e., discrimination complaints log)	<input type="checkbox"/>
8. Public Participation Plan, including information about outreach methods to engage traditionally underserved constituencies (e.g., minorities, limited English proficient populations (LEP), low-income, disabled), as well as a summary of outreach efforts made since the last Title VI Program submission	<input type="checkbox"/>
9. Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance, which requires conducting four-factor analyses	<input type="checkbox"/>
10. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees	<input type="checkbox"/>
11. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program	<input type="checkbox"/>
12. A description of the procedures the agency uses to ensure nondiscriminatory administration of programs and services	<input type="checkbox"/>
13. If you pass through FTA funds to other organizations , include a description of how you monitor your subrecipients for compliance with Title VI, and a schedule for your subrecipients' Title VI Program submissions. ➤ No Subrecipients <input type="checkbox"/>	<input type="checkbox"/>
14. A Title VI equity analysis if you have constructed or conducted planning for a facility , such as a vehicle storage facility, maintenance facility, operation center, etc. ➤ No Facilities Planned or Constructed <input type="checkbox"/>	<input type="checkbox"/>
15. Copies of environmental justice assessments conducted for any construction projects during the past three years and, if needed based on the results, a description of the program or other measures used or planned to mitigate any identified adverse impact on the minority or low-income communities ➤ No Construction Projects <input type="checkbox"/>	<input type="checkbox"/>

Attachment 2

ORANGE PUBLIC TRANSPORTATION SERVICES
Notice of Public Meeting, 30-Day Public Comment and Period Public Hearing
For the Title VI Plan Update

Orange County Transportation Service is a recipient of Federal Transit Administration (FTA) funds from the North Carolina Department of Transportation (NCDOT). Orange County Transportation Service establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined within the FTA Certifications & Assurances, "Nondiscrimination Assurance." This document details the nondiscrimination program, policies, and practices administered by Orange County Transportation Service, and will be updated periodically to incorporate changes and additional responsibilities as they are made.

Presentation of the OCTS Title VI Plan Update and associated policies will be provided at a **public meeting** held by OCTS staff Friday, November 11, 2022, from 5:00 to 6:00 pm in Orange County Transportation Services Administration Building, 600 NC 86, Hillsborough, NC 27278. The public will have the opportunity to comment on the Title VI Update.

The updated plan will be available for review on the OCTS website (<http://www.co.orange.nc.us/transportation/>); in the administrative office located at 600 Highway 86 N, Hillsborough, NC, 27278 during the **30-day public comment period** starting Thursday, November 10, 2022, and ending Friday, December 9, 2022.

The Orange County Board of County Commissioners will consider action on the Title VI Plan, Tuesday, December 13, 2022, at 7:00pm at the Whitted Building located at 300 W. Tryon St, Hillsborough, NC 27278, at which time public will be given additional opportunity to comment on the Title VI Plan.

For further information on the plan or to submit comments, please contact Nishith Trivedi, Orange County Transportation Services Interim Director at (919)245-2007 or email at ntrivedi@orangecountync.gov.

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT**
Meeting Date: December 13, 2022

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

SUBJECT: Schools Adequate Public Facilities Ordinance (SAPFO) – Approval of Membership and Capacity Numbers

DEPARTMENT: Planning and Inspections

ATTACHMENT(S):

1. Orange County Schools and Chapel Hill-Carrboro City Schools: SAPFO Capacity Calculation and Change Request Form (Includes Student Membership) for Elementary, Middle, and High School Levels
2. Chart Depicting LOS, Capacity, Membership, and Membership Increases

INFORMATION CONTACT:

Cy Stober, Director, 919-245-2592
Ashley Moncado, Planner III, 919-245-2589

PURPOSE: To consider approval of November 15, 2022 membership and capacity numbers for both school districts (Orange County and Chapel Hill-Carrboro City Schools) which will be used in developing 10-year student membership projections and the 2023 SAPFO Technical Advisory Committee (SAPFOTAC) Report.

BACKGROUND: In accordance with the SAPFO MOUs (Memoranda of Understanding), the Board of County Commissioners shall approve the school districts' November 15th membership and capacity numbers within 15 school days after receiving the numbers from the school districts. Both Orange County Schools and Chapel Hill-Carrboro City Schools submitted their membership and capacity numbers in accordance with the MOUs. As per the MOUs, this step of the SAPFO process entails only the approval of the student membership and capacity numbers.

The SAPFOTAC, comprised of representatives of both school systems and the Planning Directors of the County and Towns, is tasked to produce an annual report for the governing boards of each SAPFO partner. The full annual SAPFOTAC report, which will include 10-Year student membership projections, will be completed in early 2023. The CAPS (Certificate of Adequate Public Schools) system is updated with actual membership and capacity figures after the BOCC approves the information submitted by the school districts.

The chart in Attachment 2 shows the Capacity and Membership for each school level in both school districts and the increase (or decrease) over the November 15, 2021 membership. It also shows the Allowable Maximum Level of Service (LOS), as was agreed upon as part of the SAPFO MOU process, and the Actual LOS based on November 15, 2022 membership numbers.

FINANCIAL IMPACT: There is no financial impact in approving the membership and capacity forms. Precise financial impacts in membership and capacity changes cannot be determined at

this time, but changes in projected growth in student membership for the next ten years are expected to result in changes in future operating and capital budget requests.

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

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

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

ENVIRONMENTAL IMPACT: There are no Orange County Environmental Responsibility Goal impacts applicable to this item.

RECOMMENDATION(S): The Manager recommends the Board approve the November 15, 2022 Membership and Capacity numbers as submitted by each school district.

Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form

School District: Chapel Hill-Carrboro City Schools
SAPFO CAPS Year: November 15, 2022 - November 14, 2023
Capacity and Membership Submittal Date: November 15, 2022

Elementary School	Square Feet	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Carrboro	60,832	533	518	518	518	518		484	93.4%
Ephesus	66,952	448	436	436	436	436		355	81.4%
Estes Hills	56,299	527	516	516	516	516		332	64.3%
FP Graham	66,689	538	522	522	522	522		513	98.3%
Glenwood	50,764	423	412	412	412	412		430	104.4%
McDougle	98,000	564	548	548	548	548		474	86.5%
Morris Grove	90,221	585	568	568	568	568		427	75.2%
Northside	99,500	585	568	568	568	568		373	65.7%
Rashkis	95,729	585	568	568	568	568		421	74.1%
Scroggs	90,980	575	558	558	558	558		379	67.9%
Seawell	52,896	466	450	450	450	450		469	104.2%
Total	828,862	5,829	5,664	5,664	5,664	5,664		4,657	82.2%

Special Note(s): 1. For the November 15, 2002 base year the Board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification:

Capacity and Membership Certification:

 11/8/22

Superintendent

Date

BOCC Chair

Date

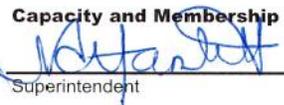
Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form

School District: Chapel Hill-Carrboro City Schools
 SAPFO CAPS Year: November 15, 2022 - November 14, 2023
 Capacity and Membership Submittal Date: November 15, 2022

Middle School	Square Feet	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Culbreth	122,467	774	774	774	774	774		658	85%
McDougle	136,221	732	732	732	732	732		756	103%
Phillips	109,498	706	706	706	706	706		614	87%
Smith	128,764	732	732	732	732	732		770	105%
Total	496,950	2,944	2,944	2,944	2,944	2,944		2,798	95.0%

Special Note(s): 1. For the November 15, 2002 base year the Board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification:

Capacity and Membership Certification:
 11/18/22
 Superintendent Date

 BOCC Chair Date

Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form

School District: Chapel Hill-Carrboro City Schools
 SAPFO CAPS Year: November 15, 2022 - November 14, 2023
 Capacity and Membership Submittal Date: November 15, 2022

High School	Square Feet	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Carrboro	148,023	800	800	800	800	800		864	108%
Chapel Hill	241,111	1,520	1,520	1,620	1,620	1,620		1,601	99%
East Chapel Hill	259,869	1,515	1,515	1,515	1,515	1,515		1,446	95%
Phoenix Acad.	5,207	40	40	40	40	40		39	98%
Total	654,210	3,875	3,875	3,975	3,975	3,975		3,950	99.4%

Special Note(s): 1. For the November 15, 2002 base year the Board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification:

Capacity and Membership Certification:

 Superintendent _____ Date 11/18/22

BOCC Chair _____ Date _____

Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form

School District: Orange County Schools

SAPFO CAPS Year: November 15, 2022 - November 14, 2023

Capacity and Membership Submittal Date: November 15, 2022

Elementary School	Square Feet	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
River Park	70,812	565	565	502	502	502		561	111.8%
Central	52,492	455	455	428	428	428		296	69.2%
Efland Cheeks	64,316	497	497	455	455	455		522	114.7%
Grady Brown	74,016	544	544	490	490	490		415	84.7%
Hillsborough	51,106	471	471	420	420	420		428	101.9%
New Hope	100,164	586	586	526	526	526		528	100.4%
Pathways	85,282	576	576	540	540	540		309	57.2%
Total	498,188	3,694	3,694	3,361	3,361	3,361		3,059	91.0%

Special Note(s): 1. For the November 15, 2002 base year the board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification:

Capacity and Membership Certification:

Monique Felder
Monique Felder (Nov 23, 2022 09:11 EST)

Nov 23, 2022

 Superintendent

 Date

 BOCC Chair

 Date

Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form

School District: Orange County Schools

SAPFO CAPS Year: November 15, 2022 - November 14, 2023

Capacity and Membership Submittal Date: November 15, 2022

Middle School	Square Feet	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
A.L. Stanback	136,000	740	740	740	740	740		644	87.0%
Orange Middle	107,620	726	726	726	726	726		524	72.2%
Gravelly Hill	123,000	700	700	700	700	700		430	61.4%
Total	366,620	2,166	2,166	2,166	2,166	2,166		1,598	73.8%

Special Note(s): 1. For the November 15, 2002 base year the board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification:

Capacity and Membership Certification:

Monique Felder
Monique Felder (Nov 23, 2022 03:11 EST)

Nov 23, 2022

Superintendent

Date

BOCC Chair

Date

Schools Adequate Public Facilities Ordinance (SAPFO) Capacity, Membership and Change Request Form

School District: Orange County Schools

SAPFO CAPS Year: November 15, 2022 - November 14, 2023

Capacity and Membership Submittal Date: November 15, 2022

High School	Square Feet	2018-2019 Requested Capacity	2019-2020 Requested Capacity	2020-2021 Requested Capacity	2021-2022 Requested Capacity	2022-2023 Requested Capacity	Justification Footnote #	Membership (referenced school year)	Percentage of Capacity/Level of Service
Cedar Ridge	256,900	1,000	1,000	1,000	1,500	1,500	*	1,111	74.1%
Orange	213,509	1,399	1,399	1,399	1,399	1,399		1,342	95.9%
Partnership	6,600	40	40	40	40	40		34	85.0%
Total	477,009	2,439	2,439	2,439	2,939	2,939		2,487	84.6%

Special Note(s): 1. For the November 15, 2002 base year the board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification: 2021-22 addition to Cedar Ridge added 50,000 square feet and 500 seats.

Capacity and Membership Certification:

Monique Felder

Monique Felder (Nov 23, 2022 03:11 EST)

Nov 23, 2022

Superintendent

Date

BOCC Chair

Date

Attachment 2

School LOS, Capacity, Membership, and Membership Increases

	<i>Chapel Hill/Carrboro School District</i>		<i>Orange County School District</i>	
	Allowable Maximum LOS (per MOU)	Actual 2022-23 LOS	Allowable Maximum LOS (per MOU)	Actual 2022-23 LOS
<i>Elementary</i>	105%	82.2%	105%	91.0%
<i>Middle</i>	107%	95.0%	107%	73.8%
<i>High</i>	110%	99.4%	110%	84.6%

	<i>Chapel Hill/Carrboro School District</i>					<i>Orange County School District</i>				
	Capacity At 100% LOS*	Capacity At MOU LOS Maximum*	Nov. 15 2022 Membership	Prior Year Membership	Change from Prior Year	Capacity At 100% LOS*	Capacity At MOU LOS Maximum*	Nov. 15 2022 Membership	Prior Year Membership	Change from Prior Year
<i>Elementary</i>	5,664	5,947	4,657	4,738	- 81	3,361	3,529	3,059	3,023	+ 36
<i>Middle</i>	2,944	3,150	2,798	2,802	- 4	2,166	2,318	1,598	1,656	- 58
<i>High</i>	3,975	4,373	3,950	3,940	+ 10	2,939	3,233	2,487	2,472	+ 15

* Class size ratio is 1:19 in grades K-3.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 13, 2022

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

SUBJECT: Correction to the Deed for the Emergency Medical Services (EMS) Efland Station, PIN #9844788137

DEPARTMENT: Asset Management Services

ATTACHMENT(S):

1. Map Showing Overlap

INFORMATION CONTACT:

Alan Dorman, Assistant Director of Asset Management Services, 919-245-2627
Steven Arndt, Director of Asset Management Services, 919-245-2658

PURPOSE: To approve a proposed correction to the deed for EMS Efland Station, PIN #9844788137, and authorize the County Attorney to prepare the necessary documents to record the correction.

BACKGROUND: The EMS Efland Station site comprises several parcels of property the County purchased to build the station. In preparing to combine the parcels into one property, an error was noted in the deed for PIN #9844788137, showing an overlap with an adjacent property, PIN #9844776873. The site map (Attachment 1) shows the area of overlap highlighted in red, constituting 2,774 square feet of land. As this portion of the property has no material effect on the project, staff's recommendation is to record a corrected deed to the benefit of the other property owner by adjusting the property lines on the County's parcel and eliminating the overlap. Once the corrected deed has been corrected, a recombination of the remaining County parcels can move forward.

FINANCIAL IMPACT: The only financial impact of this correction is the small recording fee for the new deed and the surveyor's cost.

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve the correction to the Deed for PIN #9844788137 and authorize the County Attorney to prepare the documents necessary to record the correction.

18 JAN

- NOTES**
- HORIZONTAL GROUND DISTANCES SHOWN.
 - THIS PROPERTY IS LOCATED IN THE NEUSE RIVER BASIN.
 - NO PORTION OF THE SUBJECT PROPERTY LIES IN A DESIGNATED FLOOD HAZARD ZONE AS DETERMINED BY F.E.M.A., SEE PANEL 57128400K DATED 11/17/15.
 - UNLESS NOTED OTHERWISE, ALL REFERENCES ARE ORANGE COUNTY.
 - AREAS BY THE CO-ORDINATE METHOD.
 - THIS SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT; HOWEVER, ENCUMBRANCES AFFECTING TITLE TO THE SUBJECT PROPERTY, MAY EXIST BUT ARE NOT NECESSARILY DEPICTED BY THIS SURVEY.
 - NO AC ORAL MONUMENTATION FOUND WITHIN 2000' OF SUBJECT PROPERTY.
 - NO FIELD SURVEY AFTER 2/7/16.

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

DATE OF CERTIFICATION: _____

BY: _____
ORANGE COUNTY LAND RECORDS



SURVEYOR'S CERTIFICATION

I, PHILIP W. RILEY, CERTIFY THAT THIS PLAN WAS DRAWN FROM MY SUPERVISION FROM AN ORIGINAL SURVEY MADE UNDER MY SUPERVISION BY FIELD IDENTIFICATION METHODS AS SET FORTH HEREON, THAT THE DIMENSIONS THEREON ARE TRUE, AND THAT THE INFORMATION FURNISHED IN THIS PLAN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE AREA OF THIS PLAN IS CALCULATED TO FIVE FIGURES, I.E. 43.43 AC AREAS.

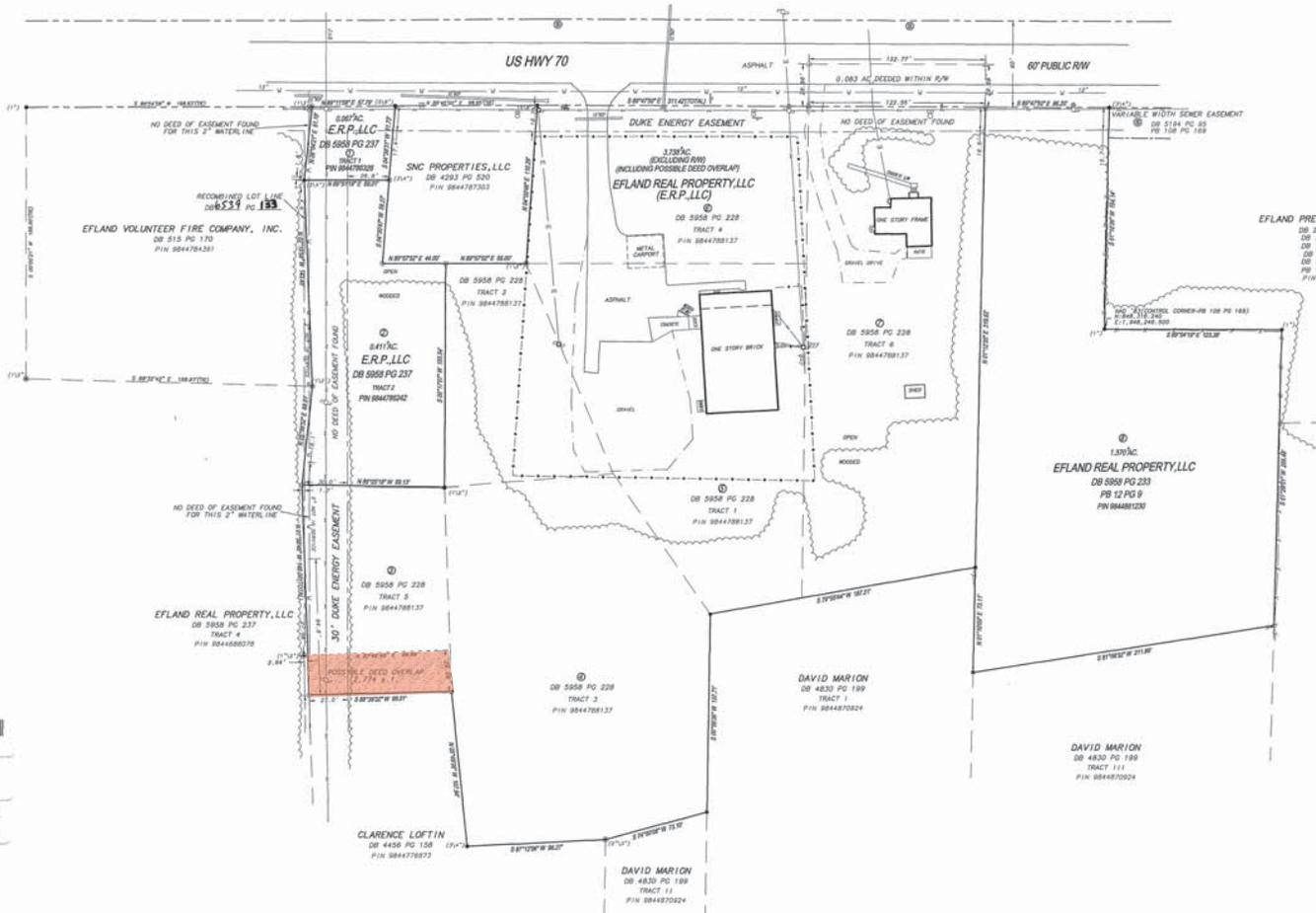
WITNESSE MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL, THIS 20th DAY OF OCTOBER, 2016.

