



**Orange County
Board of Commissioners**

Agenda

Virtual Business Meeting

March 24, 2020

7:00 p.m.

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

Due to current public health concerns, the Board of Commissioners is conducting an abbreviated, Virtual Business meeting on March 24, 2020 utilizing GoToMeeting. Members of the Board of Commissioners will be participating in the meeting remotely. Members of the public will be able to view and listen to the meeting, but will not have the opportunity to speak at any point during this meeting. The public may submit written comments by sending an email to ocbooc@orangecountync.gov.

As in prior meetings, the meeting will be streamed in real-time on the County's website for public viewing/listening, real-time broadcast on Spectrum Cable, and video-recorded for future television broadcast and reference on the County's website.

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

1. Additions or Changes to the Agenda

PUBLIC CHARGE

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

2. Public Comments (Limited to One Hour)

****NOT APPLICABLE FOR THIS MEETING****

(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)

****NOT APPLICABLE FOR THIS MEETING****

4. Proclamations/ Resolutions/ Special Presentations

5. Public Hearings

6. Regular Agenda

a. Approval of Emergency Small Business Funding Program

7. Reports

8. Consent Agenda

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

a. Minutes - NONE

b. Recommendations for Employee Health Insurance and Other Benefits

c. Fiscal Year 2019-20 Budget Amendment #7

d. Approval of Amendment to the Orange County Procurement and Disbursement Policy, Housing Rehabilitation Programs, Including Local and North Carolina Housing Finance Agency (NCHFA) Urgent Repair Activities

e. Orange County Transit Plan (OCTP) Update Award of Contract

f. Appointment of Commissioner Sally Greene to the NCACC Opioid Litigation Settlement Work Group

g. Delegation of Emergency Contracting Authority to the County Manager

9. County Manager's Report

10. County Attorney's Report

11. *Appointments

12. Information Items

- March 10, 2020 BOCC Meeting Follow-up Actions List
- MMC Facilitated Conversation about the Greene Tract - Final Session Notes - February 14, 2020

13. Closed Session

14. Adjournment



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

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

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

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 24, 2020

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

SUBJECT: Approval of Emergency Small Business Funding Program

DEPARTMENT(S): County Manager

ATTACHMENT:

INFORMATION CONTACT:

Bonnie Hammersley, (919) 245-2300

Travis Myren, (919) 245-2308

PURPOSE: To provide Emergency Small Business funding to Orange County small businesses experiencing revenue loss due to the coronavirus pandemic in the form of both grants and loans. This program will be funded using Article 46 Sales Tax revenue that was originally budgeted in the Small Business Loan Program. The current balance in the Article 46 Small Business Loan Program is approximately \$300,000.

BACKGROUND: The coronavirus pandemic has impacted the global stock markets and disrupted economic and business growth throughout the United States. The County is committed to supporting its local businesses and has established various grants and small business loan programs to facilitate economic development. Given the substantial financial impact on small businesses from this pandemic, a new Emergency Small Business Funding Program is intended to provide immediate financial assistance. The BOCC previously approved Article 46 Sales Tax funding for the Small Business Loan Program which will be used to fund the Emergency Small Business Funding Program.

Eligible small businesses may apply and qualify for either a grant, loan or both. An evaluation committee composed of two representatives each from the Small Business Grant Committee, the Agricultural Grant Committee, and the Small Business Loan (SBL) Board will make final determinations for both grants and loans. This group will be staffed by the County's Chief Finance Officer and Director of Economic Development. Following BOCC approval, this group will develop a plan to begin issuing grants and loans between April through June 2020. County staff will provide status reports to the Board.

Eligibility requirements:

- Orange County based businesses
- Minimum of one year of operations
- For-Profit business status
- Profit and Loss statement indicating profitability prior to coronavirus pandemic

Emergency financing program:

- Maximum grant of \$5,000 per small business with no repayment required.
- Maximum loan of \$20,000 per small business, according to the following terms:

- Businesses will be required to provide tax returns. The maximum loan and grant combination available to a small business will be limited to three months of fixed operating expenses.
- Loans will be repaid over a five (5) year term. No payments will be due during the first six months of loan origination.
- No interest will be charged on loans.
- Small business will agree to an auto-draft process for loan payments.