PHILIP W. RILEY
SURVEYOR
SEAL L-3086
PHILIP W. RILEY

- I, PHILIP W. RILEY, P.L.S., L-3086, FURTHER CERTIFY TO ONE OR MORE OF THE FOLLOWING AS REQUESTED BY ME:
- THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OF SUBDIVISION THAT HAS AN ENCUMBRANCE THAT REGULATES PARCELS OF LAND.
 - THIS SURVEY IS A PARTITION OF A PORTION OF A COUNTY THAT REGULATES PARCELS OF LAND.
 - ANY ONE OF THE FOLLOWING:
 - THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND WE HAVE EXISTING EASEMENTS, EASES, AND/OR CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
 - THAT THE SURVEY IS OF AN EXISTING EASEMENT, EASE, OR A REMOVAL OF SUCH EASEMENT, OF NATURAL FEATURE, SUCH AS A RIVER OR STREAM.
 - THAT THE SURVEY IS A CORNER SURVEY.
 - THAT THE SURVEY IS OF A PROPERTY EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 8-33.
 - THIS SURVEY OF ANOTHER CATEGORY, SUCH AS THE ESTABLISHMENT OF EXISTING PARCELS, A COMPARATIVE SURVEY, OR OTHER EXCEPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.
 - THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO OBTAIN A STATEMENT OF TITLE TO THE BEST OF HIS OR HER PROFESSIONAL SKILL AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

FOR MULTIPLE PIN SHEET
SEE BOOK 0291 PAGE 132

- LEGEND**
- ANGLE IRON
 - EXISTING IRON ROD(SIZE)
 - PLANTED STONE
 - IRON PIPE SET(2/4")
 - EXISTING IRON PIPE(SIZE)
 - COMPUTED POINT
 - CLEAN OUT
 - LIGHT POLE
 - SIGN POST
 - UTILITY POLE
 - TELEPHONE PEDESTAL
 - WATER VALVE
 - ELECTRIC METER
 - WATER METER (ABANDONED)
 - WATER METER
 - SANITARY SEWER MANHOLE
 - REINFORCED CONCRETE PIPE
 - PIPE MAST
 - GAS METER
 - GUY WIRE
 - OVERHEAD ELECTRIC LINES
 - OVERHEAD UTILITY LINES(S)
 - CHAIN LINK FENCE
 - METAL FENCE
 - WIRE FENCE
 - ROOF LINE/OVERHANG
 - EDGE OF GRAVEL
 - PUBLIC ROAD RIGHT OF WAY LIMITS
 - LOT LINE PLATTED BY DEED - NOT SURVEYED
 - PROPERTY LINE
 - WATER LINE (APPROX. ONLY-NOT MARKED FOR SURVEY)
 - TREE LINE
 - DUKE ENERGY EASEMENT(CENTERED 15' BOTH SIDES OF POLES)



BOUNDARY & PHYSICAL SURVEY
PREPARED FOR
THE COUNTY OF ORANGE
PROPERTIES OF
EFLAND REAL PROPERTY, LLC
CHECKS TOWNSHIP, ORANGE COUNTY
NORTH CAROLINA

REVISED 10/19/16 TO ACCOMMODATE RECOMMENDED PROPERTY LINE, NEW LOT NUMBERS AND NOTE 3

SCALE 1"=40' SCALE 1"=100 FEET FEBRUARY 7, 2016

RILEY SURVEYING, P.A.
3326 DURHAM CHARLOTTE HILL BLVD, STE B-100
DURHAM, N.C. 27707
919-887-0262 C-581 rj@rileysurveying.com

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 13, 2022

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

SUBJECT: Approval of a License Agreement between Orange County and North State Communications Advanced Services, LLC of North Carolina

DEPARTMENT: Asset Management Services

ATTACHMENT(S):

1. Site Survey
2. License Agreement

INFORMATION CONTACT:

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

PURPOSE: To approve a License Agreement between Orange County (Licensor) and North State Communications Advanced Services, LLC of North Carolina (Licensee) to allow the Licensee to install a point-of-presence (“POP”) facility to house equipment necessary to operate Licensee’s fiber network on Orange County-owned property.

BACKGROUND: At the April 26, 2022 Board of County Commissioners’ Business Meeting, the Board approved a network development agreement with North State Communications Advanced Services, LLC to deploy broadband service to unserved locations in Orange County.

North State Communications Advanced Services, LLC is now in the process of planning and installing broadband infrastructure throughout targeted areas of the County. Earlier this year, North State contacted the County regarding the possibility of installing a small point-of-presence (“POP”) facility on County-owned property adjacent to the Orange Public Transportation Administration Building located at 600 Highway 86 North, Hillsborough, NC. The license agreement pertains to a 50’x50’ area of land behind the Transportation Building. A survey showing the property and the proposed site of the POP facility is provided at *Attachment 1*.

Upon the review and recommendation of the County Attorney’s Office, a license agreement has been developed to facilitate this request for the use of County property. A copy of the proposed license agreement is provided at *Attachment 2*.

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

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.

Approval of this license agreement will allow North State Communications Advanced Services, LLC to install broadband infrastructure necessary to deploy broadband service to unserved locations in Orange County.

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

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

- 1) Approve the attached License Agreement between Orange County and North State Communications Advanced Services, LLC of North Carolina; and
- 2) Authorize the County Manager to sign the License Agreement on behalf of the County upon final approval of the County Attorney's Office.

Attachment 1

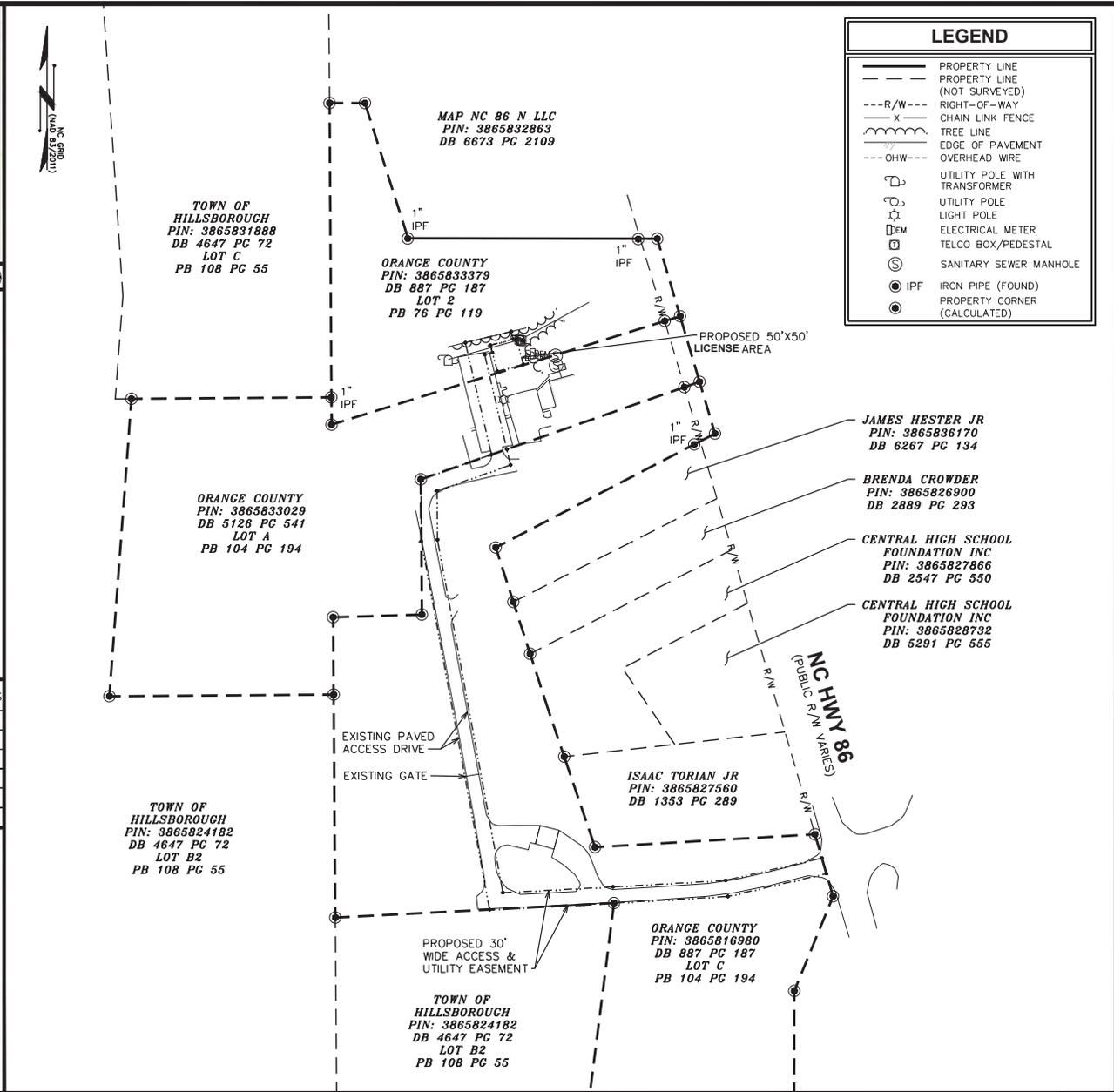


VICINITY MAP n.t.s.

NOTES
 1. BASIS OF THE BEARINGS AND COORDINATES IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (NAD 83/2011) BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON OCTOBER 25, 2022, TIED TO THE NATIONAL SPATIAL REFERENCE SYSTEM VIA CORS STATIONS, AND EXPRESSED IN US SURVEY FEET. ALL DISTANCES ARE NC GRID DISTANCES.
 2. AREA COMPUTED BY COORDINATE GEOMETRY
 3. DEED REFERENCE: DEED BOOK 887, PAGE 187
 4. PLAT REFERENCE: PLAT BOOK 76, PAGE 119
 5. PIN # 9865383379
 6. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, OR RESTRICTIONS NOT SHOWN AND IS NOT AN ALTA/NSPS LAND TITLE SURVEY.
 7. ALL PROPERTY OWNERSHIPS WERE TAKEN FROM CURRENT COUNTY TAX MAP RECORDS AND/OR RECORDED PLATS ONLY
 8. BY GRAPHIC DETERMINATION THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X", AREA DETERMINED TO BE OUTSIDE 0.2% CHANCE OF ANNUAL FLOOD BASED UPON FEMA COMMUNITY PANEL# 370986500I, EFFECTIVE FEBRUARY 02, 2007.
 9. PROPERTY OWNER INFORMATION:
 ORANGE COUNTY
 PO BOX 8181
 HILLSBOROUGH, NC 27278

REV	DATE	ISSUED FOR	INITIALS
0	11/10/2022	PRELIMINARY	DDS

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS (G.S. 47-30(n))



LEGEND

- PROPERTY LINE
- PROPERTY LINE (NOT SURVEYED)
- R/W--- RIGHT-OF-WAY
- X- CHAIN LINK FENCE
- TREE LINE
- EDGE OF PAVEMENT
- OHW--- OVERHEAD WIRE
- UTILITY POLE WITH TRANSFORMER
- UTILITY POLE
- LIGHT POLE
- DEM ELECTRICAL METER
- TELCO BOX/PEDESTAL
- SANITARY SEWER MANHOLE
- IPF IRON PIPE (FOUND)
- PROPERTY CORNER (CALCULATED)

TEP ENGINEERING, PLLC
 326 TRYON ROAD
 RALEIGH, NC 27603-3530
 (919) 661-6351
 COA # P-1403

SHEET #: 1 OF 3 | TEP #: 325124

SITE OVERVIEW

"PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES"

FOR REVIEW PURPOSES ONLY

PROJECT INFORMATION:
ORANGE COUNTY POP
 600 NC 86
 HILLSBOROUGH, NC 27278
 HILLSBOROUGH TOWNSHIP
 ORANGE COUNTY

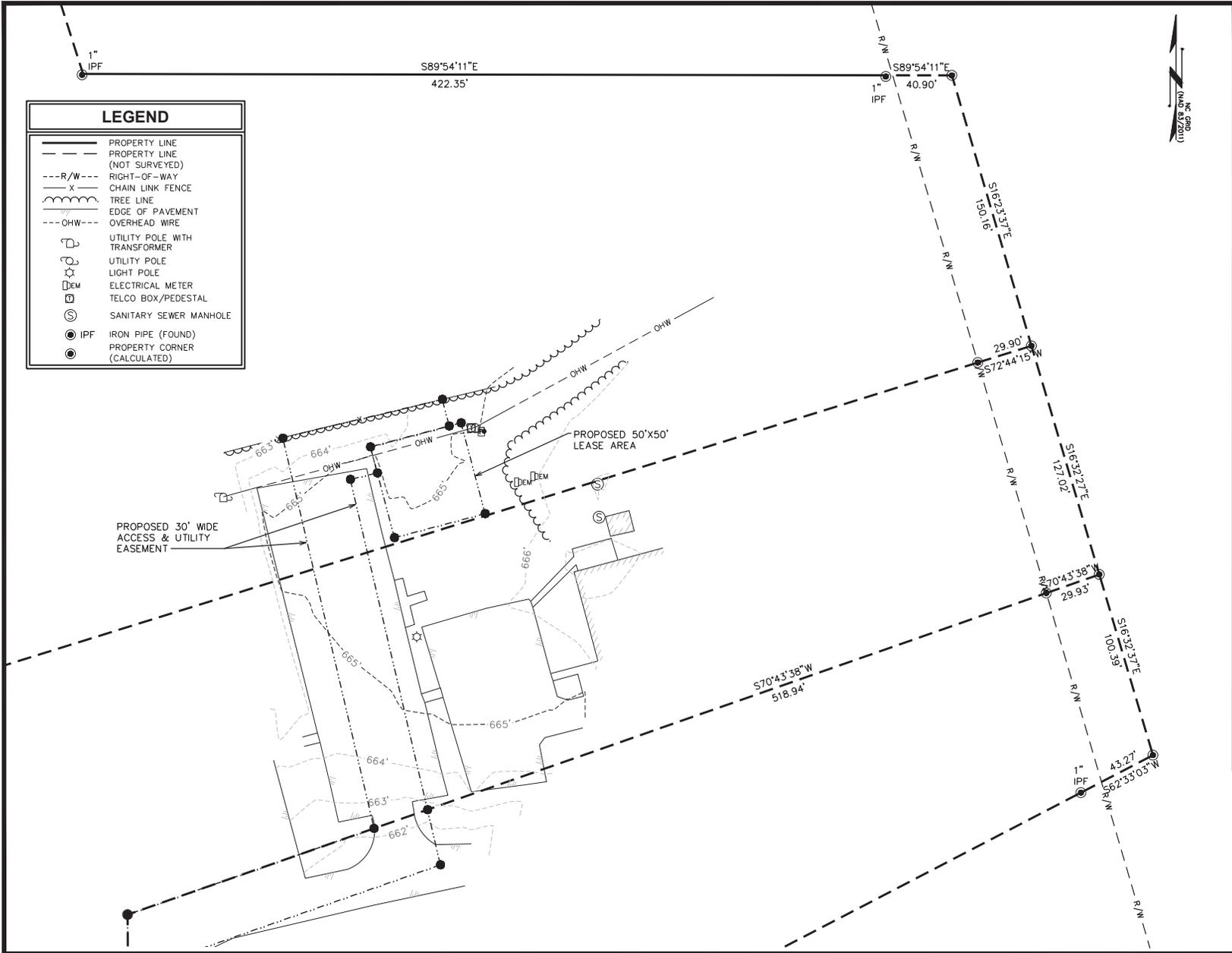
PROPOSED TELECOMMUNICATIONS SURVEY PREPARED FOR:

lumos
 (336) 900-0428

FIELD WORK PERFORMED ON: 10/25/22

0' 200' 400'

SCALE: 1" = 200'
 ORIGINAL MAP SIZE 11.00" X 17.00"



LEGEND	
	PROPERTY LINE
	PROPERTY LINE (NOT SURVEYED)
	RIGHT-OF-WAY
	CHAIN LINK FENCE
	TREE LINE
	EDGE OF PAVEMENT
	OVERHEAD WIRE
	UTILITY POLE WITH TRANSFORMER
	UTILITY POLE
	ELECTRICAL METER
	TELECO BOX/PEDESTAL
	SANITARY SEWER MANHOLE
	IRON PIPE (FOUND)
	PROPERTY CORNER (CALCULATED)

TEP ENGINEERING, PLLC
 326 TRYON ROAD
 RALEIGH, NC 27603-3530
 (919) 661-6351
 COA # P-1403

SHEET #: 2 OF 3 | TEP #: 325124

TOPOGRAPHIC SURVEY

"PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES"

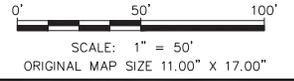
FOR REVIEW PURPOSES ONLY

PROJECT INFORMATION:
ORANGE COUNTY POP
 600 NC 86
 HILLSBOROUGH, NC 27278
 HILLSBOROUGH TOWNSHIP
 ORANGE COUNTY

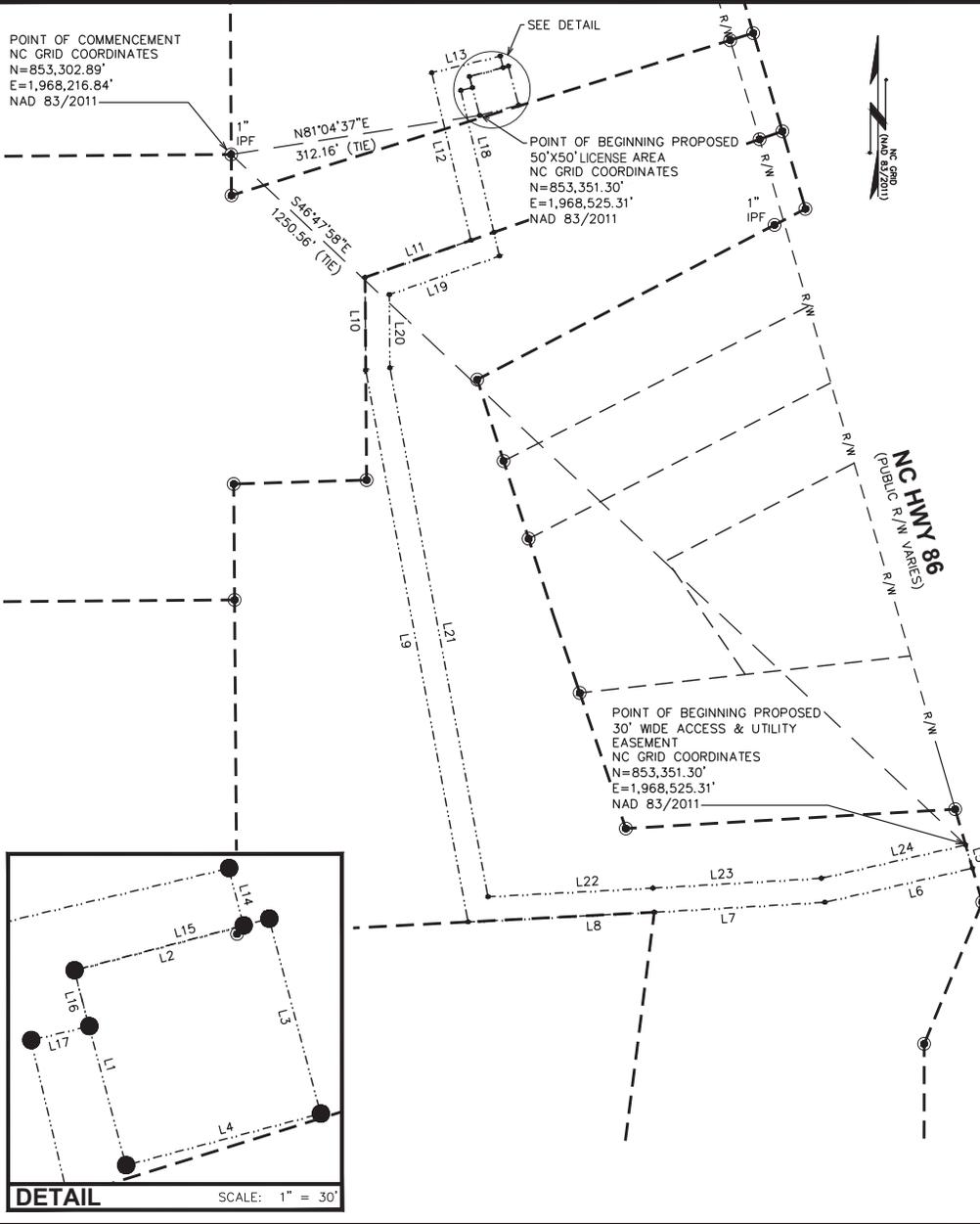
PROPOSED TELECOMMUNICATIONS SURVEY
 PREPARED FOR:

 (336) 900-0428

FIELD WORK PERFORMED ON: 10/25/22



REV	DATE	ISSUED FOR	INITIALS
0	11/10/2022	PRELIMINARY	DDS



LEGAL DESCRIPTION OF 50' X 50' LICENSE AREA

ALL THAT CERTAIN LICENSE AREA, SITUATED, LYING AND BEING IN HILLSBOROUGH TOWNSHIP, ORANGE COUNTY, NORTH CAROLINA, BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 887 AT PAGE 187 OF THE ORANGE COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE FOUND ON THE WESTERLY LINE OF THE LANDS DESCRIBED IN DEED BOOK 887, PAGE 187, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 853,302.89', AND EASTING = 1,968,216.84'; THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 81°04'37" EAST A DISTANCE OF 312.16 FEET TO A POINT ON THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 50' X 50' LICENSE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 853,351.30', AND EASTING = 1,968,525.31'; THENCE, FROM THE POINT OF BEGINNING, NORTH 14°49'50" WEST A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 75°10'10" EAST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 14°49'50" EAST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 75°10'10" WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID LICENSE AREA CONTAINING 2,500 SQUARE FEET OR 0.057 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF 30' ACCESS & UTILITY EASEMENT

ALL THAT CERTAIN EASEMENT AREA, SITUATED, LYING AND BEING IN HILLSBOROUGH TOWNSHIP, ORANGE COUNTY, NORTH CAROLINA, BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 887 AT PAGE 187 OF THE ORANGE COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE FOUND ON THE WESTERLY LINE OF THE LANDS DESCRIBED IN DEED BOOK 887, PAGE 187, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 853,302.89', AND EASTING = 1,968,216.84'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 46°47'58" EAST A DISTANCE OF 1,250.56 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF NC HIGHWAY 86, SAID POINT BEING THE TRUE POINT OF BEGINNING HAVING NORTH CAROLINA STATE PLANE COORDINATES OF: NORTHING = 852,446.80', AND EASTING = 1,969,128.54'; THENCE, FROM THE POINT OF BEGINNING AND WITH SAID WESTERLY RIGHT OF WAY, SOUTH 16°17'13" EAST A DISTANCE OF 30.05 FEET TO A POINT; THENCE, LEAVING SAID RIGHT OF WAY, SOUTH 76°59'29" WEST A DISTANCE OF 188.01 FEET TO A POINT; THENCE SOUTH 86°40'30" WEST A DISTANCE OF 212.06 FEET TO A POINT; THENCE SOUTH 87°00'28" WEST A DISTANCE OF 231.48 FEET TO A POINT; THENCE NORTH 10°30'48" WEST A DISTANCE OF 695.87 FEET TO A POINT; THENCE NORTH 00°26'45" WEST A DISTANCE OF 115.06 FEET TO A POINT; THENCE NORTH 70°43'38" EAST A DISTANCE OF 139.23 FEET TO A POINT; THENCE NORTH 13°10'17" WEST A DISTANCE OF 213.70 FEET TO A POINT; THENCE NORTH 76°30'46" EAST A DISTANCE OF 87.44 FEET TO A POINT; THENCE SOUTH 14°52'21" EAST A DISTANCE OF 14.66 FEET TO A POINT; THENCE SOUTH 75°10'10" WEST A DISTANCE OF 43.50 FEET TO A POINT; THENCE SOUTH 14°49'50" EAST A DISTANCE OF 14.33 FEET TO A POINT; THENCE SOUTH 76°30'46" WEST A DISTANCE OF 14.81 FEET TO A POINT; THENCE SOUTH 13°10'17" EAST A DISTANCE OF 210.83 FEET TO A POINT; THENCE SOUTH 70°43'38" WEST A DISTANCE OF 144.72 FEET TO A POINT; THENCE SOUTH 00°26'45" EAST A DISTANCE OF 90.95 FEET TO A POINT; THENCE SOUTH 10°30'48" EAST A DISTANCE OF 666.93 FEET TO A POINT; THENCE NORTH 87°00'28" EAST A DISTANCE OF 205.10 FEET TO A POINT; THENCE NORTH 86°40'30" EAST A DISTANCE OF 209.43 FEET TO A POINT; THENCE NORTH 76°59'39" EAST A DISTANCE OF 183.75 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT AREA CONTAINING 54,147.85 SQUARE FEET OR 1.243 ACRES MORE OR LESS.

LINE	BEARING	DISTANCE
L1	N14°49'50"W	50.00'
L2	N75°10'10"E	50.00'
L3	S14°49'50"E	50.00'
L4	S75°10'10"W	50.00'
L5	S16°17'13"E	30.05'
L6	S76°59'39"W	188.01'
L7	S86°40'30"W	212.06'
L8	S87°00'28"W	231.48'
L9	N10°30'48"W	695.87'
L10	N00°26'45"W	115.06'

LINE	BEARING	DISTANCE
L11	N70°43'38"E	139.23'
L12	N13°10'17"W	213.70'
L13	N76°30'46"E	87.44'
L14	S14°52'21"E	14.66'
L15	S75°10'10"W	43.50'
L16	S14°49'50"E	14.33'
L17	S76°30'46"W	14.81'
L18	S13°10'17"E	210.83'
L19	S70°43'38"W	144.72'
L20	S00°26'45"E	90.95'

LINE	BEARING	DISTANCE
L21	S10°30'48"E	666.93'
L22	N87°00'28"E	205.10'
L23	N86°40'30"E	209.43'
L24	N76°59'39"E	183.75'

TEP ENGINEERING, PLLC
326 TRYON ROAD
RALEIGH, NC 27603-3530
(919) 661-6351
COA # P-1403

SHEET #: 3 OF 3 | TEP #: 325124

LEGAL DESCRIPTIONS

"PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES"

FOR REVIEW PURPOSES ONLY

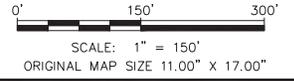
PROJECT INFORMATION:
ORANGE COUNTY POP

600 NC 86
HILLSBOROUGH, NC 27278
HILLSBOROUGH TOWNSHIP
ORANGE COUNTY

PROPOSED TELECOMMUNICATIONS SURVEY PREPARED FOR:

lumos
(336) 900-0428

FIELD WORK PERFORMED ON: 10/25/22



REV	DATE	ISSUED FOR	INITIALS
0	11/10/2022	PRELIMINARY	DDS

Attachment 2

North Carolina

Orange County

LICENSE AGREEMENT

This EQUIPMENT PLACEMENT AND MAINTENANCE LICENSE AGREEMENT ("License Agreement"), made this the ____ day of _____, 2022, by and between Orange County, a political subdivision of the State of North Carolina, whose address is 200 South Cameron Street, P.O. Box 8181, Hillsborough, NC 27278 (hereinafter "Licensor" or "County"), with, to, and for the benefit of North State Communications Advanced Services, LLC of the State of North Carolina, whose address is One Lumos Plaza, Waynesboro, VA 22980 (hereinafter "Licensee").

WITNESSETH:

For good and valuable consideration, and subject to the terms and conditions hereinafter set forth, the Licensor does hereby license unto the Licensee and Licensee does hereby accept the limited use of and access to Licensor's property identified by PIN 3865833379, 3865833029, 3865816980 (the "Property") as set forth herein.

Licensee desires, and Licensor authorizes Licensee, its agents and contractors, to install a point-of-presence to house equipment necessary to operate Licensee's fiber network ("POP") on the Licensor's Property as shown on Exhibit 1, attached hereto and described as follows:

Exhibit 1 contains a metes and bounds description of the area to be utilized. Areas of ingress and egress to the area shall be under the sole control of the Licensor, and Licensee shall be directed as to those areas which shall be utilized for ingress and egress, which shall not be unreasonably denied.

Upon the 91st day following the termination of this license, any easements shown on attachments shall be deemed terminated and extinguished.

1. Point-of-Presence ("POP")

Licensee and its agents and contractors shall be responsible for maintaining the POP as nearly as possible in its current condition and location except as noted in section (d) below.

In consideration of the foregoing and subject to the terms and conditions described herein, the Licensor does hereby grant unto the Licensee the right and privilege and license over, upon, and through the Property to construct, install, re-construct, maintain, repair, modify, or remove the POP and maintain the POP as nearly as possible in its current condition at the location noted above together with a right and license to go upon the Property whenever the same is reasonably necessary for the purposes of constructing, inspecting, maintaining, and repairing said POP.

IT IS UNDERSTOOD AND AGREED by the parties that:

- a. Said License shall commence on the date first above recorded and will continue until such time as it is terminated pursuant to the terms of this License Agreement.
- b. The execution and delivery of this License Agreement by the Licensor and its acceptance by the Licensee shall not obligate the Licensee to construct or re-construct the POP.
- c. Licensee shall utilize the licensed area for the limited purpose of constructing and maintaining the POP as noted herein. Ownership of the POP shall remain with the licensee.
- d. The Licensor shall in all other respects remain the fee owners of the Property and areas subject to this License Agreement, and may make all lawful uses of the Property not inconsistent with the License.
- e. The Licensor shall not be held responsible for any construction, reconstruction, or maintenance of the POP unless such authority is released to it by the Licensee and Licensor agrees in writing to such release.
- f. The Licensee shall not perform any sub-grade maintenance or modification to the POP without prior written authorization from the Licensor.
- g. In the event the Licensee fails to install the POP within one (1) year of the date of this License Agreement or fails to maintain POP in its condition and location as described in Exhibit 1 and Licensor or its successors, heirs, or assigns notifies the Licensee in writing of such failure and the Licensee does not cure such failure to construct or perform necessary maintenance within thirty (30) days of receipt of written notice, such failure will result in termination of the License Agreement immediately upon the expiration of the thirty (30) day cure period, and Licensor or its successors, heirs, or assigns may take possession of and remove the POP from the Property.
- h. Licensee shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is hereby incorporated by reference and may be viewed at:

http://www.orangecountync.gov/departments/purchasing_division/contracts.php

Licensee shall not commence work until evidence of such insurance, with Orange County named as an additional insured for general liability, has been received and reviewed by the County's Risk Manager.

- i. Licensee agrees, without limitation, to defend, indemnify, and hold harmless Licensor from all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or damage to or destruction of any property caused in whole or in part by any negligent or intentional act or omission on the part of the Licensee or its agents or contractors related to the installation, use, operation, or access to the POP.
- j. The license granted herein is for the benefit of the Licensee and shall not be transferred, assigned, or otherwise conveyed by the Licensee; and that Licensor or its successors, heirs, or assigns may re-enter and take possession of the POP in the event the Licensee so transfers, assigns, or conveys the POP.
- k. Licensor, at Licensor's option, may terminate this License Agreement upon six (6) months notice to Licensee. Should Licensor exercise this option Licensor shall endeavor to provide other areas situated as near as possible to the location of the POP as contemplated by this License Agreement for the installation of the Licensee's POP.

This License Agreement may be otherwise terminated by mutual agreement of the Licensee and Licensor.

- l. Licensor covenants with Licensee that Licensor is seized of the premises in fee simple, has the right to convey the rights, privileges, and license which are granted herein, and that title is free and clear of all liens and encumbrances which may affect the said rights, privileges, and license contained herein.
- m. The term of this License Agreement shall be five (5) years. The License Agreement may be renewed upon mutual written agreement of the parties.
- n. Both parties agree this License Agreement shall be governed by the laws of the State of North Carolina and Orange County. Licensee shall at all times remain in compliance with all applicable local, state, and federal laws, rules and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at:

http://www.orangecountync.gov/departments/purchasing_division/contracts.php).

Any violation of this requirement is a breach of this License Agreement and Licensor may immediately terminate this Agreement without further obligation on the part of the Licensor. This paragraph is not intended to limit and does not limit the definition of breach to discrimination.

- o. Upon the natural expiration or upon termination of this License Agreement any and all structures and fixtures constructed or installed on the Property shall be removed within 90 days of the expiration or termination and the Property returned to substantially the same condition as existed prior to the entry into this License Agreement. Removal shall not be required if the Licensor and Licensee agree in writing to transfer ownership of such structures and fixtures.

- p. By executing this License Agreement Licensee certifies that Licensee has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this License Agreement, Licensee certifies that Licensee has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81. By executing this License Agreement Licensee affirms Licensee is and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes.

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

To the Licensor:

Orange County
 County Manager
 P.O. Box 8181
 Hillsborough, NC 27278

To the Licensee:

North State Communications Advanced Services
 Attn: Chief Network Officer
 One Lumos Plaza
 Waynesboro, VA 22980
 With a copy to the attention of General Counsel
 At the same address.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LICENSOR

By: _____

LICENSEE

By: _____

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 13, 2022

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

SUBJECT: Change in BOCC Meeting Schedule for 2023

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):

Revised Text Calendar
Revised Color Calendar

INFORMATION CONTACT:

Laura Jensen, Clerk to the Board, 919-
245-2130

PURPOSE: To consider changes to the Board of Commissioners' meeting calendar for 2023.

BACKGROUND: Pursuant to North Carolina General Statute 153A-40, the Board of County Commissioners must fix the time and place of its meetings or provide a notice of any change in the Meeting Schedule.

It is proposed that the BOCC Retreat scheduled for January 20, 2023 be rescheduled to February 24, 2023. The meeting will be held at the Solid Waste Management Facility in Chapel Hill and will begin at 9:00 a.m. There are no other proposed changes to the Board of Commissioners' 2023 meeting calendar.

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

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

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

RECOMMENDATION(S): The Manager recommends the Board amend its meeting calendar for 2023 and move the BOCC Retreat originally scheduled for January 20, 2023 to February 24, 2023, and to hold the meeting at the Solid Waste Management Facility in Chapel Hill.

APPROVED
ORANGE COUNTY BOARD OF COMMISSIONERS
MEETING CALENDAR FOR YEAR 2023

NOTE: All meetings will begin at 7:00 pm unless otherwise indicated

January 17	BOCC Business Meeting	Whitted Building – Hillsborough
January 24	Assembly of Governments	Whitted Building – Hillsborough
February 1-3	NCCCMA Winter Seminar	Winston-Salem, NC
February 7	BOCC Business Meeting	Whitted Building – Hillsborough
February 11-15	NACO Legislative Conference	Washington, D.C.
February 16	BOCC Work Session	Whitted Building – Hillsborough
February 21	BOCC Business Meeting	Whitted Building – Hillsborough
February 24	BOCC Retreat 9 am – 4 pm	Solid Waste Management Facility – Chapel Hill
February 27	Legislative Breakfast Meeting (8:30am)	Solid Waste Management Facility – Chapel Hill
March 7	BOCC Business Meeting	Whitted Building – Hillsborough
March 9	BOCC Joint Meeting with School Boards	Whitted Building – Hillsborough
March 14	BOCC Work Session	Whitted Building – Hillsborough
March 21	BOCC Business Meeting	Whitted Building – Hillsborough
April 4	BOCC Business Meeting	Whitted Building – Hillsborough
April 11	Budget Work Session – CIP	Whitted Building – Hillsborough
April 18	BOCC Business Meeting	Whitted Building – Hillsborough
April 27	BOCC Joint Meeting with School Boards / Work Session	Whitted Building – Hillsborough
May 2	BOCC Business Meeting	Whitted Building – Hillsborough
May 9	BOCC Budget Public Hearing / Work Session	Whitted Building – Hillsborough
May 11	BOCC Budget Work Session	Whitted Building – Hillsborough
May 16	BOCC Business Meeting	Whitted Building – Hillsborough
May 18	BOCC Budget Work Session	Whitted Building – Hillsborough
May 23	BOCC Budget Work Session	Whitted Building – Hillsborough
June 1	BOCC Budget Public Hearing / Work Session	Whitted Building – Hillsborough
June 6	BOCC Business Meeting	Whitted Building – Hillsborough
June 8	BOCC Budget Work Session	Whitted Building – Hillsborough
June 12	Manager, Clerk, & Attorney Evaluations Closed Session	Whitted Building – Hillsborough
June 20	BOCC Business Meeting	Whitted Building – Hillsborough
June 22-24	NCCCMA Summer Seminar	Wilmington, NC

Revised 12/13/22

July 20-23	NACo Conference	Travis County, Texas
August 10-12	NCACC Conference	Location to be determined
September 5	BOCC Business Meeting	Whitted Building – Hillsborough
September 12	BOCC Work Session	Southern Human Services Center – Chapel Hill
September 19	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
September 26	Joint Meeting with School Boards	Whitted Building – Hillsborough
October 3	BOCC Business Meeting	Whitted Building – Hillsborough
October 10	Joint Meeting with Fire Departments / Work Session	Whitted Building – Hillsborough
October 17	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
November 2	BOCC Business Meeting	Whitted Building – Hillsborough
November 9	BOCC Work Session	Southern Human Services Center – Chapel Hill
November 14	BOCC Business Meeting	Southern Human Services Center – Chapel Hill
December 4	BOCC Business Meeting (Organizational Meeting)	Whitted Building – Hillsborough
December 12	BOCC Business Meeting	Southern Human Services Center – Chapel Hill

Southern Human Services Center, 2501 Homestead Rd., Chapel Hill

Whitted Building, 300 West Tryon Street, Hillsborough, N.C.

Solid Waste Management Facility, 1207 Eubanks Rd., Chapel Hill

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	W17	18	19	20	21
22	23	W24	25	26	27	28
29	30	31				
24th 7 pm Assembly of Governments						

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	W7	8	9	10	11
12	13	14	15	W16	17	18
19	20	W21	22	23	SW24	25
26	SW27	28				
1-3 NCCCM Winter Seminar - Winston Salem						
11-15 NACo Legislative Conf - Washington, DC						
16th 7 pm Work Session						
24th 9 am - 4 pm Retreat Location						
27th 8:30 am Legislative Breakfast						

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	W7	8	W9	10	11
12	13	W14	15	16	17	18
19	20	W21	22	23	24	25
26	27	28	29	30	31	
9th 7 pm Joint Mtg with School Boards						
14th 7 pm Work Session						

April						
S	M	T	W	T	F	S
						1
2	3	W4	5	6	7	8
9	10	W11	12	13	14	15
16	17	W18	19	20	21	22
23	24	25	W27	28	29	
30						
11th 7 pm Budget Work Session - CIP						
27th 7 pm Joint Mtg with School Boards/ Work Session						

May						
S	M	T	W	T	F	S
	1	W2	3	4	5	6
7	8	W9	10	W11	12	13
14	15	W16	17	W18	19	20
21	22	W23	24	25	26	27
28	29	30	31			
9th 7 pm Budg Pub Hrg / Work Session						
11th 7 pm Budget Work Session						
18th 7 pm Budget Work Session						
23rd 7 pm Budget Work Session						

June						
S	M	T	W	T	F	S
				W1	2	3
4	5	W6	7	W8	9	10
11	W12	13	14	15	16	17
18	19	W20	21	22	23	24
25	26	27	28	29	30	
1st 7 pm Budg Pub Hrg / Work Session						
8th 7 pm Budget Work Session						
12th 7 pm Staff Eval Closed Session						
22-24 NCCCM Summer Seminar - Wilmington						

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
20-23 NACo Conference - Travis Co., TX						

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
10-12 NCACC Conference Location TBD						

September						
S	M	T	W	T	F	S
						1
2						
3	4	W5	6	7	8	9
10	11	S12	13	14	15	16
17	18	S19	20	21	22	23
24	25	W26	27	28	29	30
12th 7 pm Work Session						
26th 7 pm Joint Mtg with School Boards						

October						
S	M	T	W	T	F	S
1	2	W3	4	5	6	7
8	9	W10	11	12	13	14
15	16	S17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
10th 7 pm Joint Mtg with Fire Departments/ Work Session						

November						
S	M	T	W	T	F	S
			1	W2	3	4
5	6	Elec7	8	S9	10	11
12	13	S14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
9th 7 pm Work Session						

December						
S	M	T	W	T	F	S
						1
2						
3	W4	5	6	7	8	9
10	11	S12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Holidays	
BOCC Business Meetings	19
Work Sessions	8
Budget Work Sessions	5
Budget Public Hearings	2
School Boards	3
Staff Eval Closed Session	1
Assembly of Governments	1
Legislative Breakfast	1
Retreat	1
Fire Departments	1

- W Whitted Building
- S Southern Human Serv Ctr
- SW Solid Waste Management Facility

38 Meeting days
 4 Two meetings same day
42 Total Meetings

Total Meetings 42

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT**
Meeting Date: December 13, 2022

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

SUBJECT: Authorization for the Clerk to Proceed with Notification Regarding Potential Removal of an Appointee from the Orange County Housing Authority Board

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):
NCGS 157-8 and 157-34

INFORMATION CONTACT:
Clerk's Office, 919-245-2130

PURPOSE: To authorize the Clerk to the Board to proceed with notification of charges regarding the potential removal of an appointee from the Orange County Housing Authority Board (OCHA Board).

BACKGROUND: Tammy Jacobs was first appointed to serve as a member of the OCHA Board on October 1, 2013 and her current term expires June 30, 2024. Ms. Jacobs has not attended any scheduled meetings during 2022, and has not responded to staff's attempts to contact her by email or telephone.

North Carolina General Statute (NCGS) 157-34 gives the Board of Commissioners the authority to remove Housing Authority members for inefficiency or neglect of duty, but only after a copy of the charges against the member has been provided to them at least fifteen (15) days before removal, and the member has had an opportunity for their defenses to be heard in person by the Board of Commissioners.

It is requested that the Board authorize the Clerk to the Board to send the proper notice to Ms. Jacobs. If approved, the Clerk will send notification to Ms. Jacobs before the end of December 2022, and staff would schedule an agenda item on potential removal action at the Board's January 17, 2023 Business meeting.

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

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

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

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

RECOMMENDATION(S): The Manager recommends the Board authorize the Clerk to the Board to proceed with the notification of charges regarding the potential removal of Tammy Jacobs as an appointee to the Orange County Housing Authority Board.

§ 157-8. Removal of commissioners.

The mayor may remove a commissioner for inefficiency or neglect of duty or misconduct in office, but only after the commissioner shall have been given a copy of the charges against him (which may be made by the mayor) at least 10 days prior to the hearing thereon and had an opportunity to be heard in person or by counsel.

Any obligee of the authority may file with the mayor written charges that the authority is violating willfully any law of the State or any term, provision or covenant in any contract to which the authority is a party. The mayor shall give each of the commissioners a copy of such charges at least 10 days prior to the hearing thereon and an opportunity to be heard in person or by counsel and shall within 15 days after receipt of such charges remove any commissioners of the authority who shall have been found to have acquiesced in any such willful violation.

A commissioner shall be deemed to have acquiesced in a willful violation by the authority of a law of this State or of any term, provision or covenant contained in a contract to which the authority is a party, if, before a hearing is held on the charges against him, he shall not have filed a written statement with the authority of his objections to, or lack of participation in, such violation.

In the event of the removal of any commissioner, the mayor shall file in the office of the city clerk a record of the proceedings together with the charges made against the commissioners and the findings thereon. (1935, c. 456, s. 8.)

§ 157-34. Commissioners and powers of authority for a county.

The commissioners of a housing authority created for a county may be appointed and removed by the board of county commissioners of the county in the same manner as the commissioners of a housing authority created for a city may be appointed and removed by the mayor; provided, that the board of county commissioners may determine in the case of any authority for its county that the board of county commissioners itself shall constitute and act ex officio as the authority. The board of county commissioners may at any time by resolution or ordinance increase or decrease the membership of an authority, within the limitations prescribed in G.S. 157-33. Except as otherwise provided herein, each housing authority created for a county and the commissioners thereof shall have the same functions, rights, powers, duties and limitations provided for housing authorities created for cities and the commissioners of such housing authorities: Provided, that for such purposes the term "mayor" or "council" as used in the housing authorities law and any amendments thereto shall be construed as meaning "board of county commissioners," the term "city clerk" as used therein shall be construed as meaning "clerk of the board of county commissioners" and the term "city" as used therein shall be construed as meaning "county" unless a different meaning clearly appears from the context: Provided, further, that a housing authority created for a county shall not be subject to the limitations provided in subdivision (4) of G.S. 157-29 of the housing authorities law with respect to housing projects for farmers of low income. (1941, c. 78, s. 4; 1969, c. 785, s. 2; 1981, c. 21, s. 2.)

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 13, 2022

**Action Agenda
Item No. 11-a**

SUBJECT: Schools Safety Task Force – Appointments Discussion

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):

Applicant Summary Sheet
Applications of Applicants
Blank Membership Roster
Applicant Interest List

INFORMATION CONTACT:

Clerk's Office, 919-245-2130

PURPOSE: To discuss and approve initial appointments to the non-designated positions on the Schools Safety Task Force.

BACKGROUND: The charge and composition of the Schools Safety Task Force were established at the Board's November 15, 2022 Business Meeting. The Task Force is charged to:

- 1) Discuss ways in which the Orange County government, schools, law enforcement, and community can enhance the safety of the school environment to protect from external threats and promote the education of Orange County K-12 public school students; and
- 2) Recommend to the Board of County Commissioners new or amended policies, ordinances, and/or practices that will address those external threats and provide a safer school environment for our students.

The Board of County Commissioners previously selected Commissioners Jean Hamilton and Earl McKee to serve on the Task Force, and the Board appoints four (4) community members.

The following positions are presented for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
BOCC Appointment	Resident – CHCCS District	Partial Term	06/30/2023
BOCC Appointment	Resident – CHCCS District	Partial Term	06/30/2023
BOCC Appointment	Resident – OCS District	Partial Term	06/30/2023
BOCC Appointment	Resident – OCS District	Partial Term	06/30/2023

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

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

- **GOAL: ENABLE FULL CIVIC PARTICIPATION**

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

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

RECOMMENDATION(S): The Manager recommends that the Board discuss and approve appointments to the Schools Safety Task Force.

Schools Safety Task Force Applicants						
Name	Member or Applicant?	Gender Identity	Race/Ethnic Background	Age Range	School System	Also Serves on
Ari Schein	Applicant	Male	White	35-59	CHCCS	
Cassie Rice	Applicant	Female	White	35-59	CHCCS	
Diana Garrett	Applicant	Female	White	60+	OCS	
Julian Marshall	Applicant	Male	White	60+	OCS	Orange County Planning Board & OUTBoard
Kate O'Boyle	Applicant	Female	White	60+	OCS	
Ken Morgan	Applicant	Male	White	60+	OCS	
Richard Bradford	Applicant	Male	White	60+	OCS	

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr Richard Bradford
Name Called:
Home Address: 215 N. Occonechee St.
 Hillsborough NC 2778
Phone: 919-428-3822
Email: rb16565@icloud.com
Year of OC Residence: 1981
Township of Residence: Hillsborough
Zone of Residence: Hillsborough Town Limits
Gender Identity: Male
Ethnic Background: White
Age Range: 60+

Community Activities/Organizational Memberships:

Volunteer Mentor at the Exchange Club s Family Center in Alamance

Past Service on Orange County Advisory Boards:

None. I served on the Hillsborough Planning Board and Board of Adjustment in the mid 1990 s.

Boards/Commissions applied for:

Orange County Schools Safety Task Force

Background, education and experience relevant to this board:

I retired as a Special Deputy Attorney General from the NC Attorney General s office in Nov 2021. In that capacity, I represented the NC 911 Board for 20 years. I have substantive knowledge of the legislative history and practical application of some aspects of school safety including the panic button, Center for Safer Schools, and school data used in planning incident responses. I led a committee at the request of Jessica Rosenworcel, FCC Chairwoman, in 2021 focusing on 911 funding.

Reasons for wanting to serve on this board:

My background provides unique knowledge relevant to the task force. Beyond that, I would like to assist to ensure that our children have a safe environment for all school activities. I do not have children or relatives currently enrolled in Orange County Schools. My daughter was in the first graduating class at Cedar Ridge HS.

Contribution to the diversity of viewpoints on this board:

As an attorney with significant experience in public meetings, I have abilities to listen and assist in distilling conversations, ideas and principles into actionable plans. Active listening is key to welcoming diversity and that is a skill, and personal characteristic, that I endeavor to demonstrate.

Conflict of Interest:

Boards/Commissions appointments:

Other Comments:

OCS District

This application was current on: 12/1/2022 8:04:20 AM

Date Printed: 12/5/2022

Volunteer Application Orange County Advisory Boards and Commissions

Name: Diana Garrett
Name Called:
Home Address: 320 US 70A
 Hillsborough NC 27278
Phone: 919-357-1501
Email: dgarrett922@gmail.com

Year of OC Residence: 1971

Township of Residence: Hillsborough
Zone of Residence: Hillsborough ETJ

Gender Identity: Female

Ethnic Background: White

Age Range: 60+

Community Activities/Organizational Memberships:

UNC Volunteer
 NCOTA (North Carolina Occupational Therapy Association)

Past Service on Orange County Advisory Boards:

None

Boards/Commissions applied for:

Orange County Schools Safety Task Force

Background, education and experience relevant to this board:

I have worked in the school system, Pre-K through college, for more than 30 years. My experience includes: Owner & director of a private preschool, private school teacher and lastly for school based Occupational Therapy in Orange Co. & Durham Co. Public schools; While serving students at a charter school in Orange Co. I served with the team to address the protocol for Active Shooter response.

Reasons for wanting to serve on this board:

I am now retired and would like to give my time and share my relevant experiences for school safety.

Contribution to the diversity of viewpoints on this board:

I am able to share my experiences from the perspective of the children, parents and teachers. I have worked in the school system for the past 30 years. Areas included both the general population of children as well as those with disabilities. I regularly attended meetings with administration, parents, teachers and all other relevant disciplines to support the success of children in school.

Conflict of Interest:

Boards/Commissions appointments:

Other Comments:

OCS District

This application was current on: 11/28/2022 5:49:58 AM

Date Printed: 12/5/2022

Volunteer Application Orange County Advisory Boards and Commissions

Name: Julian Marshall
Name Called:
Home Address: 3826 Riders Trail
 Hillsborough NC 27278
Phone: 919-929-5706
Email: pickardmountain@mindspring.com
Year of OC Residence: 1972
Township of Residence: Bingham
Zone of Residence: County
Gender Identity: Male
Ethnic Background: White
Age Range: 60+

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Currently serving on the Orange County Planning Board and OUT Board.

Boards/Commissions applied for:

Orange Water & Sewer Authority Board of Directors

Background, education and experience relevant to this board:

My 9 1/2 years on the Carrboro Board of Aldermen provided me with a familiarity with issues dealt with by OWASA Board.

Reasons for wanting to serve on this board:

It is important for OWASA to follow the directives of the governing boards in Orange County. I feel I can clearly communicate those.

Contribution to the diversity of viewpoints on this board:

Conflict of Interest:

Orange County Schools Safety Task Force

Background, education and experience relevant to this board:

Principal of Carrboro Elementary School for 27 Years

Reasons for wanting to serve on this board:

I would hope to bring the perspective of building administrators to the discussion

Contribution to the diversity of viewpoints on this board:

I would hope to bring the perspective of building administrators to the discussion

Conflict of Interest:

Boards/Commissions appointments:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMENT)**Application Date:** 1/23/2017**Background, education and experience relevant to this board:**

I attended Duke, Elon and UNC. I have a BA in History and a Masters of Arts in Teaching (MAT). I worked for 30 years in the Chapel Hill-Carrboro City Schools, 27 as principal of Carrboro Elementary.

I served as chair of the Carrboro Year 2000 Task and

Reasons for wanting to serve on this board:

I have a strong interest and experience in citizen participation in the affairs of the community and with my background on the Board of Alderman have a particular interest and experience in guiding development. I would like to offer myself as a resource.

Conflict of Interest:

No

Orange Unified Transportation Board**Application Date:** 9/24/2018**Background, education and experience relevant to this board:**

I was principal of Carrboro Elementary School for 27 years, and worked for the Chapel Hill-Carrboro City Schools for 30 years. I was on the Board of Aldermen in Carrboro for 9 years and served on various committees including the Orange County Visitors Board.

Reasons for wanting to serve on this board:**Conflict of Interest:****Other Comments:**

OCS District

STAFF COMMENTS: Originally applied to the Unified Transportation Advisory Committee 7/28/2005. Originally applied for O.C. Planning Board 5/22/2008. UPDATED APPLICATION 10-25-2010 FOR PLANNING BOARD. UPDATED APPLICATION 02/13/2012 FOR PLANNING BOARD. ADDRESS VERIFICATION: 3826 Riders Trail is in Bingham Township in Orange County. NEW APPLICATION 05/17/2012 TO SERVE ON OWASA BOARD. As an active citizen of Orange County I have followed the activities of the OWASA Board since its inception even attending the closing of the dam on Cane Creek. I feel I am somewhat familiar with many of the issues the Board would be considering. I would hope I could make a contribution by representing the BOCC on the OWASA Board.

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr Ken Morgan
Name Called:
Home Address: 2720 Buckboard Dr.
Hillsborough NC 27278
Phone: 919-218-8596
Email: ken@gkmorgan.com
Year of OC Residence: 1982
Township of Residence: Eno
Zone of Residence: County
Gender Identity: Male
Ethnic Background: White
Age Range: 60+

Community Activities/Organizational Memberships:

Chapel Hill Rotary Club Volunteer at Orange Co Sheriff's Office

Past Service on Orange County Advisory Boards:

Orange County Personnel Advisory Committee (past)

Boards/Commissions applied for:**Board of Social Services****Background, education and experience relevant to this board:**

M.Ed, Adult Education
40 years experience as nonprofit, association executive
knowledge of social services

Reasons for wanting to serve on this board:

willingness to volunteer to serve the county

Contribution to the diversity of viewpoints on this board:

background and experience. willingness to learn more about services provided by the county.

Conflict of Interest:

no

Board of Health**Background, education and experience relevant to this board:**

M.Ed, Adult Education
40 years experience as nonprofit, association executive
knowledge of social services

Reasons for wanting to serve on this board:

willingness to volunteer to serve the county

Contribution to the diversity of viewpoints on this board:

non health care professional but knowledge of health care issues.

Conflict of Interest:

no

Orange County Schools Safety Task Force**Background, education and experience relevant to this board:**

Former EMT, volunteer at Sheriff's Office M.Ed. Degree longtime resident of Orange County

Reasons for wanting to serve on this board:

Willing to serve and interested in safety in schools

Contribution to the diversity of viewpoints on this board:

past experience understanding of importance of school safety commitment by county leadership

Conflict of Interest:**Boards/Commissions appointments:****Other Comments:**

OCS District

This application was current on: 12/1/2022 5:40:20 PM

Date Printed: 12/5/2022

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms Kate O'Boyle
Name Called:
Home Address: 813 Latimer St.
 Hillsborough NC 27278
Phone: 860-460-0144
Email: kto160@comcast.net
Year of OC Residence: 2022
Township of Residence: Hillsborough
Zone of Residence: Hillsborough ETJ
Gender Identity: Female
Ethnic Background: White
Age Range: 60+

Community Activities/Organizational Memberships:

I have been a life-long educator. My 30+ years of career experience have focused on helping children, their families and the community at large.

I have served as a teacher, coach, mentor, guidance counselor, assistant principal, and a principal

in the PA, MD, RI, and CT public schools. Upon being diagnosed with a serious heart condition,(heart transplant in 2014) I had to reinvent myself and use my skills in other ways to continue helping others.

I was born and raised in Bethlehem, PA, moved to FL, but on March 31st of 2022, my spouse and I became residents of Hillsborough, NC.

Past activities and organizations have included (many which I performed while waiting for my heart transplant):

Co-founding a non-profit working with children with special needs and/or health conditions (Sensations Charitable Foundation), running social skills programs for children(Synergy Center), mentored student from 6th grade through graduation and beyond, Board member of a Special Education Program at a local Catholic School in CT, member of Colchester Cares (CT) which met monthly to come up solutions for student issues, was President/member of the East Haddam Rotary, Executive Board Member of East Haddam Youth Services, writers club in FL, and in 2019 published my book Waiting...568 Thoughts While Waiting for a Heart Transplant.

Past Service on Orange County Advisory Boards:

Moved to Hillsborough in Orange County - March 31, 2022

Boards/Commissions applied for:

Orange County Schools Safety Task Force**Background, education and experience relevant to this board:**

BS Health and Physical Education
MS Counselor Education
Administrative Certification
Elementary Teacher - PA
Guidance Counselor - High School - PA
Guidance Counselor - Middle School - RI, MD, CT
Assistant Principal, Elementary - CT
Assistant Principal, Middle School - CT

Reasons for wanting to serve on this board:

Firm believer that it takes a community to best serve children and their families

Contribution to the diversity of viewpoints on this board:

Older but wiser, LGBTQ, Female, Health Issues, 30+ years of working with students, their families, and the Community at large

Conflict of Interest:**Boards/Commissions appointments:****Other Comments:**

OCS District

This application was current on: 12/2/2022 3:41:34 PM

Date Printed: 12/5/2022

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mrs. Cassie Rice
Name Called:
Home Address: 1019 Highland Woods Rd
 Chapel Hill NC 27517
Phone: 919-604-1027
Email: cassiecrice@gmail.com
Year of OC Residence: 2016
Township of Residence: Chapel Hill
Zone of Residence: C.H. City Limits
Gender Identity: Female
Ethnic Background: White
Age Range: 35-59

Community Activities/Organizational Memberships:

Member of Glenwood Elementary s PTA
 2nd Vice Chair of Orange County Democratic Party; Leader of Organizing Team, member of Fundraising Team, member of Executive Leadership Team

Past Service on Orange County Advisory Boards:

None!

Boards/Commissions applied for:

Orange County Schools Safety Task Force

Background, education and experience relevant to this board:

Growing up a public policy and administration nerd, the opportunity to work on Capitol Hill for Rep. David Price in my early career offered me a viewpoint and real life examples on how to effectively make change at the legislative level. I understand the processes and procedures of legislative action and how policy is created, lives or dies.

Shortly after working for Rep. Price, I attended UNC s Transatlantic Master s Program (TAM) where I spent a year studying at UNC, and another studying and writing my thesis in Gothenburg, Sweden. There I learned that words matter and it is in how you describe something that a problem is solved. Living in Sweden for a year (with my two small children and husband) showed me that it is possible to live in a world where public violence is nonexistent.

As Second Vice Chair for the Orange County Democratic Party, I have worked to create a community of activists, knowing and understanding that strong and local community involvement is the most effective way to make change.

Reasons for wanting to serve on this board:

I was in 8th grade when the Columbine High School massacre occurred. I was in college when the Virginia Tech massacre occurred. These two - and the many others that have happened since - deeply stand out in my core memory of understanding that violence can happen anywhere. Because of Sandy Hook, and other elementary school shootings, I am afraid that each time I drop my kindergartener and second grader off at school that it could be the last time

I see them. No parent needs to live with those feelings. Schools are a community and that community needs to be protected from violence.

I take action when I see a problem that has a social moral imperative to be solved. Serving on this board would enable me to fight for the safety of our students, our children, our grandchildren and the next generation of leaders.

Contribution to the diversity of viewpoints on this board:

I contribute to this board by offering a diversity in viewpoints via public policy and public administration. My background in Swedish culture and policy is unique. As a grassroots organizer, I understand how important this work is at the community level.

Conflict of Interest:

Boards/Commissions appointments:

Other Comments:

CHCCS District

This application was current on: 11/16/2022 12:42:22 PM

Date Printed: 11/18/2022

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ari Schein
Name Called:
Home Address: 106 Nuttree Lane
 Chapel Hill NC 27516
Phone: 407-408-6913
Email: ari.schein@gmail.com
Year of OC Residence: 2019
Township of Residence: Chapel Hill
Zone of Residence: C.H. City Limits
Gender Identity: Male
Ethnic Background: White
Age Range: 35-59

Community Activities/Organizational Memberships:

I am a Certified Emergency Manager (CEM) through the International Association of Emergency Managers

Past Service on Orange County Advisory Boards:

None

Boards/Commissions applied for:

Orange County Schools Safety Task Force

Background, education and experience relevant to this board:

I am an Emergency Manager with Higher Education, City, and County experience. I was the Durham County Interim Chief of Emergency Management for 14 months of my 3 years with the City and County EM office. I have worked with K-12 school safety for nearly 10 years in both Orange County, Florida and Durham County, NC including planning, training, and exercising school safety scenarios focused on active assailants. I taught emergency management to Durham Public Schools staff and routinely worked with the dedicated DPS Emergency Manager.

Reasons for wanting to serve on this board:

I have a child in the school system, and my spouse works in one of the local high schools. The safety of everyone in City and County schools is paramount to me.

Contribution to the diversity of viewpoints on this board:

My viewpoint as an emergency manager embraces an all-hazards approach developed over 10 years of direct involvement with K-12 schools. I understand the perspectives of parents, staff, responders, and leadership and will work to create solutions that bring all entities together with a common framework for solutions.

Conflict of Interest:

Boards/Commissions appointments:

Other Comments:

CHCCS District

This application was current on: 11/17/2022 9:38:30 AM

Date Printed: 11/18/2022

Board and Commission Members

And Vacant Positions

Orange County Schools Safety Task Force

Meeting Times: TBD TBD

Contact Person: Travis Myren

Meeting Place: TBD

Contact Phone: 919-245-2300

Positions: 18 Length: Time-limited Terms: 1

Description: <div>The task force is charged to discuss ways in which the Orange County government, schools, law enforcement, and community can enhance the safety of the school environment to protect from external threats and promote the education of Orange County K-12 public school students; and to recommend to the Board of County Commissioners new or amended policies, ordinances, and/or practices that will address those external threats and provide a safer school environment for our students.</div>

VACANT

1

Gender Identity:

Township:

First Appointed:

Ethnic Background:

Residency Req:

Current Appointment:

Age Range:

Special Repr: Resident - CHCCS District

Expiration: 06/30/2023

Number of Terms:

VACANT

2

Gender Identity:

Township:

First Appointed:

Ethnic Background:

Residency Req:

Current Appointment:

Age Range:

Special Repr: Resident - CHCCS District

Expiration: 06/30/2023

Number of Terms:

VACANT

3

Gender Identity:

Township:

First Appointed:

Ethnic Background:

Residency Req:

Current Appointment:

Age Range:

Special Repr: Resident - OCS District

Expiration: 06/30/2023

Number of Terms:

VACANT

4

Gender Identity:

Township:

First Appointed:

Ethnic Background:

Residency Req:

Current Appointment:

Age Range:

Special Repr: Resident - OCS District

Expiration: 06/30/2023

Number of Terms:

VACANT

5

Gender Identity:

Township:

First Appointed:

Ethnic Background:

Residency Req:

Current Appointment:

Age Range:

Special Repr: OCS Student - Superintendent Appointee

Expiration: 06/30/2023

Number of Terms:

VACANT

6

Gender Identity:

Township:

First Appointed:

Ethnic Background:

Residency Req:

Current Appointment:

Age Range:

Special Repr: OCS Student - Superintendent Appointee

Expiration: 06/30/2023

Number of Terms:

Board and Commission Members

And Vacant Positions

Orange County Schools Safety Task Force

Meeting Times: TBD TBD

Contact Person: Travis Myren

Meeting Place: TBD

Contact Phone: 919-245-2300

Positions: 18

Length: Time-limited

Terms: 1

VACANT

7

Gender Identity:

Township:

First Appointed:

Ethnic Background:

Residency Req:

Current Appointment:

Age Range:

Special Repr: CHCCS Student - Superintendent Appoin

Expiration: 06/30/2023

Number of Terms:

VACANT

8

Gender Identity:

Township:

First Appointed:

Ethnic Background:

Residency Req:

Current Appointment:

Age Range:

Special Repr: CHCCS Student - Superintendent Appoin

Expiration: 06/30/2023

Number of Terms:

VACANT

9

Gender Identity:

Township:

First Appointed:

Ethnic Background:

Residency Req:

Current Appointment:

Age Range:

Special Repr: BOCC Representative - BOCC Appointee

Expiration: 06/30/2023

Number of Terms:

VACANT

10

Gender Identity:

Township:

First Appointed:

Ethnic Background:

Residency Req:

Current Appointment:

Age Range:

Special Repr: BOCC Representative - BOCC Appointee

Expiration: 06/30/2023

Number of Terms:

VACANT

11

Gender Identity:

Township:

First Appointed:

Ethnic Background:

Residency Req:

Current Appointment:

Age Range:

Special Repr: CHCCS BOE Representative - BOE App

Expiration: 06/30/2023

Number of Terms:

VACANT

12

Gender Identity:

Township:

First Appointed:

Ethnic Background:

Residency Req:

Current Appointment:

Age Range:

Special Repr: CHCCS Superintendent or Designee

Expiration: 06/30/2023

Number of Terms:

Board and Commission Members

And Vacant Positions

Orange County Schools Safety Task Force

Meeting Times: TBD TBD

Contact Person: Travis Myren

Meeting Place: TBD

Contact Phone: 919-245-2300

Positions: 18

Length: Time-limited

Terms: 1

VACANT

13		First Appointed:
Gender Identity:	Township:	Current Appointment:
Ethnic Background:	Residency Req:	Expiration: 06/30/2023
Age Range:	Special Repr: OCS BOE Representative - BOE Appoint	Number of Terms:

VACANT

14		First Appointed:
Gender Identity:	Township:	Current Appointment:
Ethnic Background:	Residency Req:	Expiration: 06/30/2023
Age Range:	Special Repr: OCS Superintendent or Designee	Number of Terms:

VACANT

15		First Appointed:
Gender Identity:	Township:	Current Appointment:
Ethnic Background:	Residency Req:	Expiration: 06/30/2023
Age Range:	Special Repr: Sheriff or Designee	Number of Terms:

VACANT

16		First Appointed:
Gender Identity:	Township:	Current Appointment:
Ethnic Background:	Residency Req:	Expiration: 06/30/2023
Age Range:	Special Repr: Carrboro Police Chief or Designee	Number of Terms:

VACANT

17		First Appointed:
Gender Identity:	Township:	Current Appointment:
Ethnic Background:	Residency Req:	Expiration: 06/30/2023
Age Range:	Special Repr: Chapel Hill Police Chief or Designee	Number of Terms:

VACANT

18		First Appointed:
Gender Identity:	Township:	Current Appointment:
Ethnic Background:	Residency Req:	Expiration: 06/30/2023
Age Range:	Special Repr: Hillsborough Police Chief or Designee	Number of Terms:

Applicant Interest Listing

by Board Name and by Applicant Name

Orange County Schools Safety Task Force

Contact Person: Travis Myren

Contact Phone: 919-245-2300

Mr Richard Bradford

Gender Identity: Male

Date Applied: 12/01/2022

Ethnic Background: White

Township: Hillsborough

Age Range: 60+

Zone of Residence: Hillsborough Town Limits

Also Serves On:

Diana Garrett

Gender Identity: Female

Date Applied: 11/28/2022

Ethnic Background: White

Township: Hillsborough

Age Range: 60+

Zone of Residence: Hillsborough ETJ

Also Serves On:

Julian Marshall

Gender Identity: Male

Date Applied: 11/17/2022

Ethnic Background: White

Township: Bingham

Age Range: 60+

Zone of Residence: County

Also Serves On: Orange County Planning Board (REQUIRES DISCLOSURE STATEMENT)

Also Serves On: Orange Unified Transportation Board

Mr Ken Morgan

Gender Identity: Male

Date Applied: 12/01/2022

Ethnic Background: White

Township: Eno

Age Range: 60+

Zone of Residence: County

Also Serves On:

Ms Kate O'Boyle

Gender Identity: Female

Date Applied: 12/02/2022

Ethnic Background: White

Township: Hillsborough

Age Range: 60+

Zone of Residence: Hillsborough ETJ

Also Serves On:

Applicant Interest Listing

by Board Name and by Applicant Name

Orange County Schools Safety Task Force

Contact Person: Travis Myren

Contact Phone: 919-245-2300

Mrs. Cassie Rice

Gender Identity: Female

Date Applied: 11/16/2022

Ethnic Background: White

Township: Chapel Hill

Age Range: 35-59

Zone of Residence: C.H. City Limits

Also Serves On:

Ari Schein

Gender Identity: Male

Date Applied: 11/17/2022

Ethnic Background: White

Township: Chapel Hill

Age Range: 35-59

Zone of Residence: C.H. City Limits

Also Serves On:

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT
Meeting Date: December 13, 2022**

**Action Agenda
Item No. 11-b**

SUBJECT: Alcoholic Beverage Control Board – Appointment Discussion

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):

Recommendation
Member and Applicant Summary Sheet
Application of Person Recommended
Applications of Other Applicants
Membership Roster
Applicant Interest List

INFORMATION CONTACT:

Clerk's Office, 919-245-2130

PURPOSE: To consider an appointment to the Alcoholic Beverage Control Board.

BACKGROUND: The Alcoholic Beverage Control Board has the authority to buy, sell, transport and possess alcoholic beverages for the operation of its stores. This Board also adopts rules for the ABC system and has the authority to hire and dismiss employees.

The Board of County Commissioners appoints all five (5) At-Large members.

The following individual is recommended for Board consideration:

NAME	SPECIAL REPRESENTATIVE	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Melvin Green	At-Large	Partial Term	06/30/2023

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

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

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

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

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

RECOMMENDATION(S): The Manager recommends that the Board discuss and consider making an appointment to the Alcoholic Beverage Control Board.

From: ocabc@orangeabc.com
To: [Tara May](#)
Subject: [EXTERNAL MAIL!] RE: RE: RE: RE: RE: Boards and Commissions Annual Report and Work Plan - DUE JANUARY 27, 2023
Date: Tuesday, November 15, 2022 11:57:14 AM
Attachments: [image001.png](#)

Please consider this as our official request to have Melvin Green added to the board. We had Amy Fowler in the board meeting today and she is also aware of the recommendation. It would be helpful if we could have this person appointed prior to our January 17 board meeting. Any help with this would be appreciated.

Thanks!

Tony DuBois
Orange County ABC
General Manager
919-732-3432 ext 102
www.orangeabc.com

Alcoholic Beverage Control Board Members and Applicants						
Name	Member or Applicant?	Gender Identity	Race/Ethnic Background	Age Range	Township	Also Serves on
Elizabeth Carter	Member	Female	African American		Chapel Hill	
Judson Williamson	Member	Male	White		Chapel Hill	
Mike Zito	Member	Male	White	60+	Hillsborough	
Patrick Burns	Member	Male	White		Hillsborough	
VACANT						
Barry Hill	Applicant	Male	White	60+	Hillsborough	
Jill Blackburn	Applicant	Female	White	60+	Chapel Hill	
Lily Farel	Applicant	Female	White	35-59	Chapel Hill	
Melvin Green	Applicant	Male	African American	35-59	Chapel Hill	
Patrick Mulkey	Applicant	Male	White	60+	Bingham	

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr Melvin Green
Name Called:
Home Address: 141 Valley View Drive
 Chapel Hill NC 27516
Phone: 3185724123
Email: melvingreeniii@gmail.com
Year of OC Residence: 2019
Township of Residence: Chapel Hill
Zone of Residence: C.H. City Limits
Gender Identity: Male
Ethnic Background: African American
Age Range: 35-59

Community Activities/Organizational Memberships:

Retired military officer, HOA Board of Director, Triangle Board of Realtists, Military Officers Association of America, Boy Scout Leader, National Association of Black MBA, Veteran of Foreign Wars

Past Service on Orange County Advisory Boards:

None

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMENT)

Background, education and experience relevant to this board:

I have no background or education in civilian planning, however, served as a long range planner for base operations at Barksdale Air Force Base where I ran the strategic calendar for the base commander.

Reasons for wanting to serve on this board:

I would like to provide input based on my military experience in the long term planning of Orange County now that I have retired and set my roots in Chapel Hill.

Contribution to the diversity of viewpoints on this board:

I have a very diverse viewpoint from being raised in a rural county in NC to attending and graduating from UNC-Chapel Hill to having lived in six different southern states while serving in the United States Air Force

Conflict of Interest:

Alcoholic Beverage Control Board**Background, education and experience relevant to this board:**

I have no formal training or expertise but I do have a Masters of Business Administration with a concentration in Management. I have been educating myself on Bourbon including the history and tours.

Reasons for wanting to serve on this board:

To help increase the availability of certain liquors to everyday folks.

Contribution to the diversity of viewpoints on this board:

I have a very diverse viewpoint from being raised in a rural county in NC to attending and graduating from UNC-Chapel Hill to having lived in six different southern states while serving in the United States Air Force

Conflict of Interest:**Boards/Commissions appointments:****Other Comments:**

This application was current on: 6/21/2022 4:58:05 PM

Date Printed: 11/22/2022

Volunteer Application Orange County Advisory Boards and Commissions

Name: Dr. Jill Blackburn
Name Called:
Home Address: 405 Lyons Road
 Chapel Hill NC 27514
Phone: 919-417-6125
Email: JRidkyB@gmail.com
Year of OC Residence: 1980
Township of Residence: Chapel Hill
Zone of Residence: C.H. City Limits
Gender Identity: Female
Ethnic Background: White
Age Range: 60+

Community Activities/Organizational Memberships:

Community Activities/Organizational Memberships:

Previously served as Vice Chair of the Orange County ABC Board and would be interested in serving again. This is an important board for our county.

I have served as President and Vice President of the Coker Hills Neighborhood Association, Budget Committee for Town of Chapel Hill, Orange County Senior Health Board, Orange County Senior Day Health Center Board, Prevent Under age Drinking Committee, Chapel Hill Tree Ordinance Review Board.

Presently not serving on any Chapel Hill or Orange County Boards. Only on one church board at the present time.

Past Service on Orange County Advisory Boards:

Listed in previous paragraph

Boards/Commissions applied for:

Alcoholic Beverage Control Board

Background, education and experience relevant to this board:

Previously served on this board, so I am very well of the challenges and issues facing ABC organizations.

Background in finance, management issues with public and nonprofit organizations would be relevant, as well as health background. Doctorate degree in finance and management.

Reasons for wanting to serve on this board:

Interested in serving again because I believe this is an important board for our county. Last time I served we implemented some needed changes which I believe helped our OCABC organization to grow in a responsible way and prevented some of the problems other counties have faced.

Contribution to the diversity of viewpoints on this board:

I am a female second generation born in the USA with immigrant roots. My parents never finished high school but encouraged education. I understand first hand the immigrant story. My doctorate degree in finance and administration along with a professional career in health care and work in community health centers makes me attuned to many community and state issues. I also hold a Adjunct Associate Professor rank at the Kenan Flagler Business School.

Conflict of Interest:

Boards/Commissions appointments:

Other Comments:

This application was current on: 2/22/2021

Date Printed: 2/22/2021

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Lily Farel
Name Called:
Home Address: 2131 N. Lakeshore Drive
 Chapel Hill NC 27514
Phone: 9196190260
Email: lily.farel@gmail.com
Year of OC Residence: 2017
Township of Residence: Chapel Hill
Zone of Residence: C.H. City Limits
Gender Identity: Female
Ethnic Background: White
Age Range: 35-59

Community Activities/Organizational Memberships:

Chapel Hill Grievance Board
 North Carolina State Bar (state licensing organization for attorneys)

Past Service on Orange County Advisory Boards:

None

Boards/Commissions applied for:

Alcoholic Beverage Control Board

Background, education and experience relevant to this board:

I offer the board experience in general litigation as well as substantive experience in both regulatory and corporate law. I have been an attorney for fifteen years, during which time I served as a law clerk for a federal judge, a trial attorney at both the Department of Justice and the Federal Communications Commission in Washington, DC, and now as in-house counsel at a software company in the Triangle. My practice as a litigator at DOJ spanned a broad range of law, from first amendment to national security, and I regularly appeared in courts across the country. During my time at the FCC, I mediated, negotiated, and litigated claims before both judicial and administrative bodies. Through these experiences, I have become accustomed to working with people of different backgrounds and facilitating interactions among competing interest groups. I believe that my substantive experience with regulatory law and litigation as well as my ability to work with people of different backgrounds, beliefs, and experience would allow me to contribute to the board.

Reasons for wanting to serve on this board:

I have worked in the public sector for much of my career. Although now I work for a private company, I am always looking for opportunities to volunteer for local government. I am particularly interested in places where regulatory law overlaps with public interest, and the ABC board seems to sit squarely at that intersection.

Contribution to the diversity of viewpoints on this board:

I grew up in Chapel Hill, and both of my parents taught at UNC. I left home for college in 1998 and lived out-of-state until 2017, when I moved back to Chapel Hill with my husband and daughter. Twenty years spent living in cities both smaller and larger than Chapel Hill has given me a broad perspective on the challenges that every municipality faces and on the ways in which Chapel Hill is special. I recall my childhood in Chapel Hill fondly, and returning home has cast those memories in a new light, as I have been reintroduced to the town as an adult, homeowner, citizen, and mother of a child who will attend the same public schools that I did.

Conflict of Interest:

Boards/Commissions appointments:

Other Comments:

This application was current on: 2/24/2021 11:31:51 AM

Date Printed: 11/22/2022

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Barry Hill
Name Called:
Home Address: 903 Kennesaw Court
Hillsborough NC 27278
Phone: 9192453642
Email: bhill04@aol.com
Year of OC Residence: 1986
Township of Residence: Hillsborough
Zone of Residence: Hillsborough Town Limits
Gender Identity: Male
Ethnic Background: White
Age Range: 60+

Community Activities/Organizational Memberships:

None

Past Service on Orange County Advisory Boards:

None

Boards/Commissions applied for:

Alcoholic Beverage Control Board

Background, education and experience relevant to this board:

Orange county is still pretty rural and I grew up very rural in the western part of the state. I also have years of experience in IT, business and project management. I really think my wide variety of experience can be relevant in lots of areas and can be helpful in many of the board s activities.

Reasons for wanting to serve on this board:

Hopefully I can use my background and experience to assist the the board in its mission. I am happy to help/ assist in whatever role is needed.

Contribution to the diversity of viewpoints on this board:

Both of my parents grew up on farms and I grew up on a farm in the western part of this state. Without personally knowing most of the board, I cannot be sure what diversity or viewpoints, I might be helpful with. I will say that in my 40+ years of employment I have lots of experience working with all races (foreign and domestic), ages, religions, and backgrounds.

Conflict of Interest:

No conflicts of personal or business that I know of

Boards/Commissions appointments:

Other Comments:

This application was current on: 11/4/2022 8:39:35 AM

Date Printed: 11/8/2022

Volunteer Application Orange County Advisory Boards and Commissions

Name: Patrick Mulkey
Name Called:
Home Address: 8702 Stanford Road
 Chapel Hill NC 27516
Phone: 919-942-3814
Email: mulkey74@gmail.com
Year of OC Residence: 1984
Township of Residence: Bingham
Zone of Residence: County
Gender Identity: Male
Ethnic Background: White
Age Range: 60+

Community Activities/Organizational Memberships:

Carrboro Farmers Market

Past Service on Orange County Advisory Boards:

County Recreation & Parks

Boards/Commissions applied for:

Orange Water & Sewer Authority Board of Directors

Background, education and experience relevant to this board:

Have been affected by the OWASA decisions in Bingham Township and have an understanding of the history of OWASA.

Reasons for wanting to serve on this board:

I bring a different voice that is not present on the OWASA Board presently

Contribution to the diversity of viewpoints on this board:

Conflict of Interest:

Alcoholic Beverage Control Board

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Contribution to the diversity of viewpoints on this board:

Conflict of Interest:

BOCC Elections Advisory Group**Background, education and experience relevant to this board:**

Chief Precinct Judge (30 plus years) for the Orange County Board of Elections. Previous member of BOCC appointed committee to look at district representation. Have live in Bingham Township from 1982 to present. I am a fellow of the NC Institute of Political Leadership

Reasons for wanting to serve on this board:

I have the time and this is an issue I have been involved in my entire life I have lived here in Orange County. As an election judge I have served all over this County.

Contribution to the diversity of viewpoints on this board:

I may be consider a transplant but I understand the rural character of the County. My job has me working/interacting with all kinds of citizens and business owners in the Town of Chapel Hill.

Conflict of Interest:**Boards/Commissions appointments:****Other Comments:**

My wife Robin and I have an eleven-year old at A. L. Stanback Middle School and twin three-year olds that will attend school in the next year and a half. (Verified application 9/10/08 still interested in serving on OWASA) STAFF COMMENTS: Applied for ABC Board and OWASA on 12/6/2004. Applied 1/16/01 for Capital Needs Task Force. Applied 10/06/2010 for OWASA Board of Directors, Solid Waste Advisory Board, and Sportsplex Community Advisory Committee. UPDATED APPLICATION 05/23/2012 TO INCLUDE OWASA BOARD OF DIRECTORS AND ALCOHOLIC BEVERAGE CONTROL BOARD. BOCC appoints 2 of the 9 OWASA Board members. I urge to appoint someone who is not a rate payer but is affected by the policies and budgets pasted by the OWASA Board. Give residents like myself a voice on the OWASA Board. ADDRESS VERIFICATION: 8702 Stanford Rd is in Bingham township, in Orange County Jurisdiction

Board and Commission Members

And Vacant Positions

Alcoholic Beverage Control Board

Meeting Times: 8:30 am Third Tuesday of every month

Contact Person: Tony Dubois, General Manager

Meeting Place: 601 Valley Forge Road, Hillsborough

Contact Phone: 919-732-3432

Positions: 6

Length: 3 years

Terms: 2

Description: All members are appointed by the Board of County Commissioners. The ABC Board has the authority to buy, sell, transport and possess alcoholic beverages for the operation of its stores. This board also adopts rules for the ABC system and has the authority to hire and dismiss employees. Members are paid a stipend and reimbursed for mileage.

Mr. Patrick Burns

1	Chair			First Appointed:	06/19/2018	
	Gender Identity:	Male	Township:	Hillsborough	Current Appointment:	05/18/2021
	Ethnic Background:	White	Residency Req:	At-Large	Expiration:	06/30/2024
	Age Range:		Special Repr:		Number of Terms:	2

Judson Williamson

2				First Appointed:	05/18/2021	
	Gender Identity:	Male	Township:	Chapel Hill	Current Appointment:	05/18/2021
	Ethnic Background:	White	Residency Req:	At-Large	Expiration:	06/30/2024
	Age Range:		Special Repr:		Number of Terms:	1

Mike Zito

3				First Appointed:	05/14/2020	
	Gender Identity:	Male	Township:	Hillsborough	Current Appointment:	05/14/2020
	Ethnic Background:	White	Residency Req:	At-Large	Expiration:	06/30/2023
	Age Range:	60+	Special Repr:		Number of Terms:	1

VACANT

4				First Appointed:		
	Gender Identity:		Township:		Current Appointment:	
	Ethnic Background:		Residency Req:	At-Large	Expiration:	06/30/2023
	Age Range:		Special Repr:		Number of Terms:	

Ms Elizabeth Carter

5				First Appointed:	11/13/2018	
	Gender Identity:	Female	Township:	Chapel Hill	Current Appointment:	04/26/2022
	Ethnic Background:	African American	Residency Req:	At-Large	Expiration:	06/30/2025
	Age Range:		Special Repr:		Number of Terms:	2

Amy Fowler

6				First Appointed:	12/14/2021	
	Gender Identity:		Township:	Chapel Hill	Current Appointment:	12/14/2021
	Ethnic Background:		Residency Req:		Expiration:	12/31/2022
	Age Range:		Special Repr:	BOCC liaison	Number of Terms:	1

Applicant Interest Listing

by Board Name and by Applicant Name

Alcoholic Beverage Control Board

Contact Person: Tony Dubois, General Manager
Contact Phone: 919-732-3432

Dr. Jill Blackburn

Gender Identity: Female

Date Applied: 02/22/2021

Ethnic Background: White

Township: Chapel Hill

Age Range: 60+

Zone of Residence: C.H. City Limits

Also Serves On:

Ms. Lily Farel

Gender Identity: Female

Date Applied: 02/24/2021

Ethnic Background: White

Township: Chapel Hill

Age Range: 35-59

Zone of Residence: C.H. City Limits

Also Serves On:

Mr Melvin Green

Gender Identity: Male

Date Applied: 06/21/2022

Ethnic Background: African American

Township: Chapel Hill

Age Range: 35-59

Zone of Residence: C.H. City Limits

Also Serves On:

Mr. Barry Hill

Gender Identity: Male

Date Applied: 11/04/2022

Ethnic Background: White

Township: Hillsborough

Age Range: 60+

Zone of Residence: Hillsborough Town Limits

Also Serves On:

Patrick Mulkey

Gender Identity: Male

Date Applied: 10/13/2020

Ethnic Background: White

Township: Bingham

Age Range: 60+

Zone of Residence: County

Also Serves On:



MEMORANDUM

TO: Board of County Commissioners
 Bonnie Hammersley, Orange County Manager
 Travis Myren, Orange County Deputy Manager

FROM: Cy Stober, Planning & Inspections Director

CC: Brian Carson, GIS Technician III
 Ashley Moncado, Planner III

DATE: December 13, 2022

SUBJECT: Orange County-Owned Property Inventory for Potential Affordable Housing Development

At the BOCC request, Planning staff is providing an updated inventory of vacant properties owned by Orange County with the expressed interest of potential development of the properties for affordable housing use. These thirteen (13) properties were acquired through foreclosure and have varying development challenges. The attachment provides an album of the qualifying parcels, with environmental, utility, and satellite imagery data. Staff analysis shows the most favorable development sites at the following:

- An assemblage of three (3) properties in the Town of Chapel Hill’s jurisdiction;
- And assemblage of three (3) properties adjacent to the new Efland Emergency Management Services (EMS) station and the Efland Volunteer Fire Department station; and
- A county-owned vacant parcel adjacent to the Orange County fleet yard that could have potential for development, but it has environmental constraints.

The following is a summary of the development potential of the properties featured in this inventory, including regulatory or environmental challenges to site development.

Property Identification Numbers (PINs) 9778631313 & 9778635482 (pp. 2 & 3)

Parcels	2
Area (ac)	2.91
Jurisdiction	Town of Carrboro
Zoning	R-3, 3,000 sq ft per dwelling
Rezoning?	Yes
Existing Conditions:	
The grade on these parcels is extremely steep and has floodplain to the south. While extensive grading could make these two lots buildable, they have low development potential due to the high cost of site readiness required.	

PINs 9778930971, 9778941081, & 9778941099 (pp. 4 – 7)

Parcels	3
Area (ac)	0.89
Jurisdiction	Town of Chapel Hill
Zoning	R-3, 3,000 sq ft per dwelling; Pine Knolls Neighborhood Conservation Overlay
Rezoning?	Yes, but not of overlay district
Existing Conditions:	
The area of this site may limit its development potential but it has the highest potential for higher-density development. It will require rezoning through the Town's process but appears to be consistent with the Town's adopted plans and policies, provided the building has architecture consistent with the area.	

PINs 9844786242 & 9844786326 (pp. 8, 9 & 10)

Parcels	2
Area (ac)	1.85
Jurisdiction	Orange County
Zoning	GC-4, General Commercial; Efland Village Overlay District; Efland Cheeks Overlay District
Rezoning?	Yes, but not of overlay districts
Existing Conditions:	
These properties lie to the immediate west and east of the new Efland Emergency Management Services station, adjacent to the Efland Volunteer Fire Department. These properties are currently being respectively constructed and enhanced. The area of these properties and location in a water supply watershed will limit development potential but they could have greater development potential if examined with these surrounding publicly-owned properties. This approach could assist in resolving the impervious cover limitations and stormwater offsets needed for new development in this watershed.	
Regardless of scale, any residential use of the properties other than single-family residential will require rezoning through the County's process. A mid- to high-density use of these properties is consistent with the County's adopted plans and policies, provided the building has architecture consistent with the area.	

PINs 9865517394 & 9865614458 (pp. 11 & 12)

Parcels	2
Area (ac)	1.88
Jurisdiction	Town of Hillsborough
Zoning	R-20, 20,000 sq ft lot minimum
Rezoning?	Yes
Existing Conditions:	
Development potential without acquisition of private property is low. There are vacant parcels with frontage on both Odie Street and Faucette Mill Road, which could allow such access. These properties are also in areas with a grade change suggestive of drainage for a standard rain event. While not adjacent, they could be bundled if the County and/or Town acquired a small connecting parcel of land to connect them.	

PIN 9865833379 (p. 14)

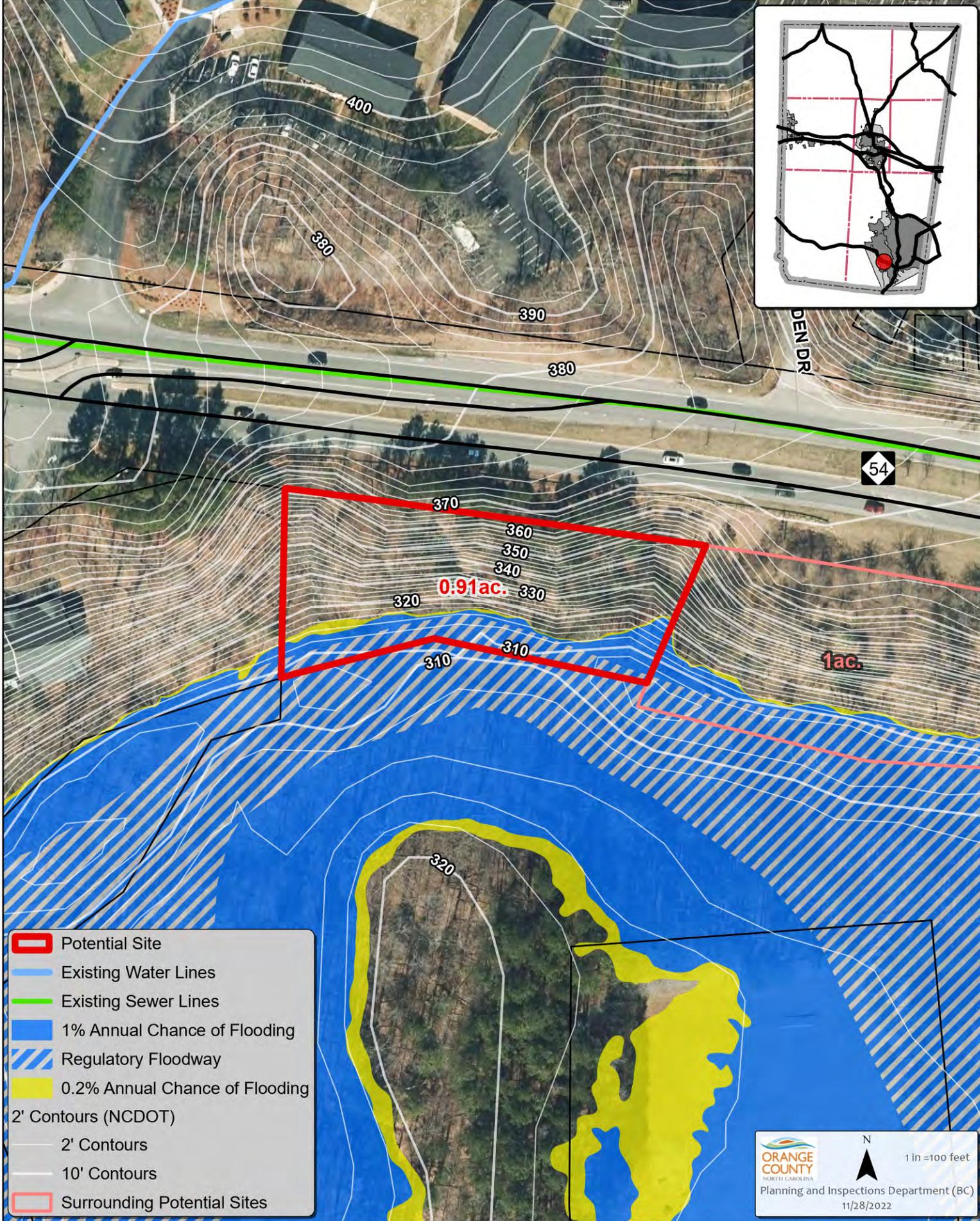
Parcels	1
Area (ac)	4.19
Jurisdiction	Town of Hillsborough
Zoning	O/I, Office & Institutional
Rezoning?	Yes
Existing Conditions:	
The grade on this parcels is steep but has some development potential; the eastern area fronting NC-86 is much flatter. It is surrounded on three sides by publicly-owned land (including the Orange County fleet yard), enabling a possibly more creative solution in partnership with the Town of Hillsborough while meeting water supply watershed regulations.	

Please communicate any feedback or questions to Cy Stober, Planning & Inspections Director (cstober@orangecountync.gov). Mapping questions should be directed to Brian Carson, GIS Technician III (bcarson@orangecountync.gov).

November 2022 Affordable Housing Site Analysis Methodology

1. Create a layer of only parcels owned solely owned or jointly owned by Orange County (173 parcels) based on ownership attributes found in parcel table.
2. Removed any county parcels within WASMPBA Long-term Service Areas.
 - a. This removed 90 parcels leaving 83 county parcels.
3. Removed any county parcels that is part of a county open space parcel.
 - a. This removed 15 parcels leaving 68 parcels.
4. Removed any county parcel that is within a conservation easement.
 - a. None were removed.
5. Removed county parcels that had a building on it. I used the building value from the parcel layer.
 - a. This removed 32 parcels leaving 36 parcels.
6. Removed school parcels.
 - a. This removed 10 parcels leaving 26 parcels.
7. Removed parcels that have utility structures on them.
 - a. This removed 4 parcels leaving 22 parcels.
8. Removed any parcel designed as future road right-of-way.
 - a. This removed 2 parcels leaving 20 parcels.
9. Used the 2021 imagery to review the remaining 20 parcels to see the above process missed any parcels.
 - a. This removed 4 parcels leaving 16 parcels.
10. Removed any parcels not within $\frac{1}{4}$ mile of public water and sewer.
 - a. This removed 0 parcels leaving 16 parcels.
11. Removed a parcel where floodplains would make it impossible to build on.
 - a. This removed 1 parcel leaving 15 parcels.
12. Removed the Green Tract parcel
 - a. Leaving 14 parcels.
13. Removed parcel in Hillsborough because it was a part of the Facilities Master Plan.
 - a. Leaving 13 parcels.

Orange County Surplus Land for Affordable Housing: 9778631313



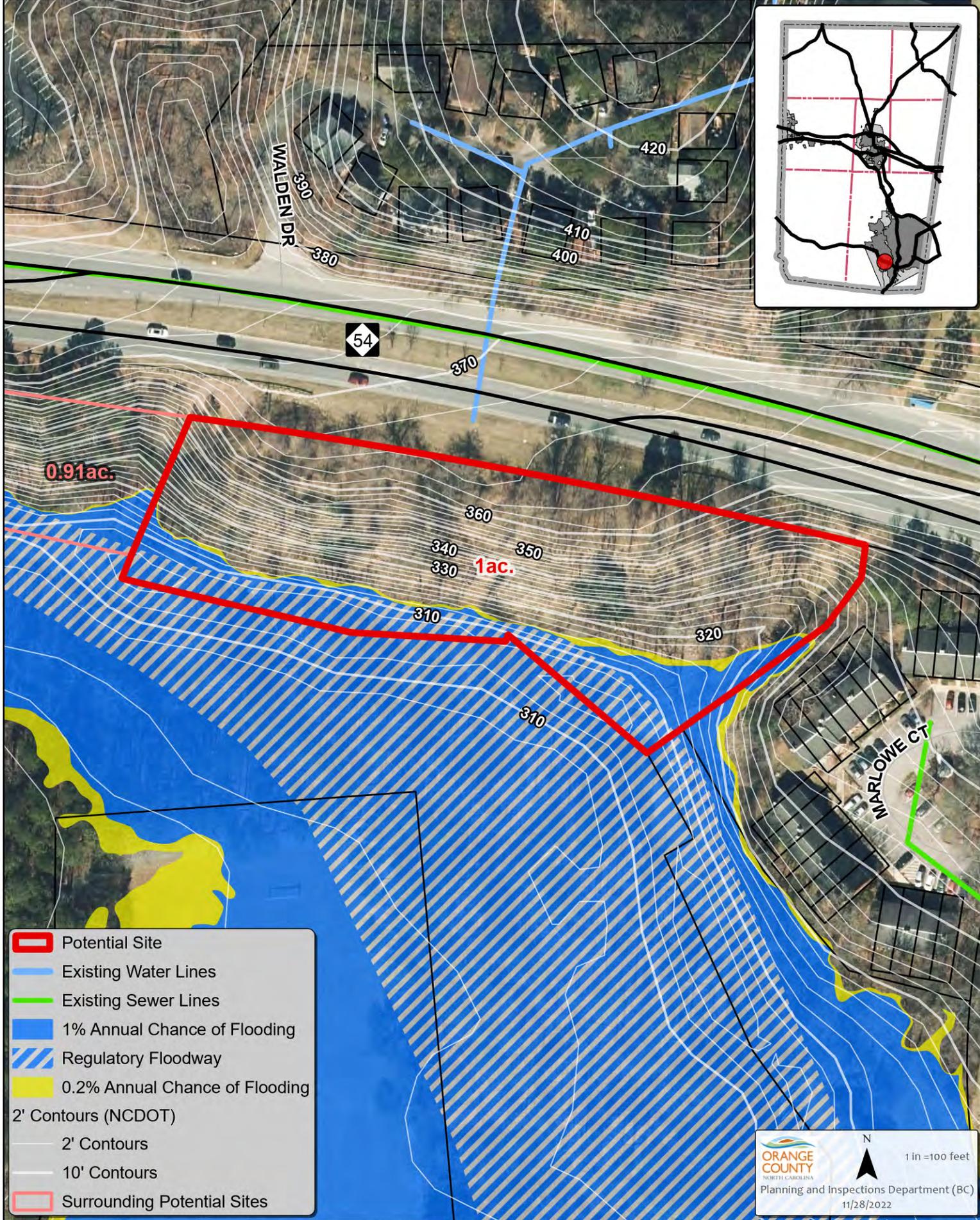
-  Potential Site
-  Existing Water Lines
-  Existing Sewer Lines
-  1% Annual Chance of Flooding
-  Regulatory Floodway
-  0.2% Annual Chance of Flooding
-  2' Contours (NCDOT)
-  2' Contours
-  10' Contours
-  Surrounding Potential Sites



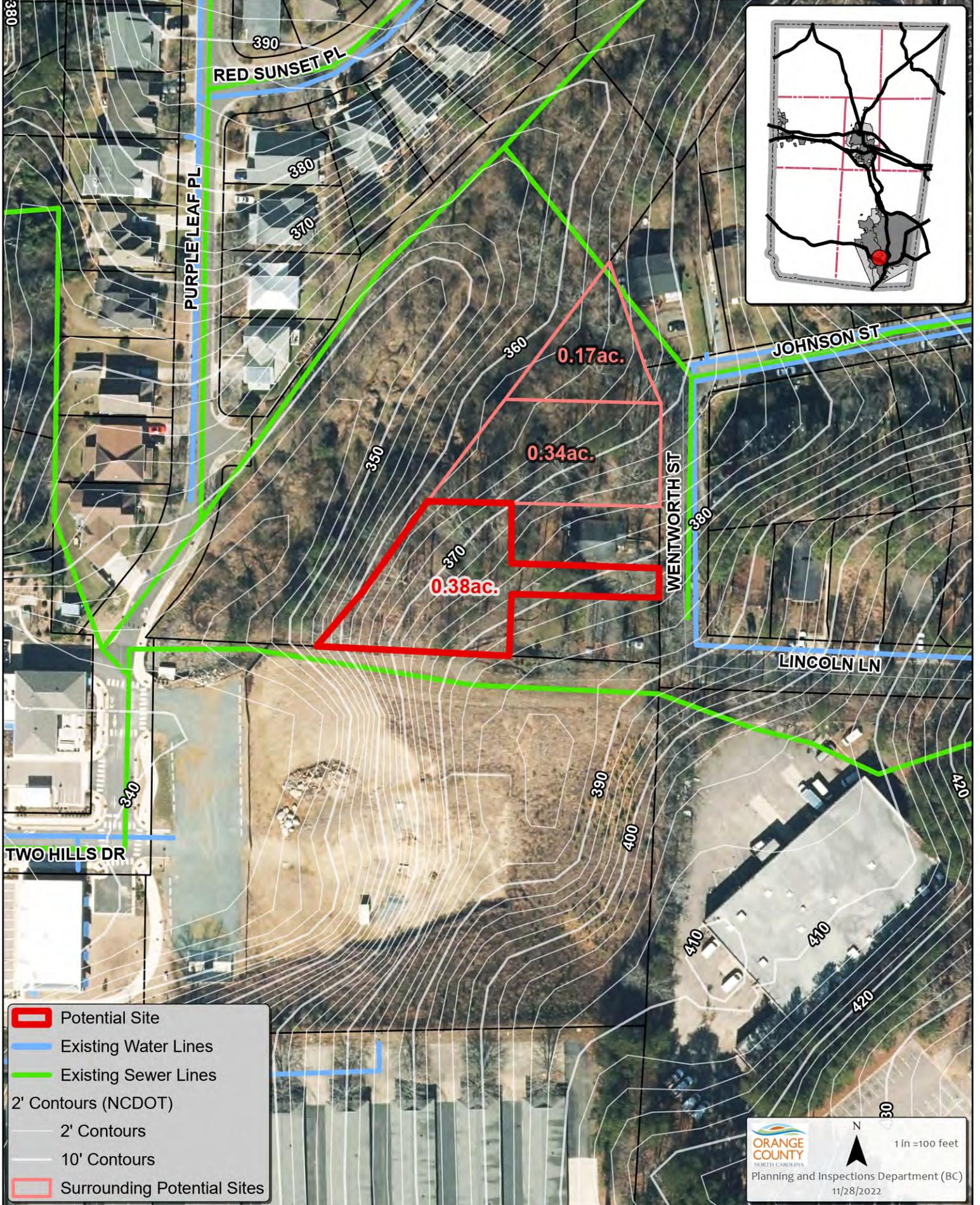


ORANGE COUNTY
 NORTH CAROLINA
 Planning and Inspections Department (BC)
 11/28/2022

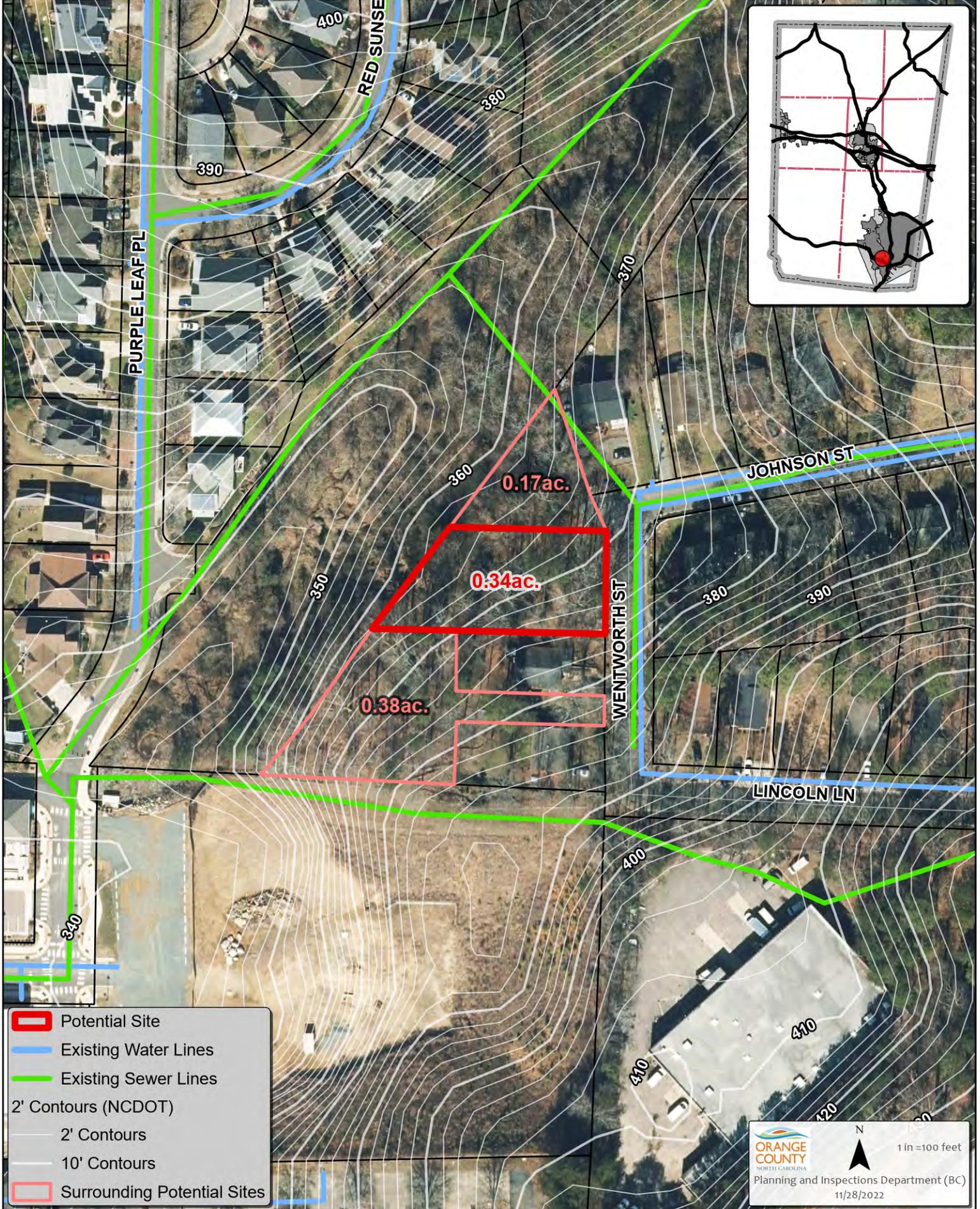
Orange County Surplus Land for Affordable Housing: 9778635482



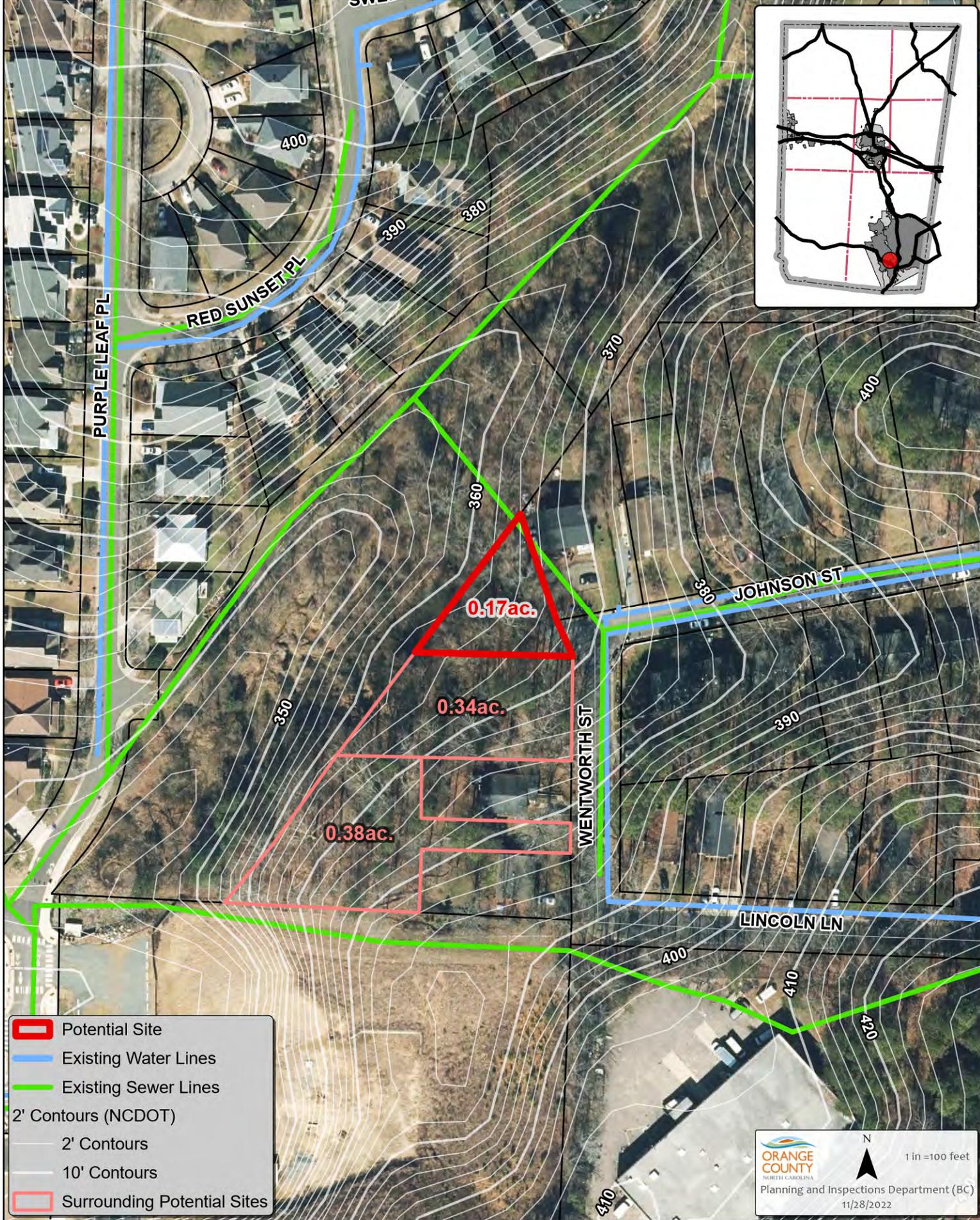
Orange County Surplus Land for Affordable Housing: 9778930971



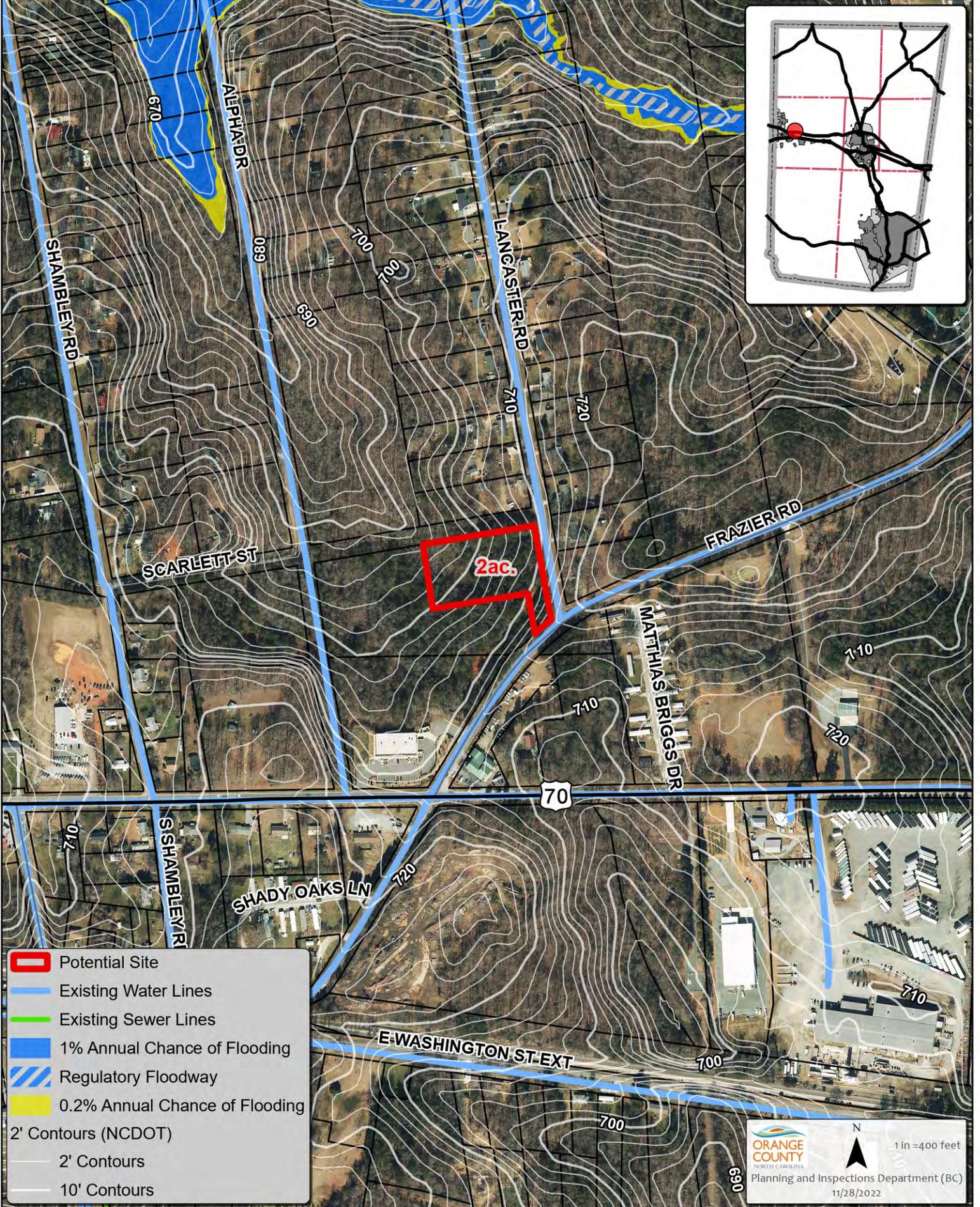
Orange County Surplus Land for Affordable Housing: 9778941081



Orange County Surplus Land for Affordable Housing: 9778941099



Orange County Surplus Land for Affordable Housing: 9835416142



-  Potential Site
-  Existing Water Lines
-  Existing Sewer Lines
-  1% Annual Chance of Flooding
-  Regulatory Floodway
-  0.2% Annual Chance of Flooding
-  2' Contours (NCDOT)
-  2' Contours
-  10' Contours

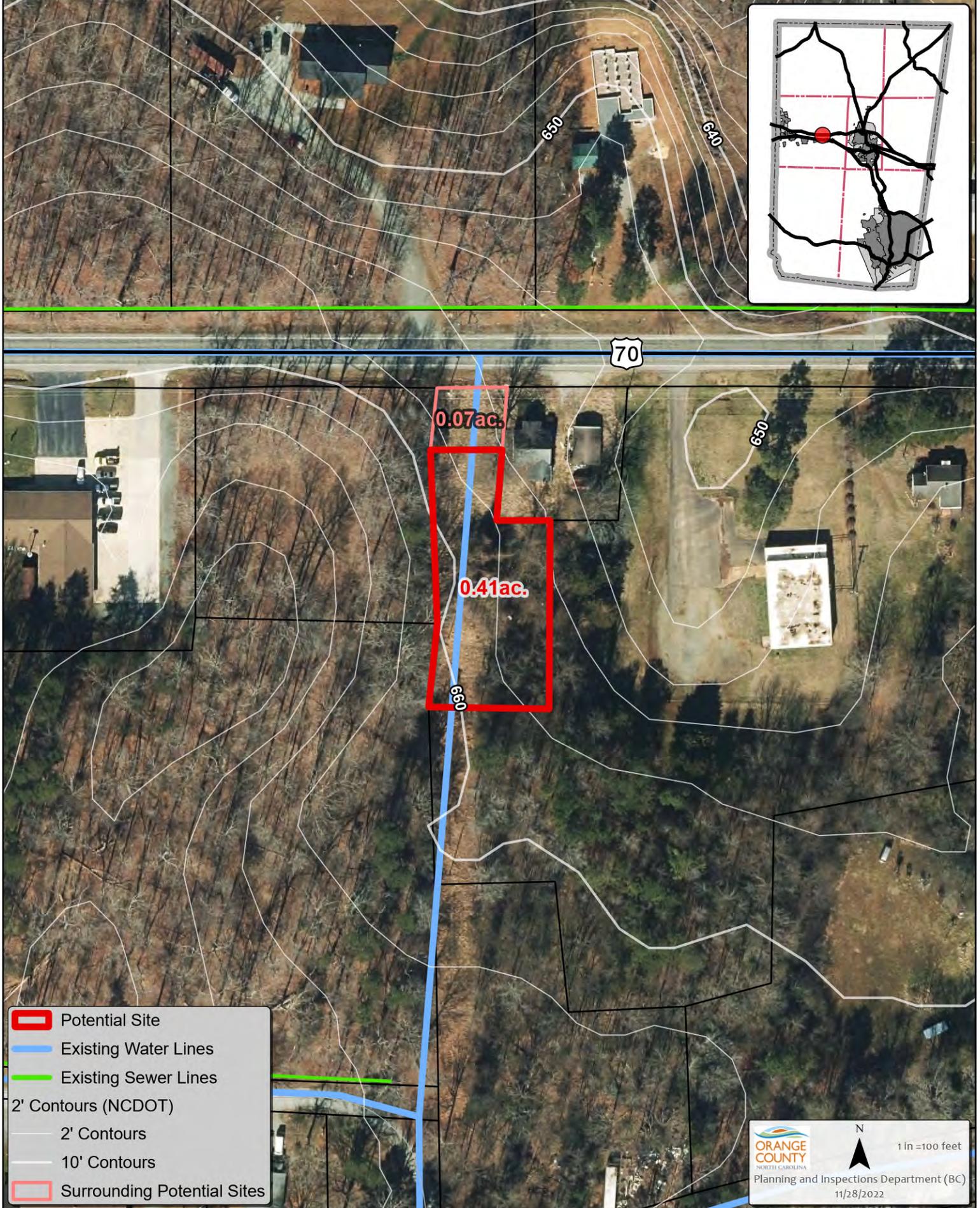
N

ORANGE COUNTY
NORTH CAROLINA

Planning and Inspections Department (BC)
11/28/2022

1 in = 400 feet

Orange County Surplus Land for Affordable Housing: 9844786242



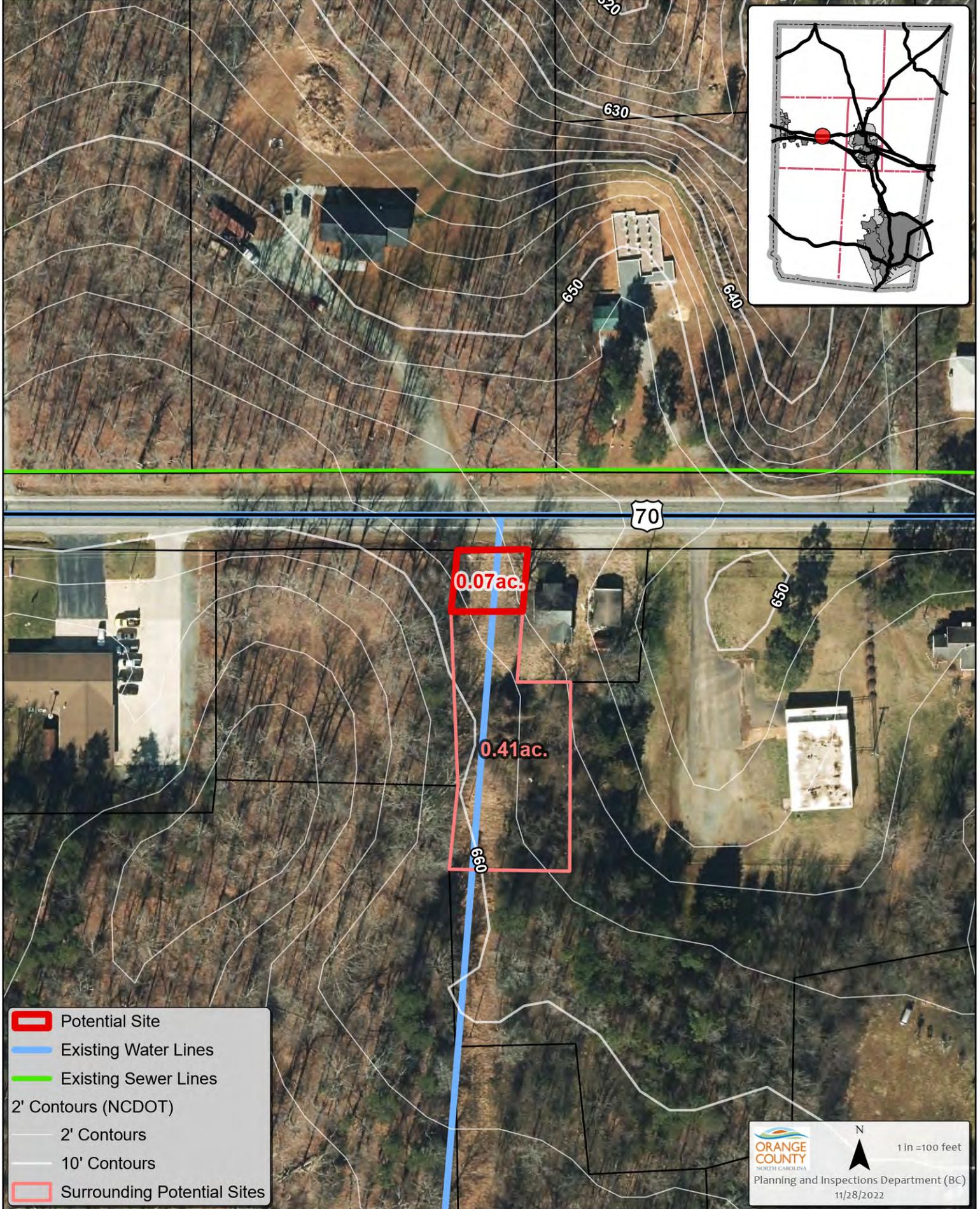
- Potential Site
- Existing Water Lines
- Existing Sewer Lines
- 2' Contours (NCDOT)
- 2' Contours
- 10' Contours
- Surrounding Potential Sites

N

 1 in = 100 feet

ORANGE COUNTY
 NORTH CAROLINA
 Planning and Inspections Department (BC)
 11/28/2022

Orange County Surplus Land for Affordable Housing: 9844786326



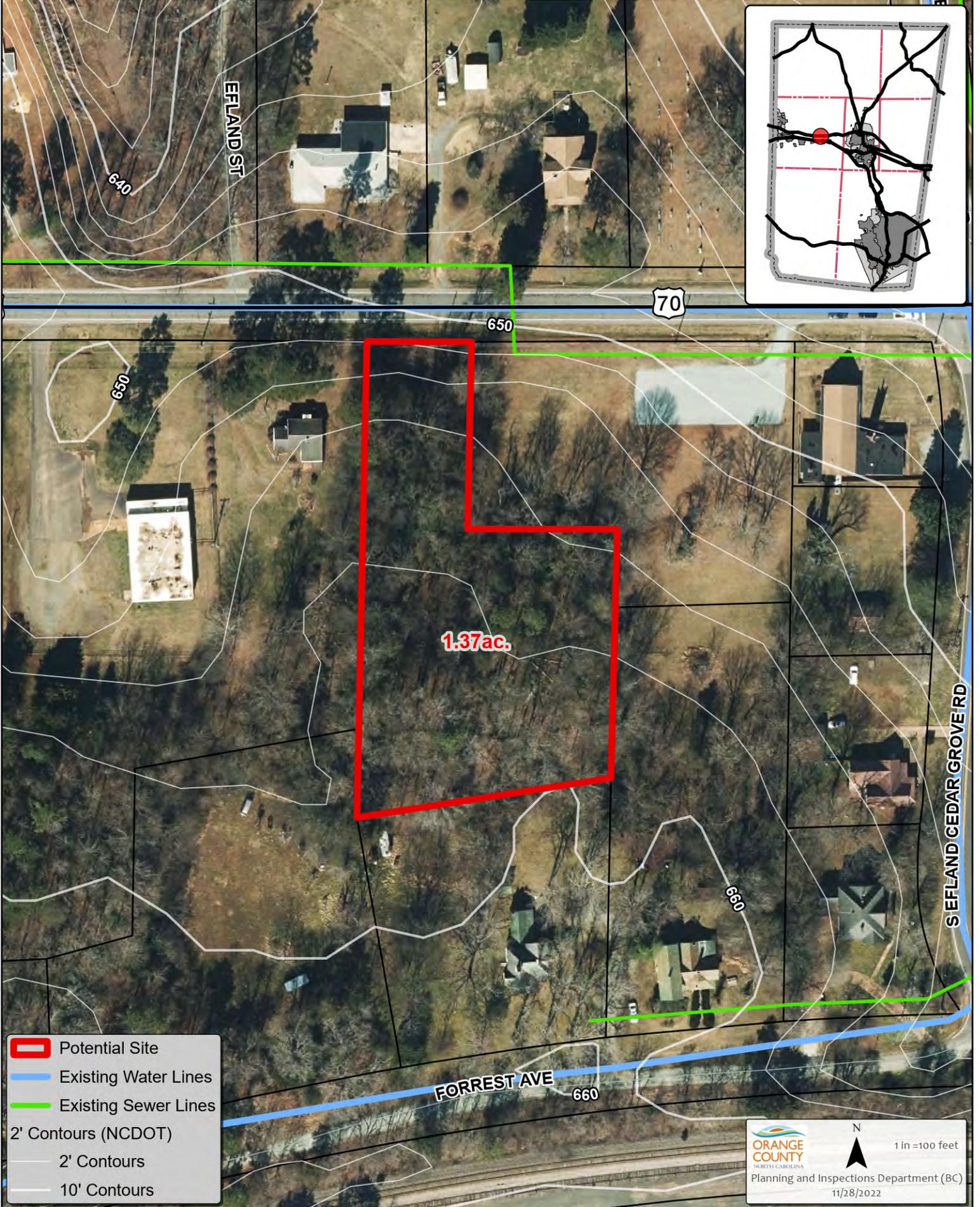
- Potential Site
- Existing Water Lines
- Existing Sewer Lines
- 2' Contours (NCDOT)
- 2' Contours
- 10' Contours
- Surrounding Potential Sites


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▲

1 in = 100 feet

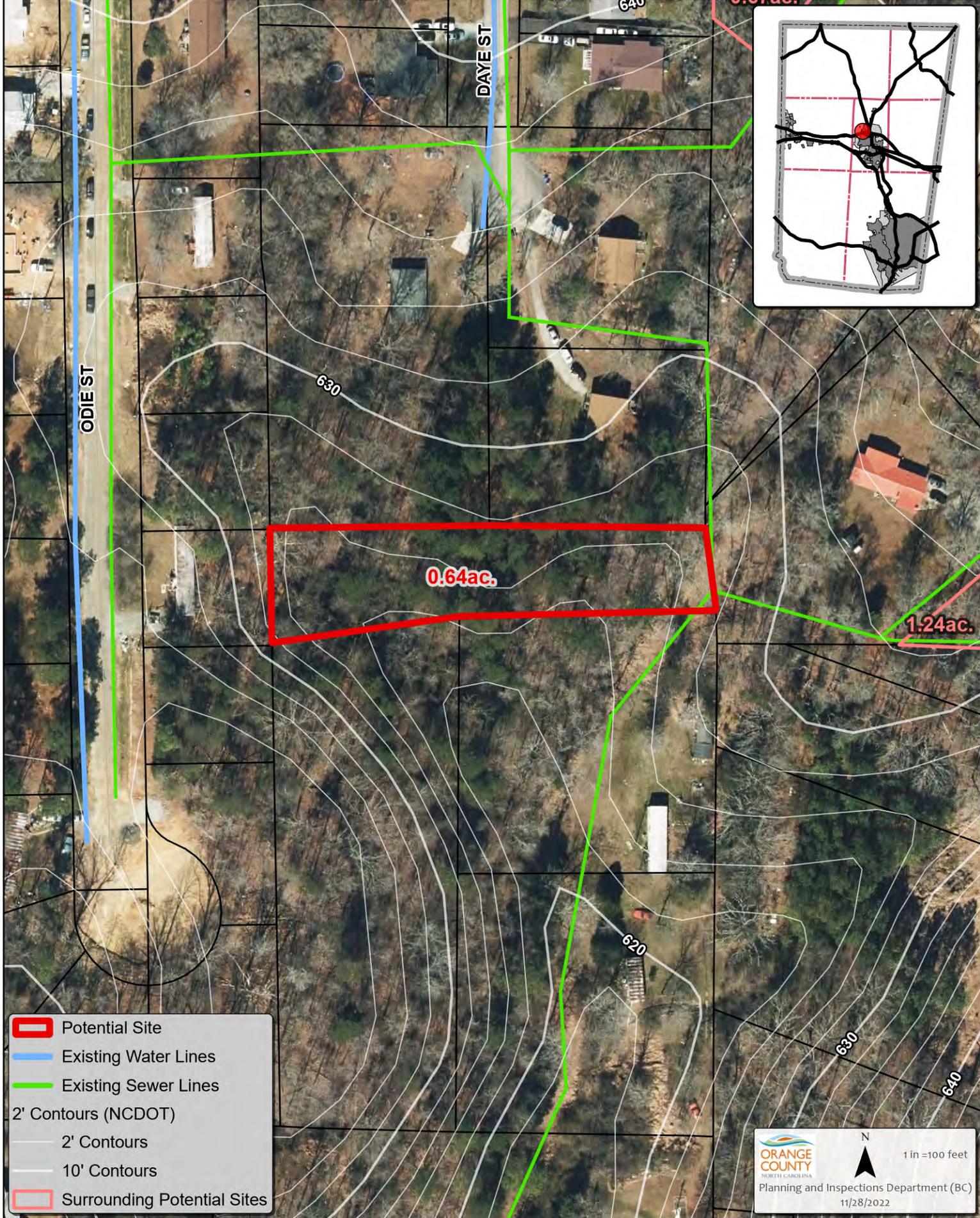
ORANGE COUNTY
 NORTH CAROLINA
 Planning and Inspections Department (BC)
 11/28/2022

Orange County Surplus Land for Affordable Housing: 9844881230

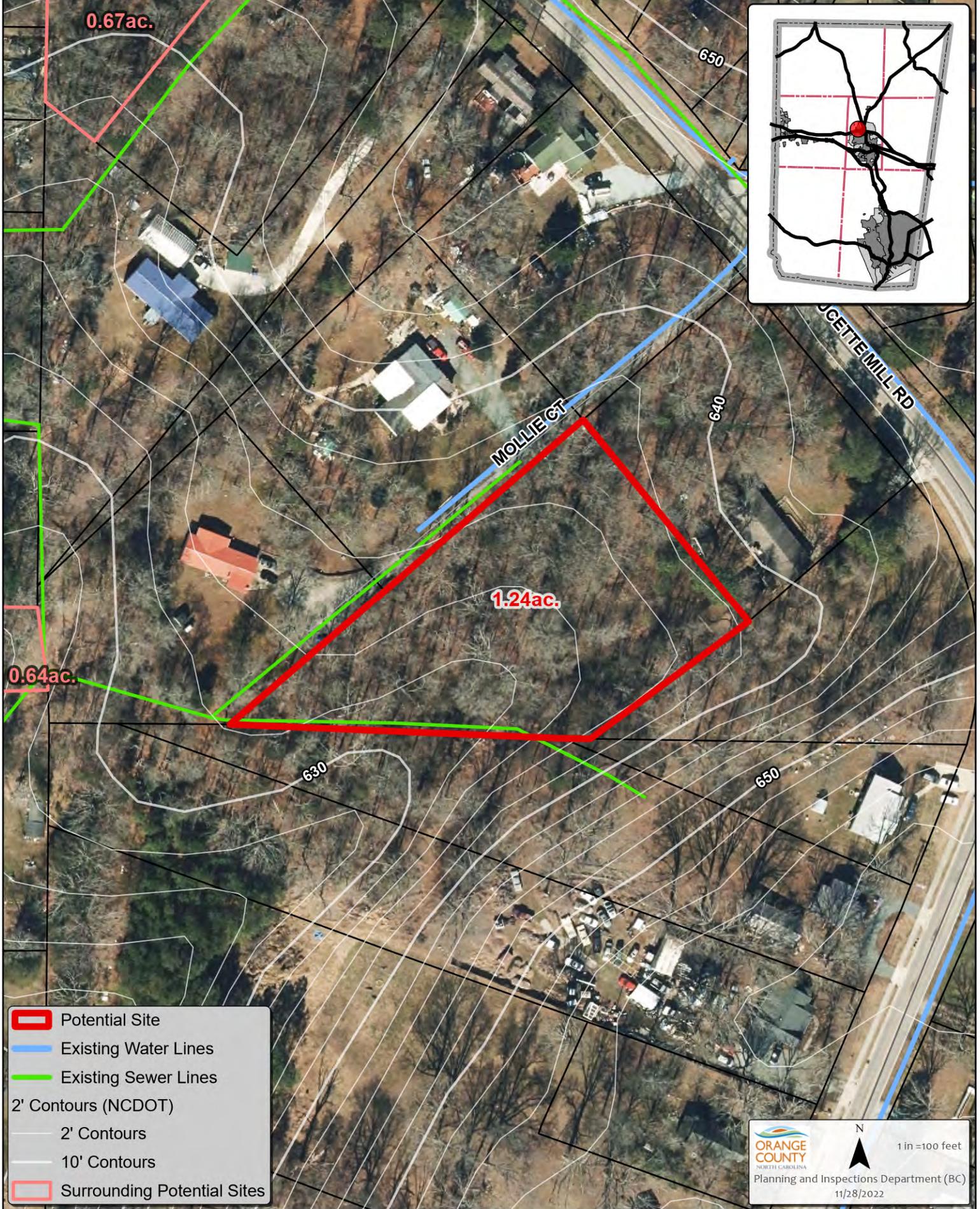


- Potential Site
- Existing Water Lines
- Existing Sewer Lines
- 2' Contours (NCDOT)
- 2' Contours
- 10' Contours

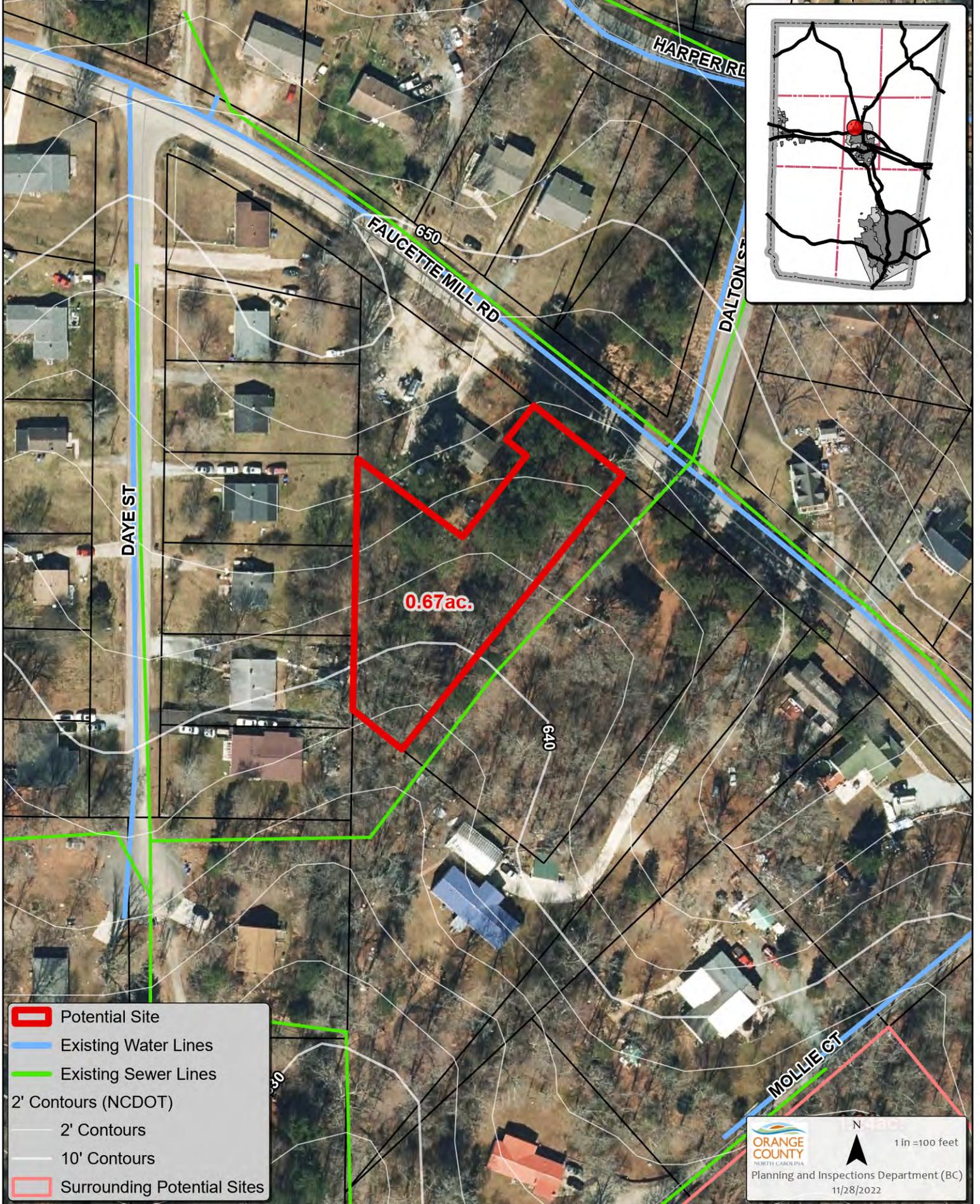
Orange County Surplus Land for Affordable Housing: 9865517394



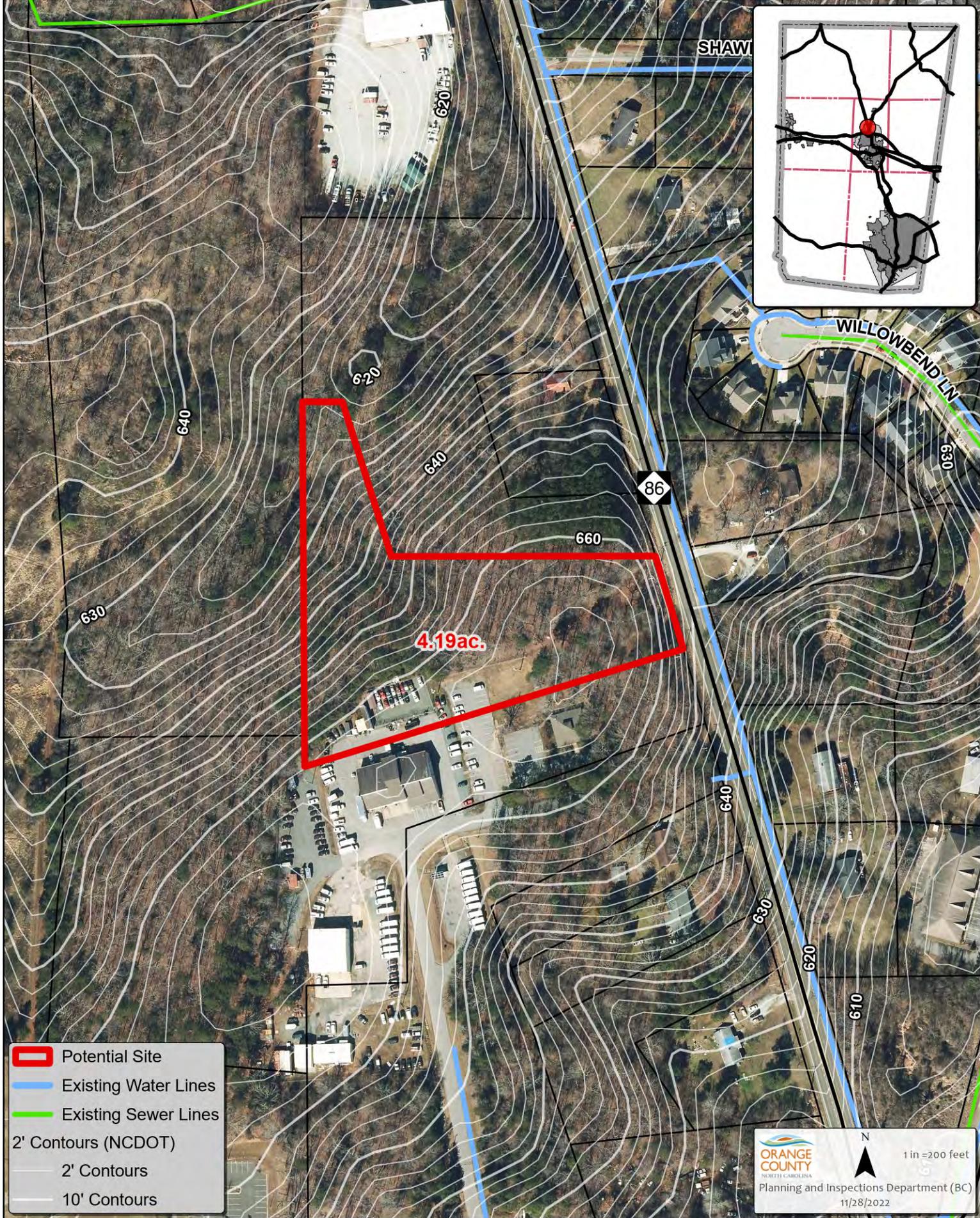
Orange County Surplus Land for Affordable Housing: 9865614458



Orange County Surplus Land for Affordable Housing: 9865622018



Orange County Surplus Land for Affordable Housing: 9865833379



- Potential Site
- Existing Water Lines
- Existing Sewer Lines
- 2' Contours (NCDOT)
- 2' Contours
- 10' Contours


 ORANGE COUNTY
 NORTH CAROLINA
 Planning and Inspections Department (BC)
 11/28/2022

N
 1 in = 200 feet



MEMORANDUM

TO: Board of County Commissioners
Bonnie Hammersley, Orange County Manager
Travis Myren, Orange County Deputy Manager

FROM: Cy Stober, Planning & Inspections Director

CC: Patrick Mallett, Interim Current Planning Supervisor
Taylor Perschau, Current Planning & Zoning Supervisor
Perdita Holtz, Special Projects Supervisor

DATE: December 13, 2022

SUBJECT: Residential Conditional District (R-CD) Zoning Amendments

The Orange County Planning staff recently received a zoning amendment application for a 36-lot Residential Conditional District (R-CD) project. The proposed project will be Orange County's first R-CD amendment request. The Orange County Unified Development Ordinance (UDO) was amended in 2020 to reflect the re-codification of authority to NC General Statutes 160D. Existing conditional zoning in the UDO was expanded to include residential projects. These new zoning districts are described in detail in UDO §3.8 (pp. 3-60 – 3-72) and the procedures outlined in UDO §2.9. Use-specific standards for a project (i.e. flexible developments) still apply but are negotiable, provided such deviations from the UDO standards are provided in writing and are limited to those that address conformance of the development and use of the site and impacts that may reasonably be expected to be generated by the proposed development or use.

Conditional zoning enables a mutual negotiation between the BOCC and the applicant regarding project elements. Conditional zoning allows for more flexibility than conventional zoning, including possible deviation from UDO standards, and the empowerment of the BOCC to negotiate with the applicant on project elements, such as amenities/features that are not required by the UDO but address impacts reasonably expected to be generated by the development or use of the site. See UDO 2.9.1(F)(3).

Presuming the project proceeds, it will be thoroughly reviewed by Orange County Planning staff for adherence to Orange County UDO standards, including any conditions requested to deviate from those standards. In the specific R-CD request anticipated, the Major Subdivision and Flexible Development standards will need to either be met or relief must be clearly requested as a condition of approval by the applicant. The staff will consider any such requested conditions to ensure consistency with Orange County's adopted plans before making a recommendation to the Planning Board and BOCC. Additionally, the Planning Board may recommend approval with additional conditions. Any such actions will be clearly conveyed by staff.

All conditional zoning amendments, whether they are residential or otherwise, are considered by the BOCC at a legislative public hearing. As such, it is permissible for BOCC and Planning

Board members to meet with the applicant to discuss their request outside of the public hearing, provided that the number of board members meeting with the applicant at any one time does not require an open meetings disclosure under NCGS 143-318. Simply meeting with the applicant for more information does not prohibit an elected or appointed official from voting on a conditional zoning request, just as meeting with opponents of the project does not disqualify an official from voting on a request.

Please communicate any feedback or questions to Cy Stober, Planning & Inspections Director (cstober@orangecountync.gov).