FINANCIAL IMPACT: The Emergency Small Business Funding Program is funded using funds originally authorized in the Article 46 Sales Tax Fund for the Small Business Loan Program. Approximately \$300,000 is available in this account. These funds will be used for the express purpose of making small business loans and grants to eligible businesses.

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 the Board approve the creation of the Emergency Small Business Funding Program and marketing of this program on the County's website, press release, and social media outlets to communicate available financial support to small businesses impacted by the coronavirus pandemic.

The Manager further recommends that an Emergency Small Business Funding Program Committee composed of two representatives each from the Small Business Grant Committee, the Agricultural Grant Committee, and the Small Business Loan (SBL) Board make final determinations between April through June for both grants and loans and that County staff provide status reports to the Board.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 24, 2020

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

SUBJECT: Recommendations for Employee Health Insurance and Other Benefits

DEPARTMENT: Human Resources

ATTACHMENT(S):

INFORMATION CONTACT:

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

PURPOSE: To approve the Manager's recommendations regarding employee health and dental insurance and other employee benefits effective July 1, 2020 through June 30, 2021, with no increase in appropriations for the FY2020/2021 Health Budget and an increase of funding for the Dental Budget of \$92,236. Further, the Manager is recommending that the County continues to participate as a member of the North Carolina Health Insurance Pool (NCHIP).

BACKGROUND: The County provides employees with a comprehensive benefits plan, including health, dental and life insurance, an employee assistance program, flexible compensation plan and paid leave for permanent employees. Additionally, the County contributes to the Local Governmental Employee's Retirement System and a supplemental retirement plan.

In FY2018/2019, the Board of County Commissions approved the County's participation in the North Carolina Health Insurance Pool and approved increasing Health Insurance funding (County share) \$750,000 and the Dental Insurance funding (County share) \$125,521. The County maintained current premium equivalent rates for health insurance and dental coverage for employees and pre-65 retirees. The total FY2018/2019 was projected to be approximately \$13.3 million (including health savings account contributions) based on increases to current enrollment of 1,068 employees and pre-65 retirees. The County contribution was projected at \$11.9 million; representing a 5.9 percent increase to the FY2018/2019 budget.

In FY2019/2020, the Board of County Commissions approved the County's continued participation in the North Carolina Health Insurance Pool with no increase to the Health Insurance (70 Fund). The County maintained current premium equivalent rates for health

insurance and dental coverage for employees and pre-65 retirees. The total FY2019/2020 appropriation is \$13.3 million (including health savings account contributions).

Health Insurance

For the FY2020/2021 plan year, no increase to the Health Insurance (70 Fund) is recommended. As such, a budget of \$13 million (including health savings account contributions) based on current enrollments employees and pre-65 retirees. The County contribution is projected at \$11 million.

Through February 2020, Orange County is in a very good position from a reserve perspective with NCHIP. Average monthly enrollment is 1,063 employees (1,758 total members). Actual spending through February 2020 is \$8,028,107 which is comprised of \$6,944,910 for total net claims paid and \$1,083,197 for total fixed costs. Total reserve balance YTD has increased by \$693K and over two years is currently \$3,400,230. This is well over the recommended reserve level due to extremely favorable claim experience the last 20 months and ability to share large claim risk with NCHIP partners.

The following shows the total reserve balance by plan year:

Year	2018/2019	2019/2020 (through Feb 20)	Total
Average Monthly Employees	1,053	1,063	
Total Funding	\$12,969,352	\$8,721,375	\$21,690,726
Fixed Costs*	\$1,692,821	\$1,083,197	\$2,776,018
Reallocated Total Claims	\$8,569,569	\$6,944,910	\$15,514,479
Total Cost	\$10,262,390	\$8,028,107	\$18,290,497
Net Variance (RESERVE)	\$2,706,962	\$693,268	\$3,400,230

(*Includes Administration, Stop Loss, Consulting, Legal, Accounting, D&O, Care Management Fees, SOA True Up and Benefits Administration)

The following represents total health care appropriations over the last five years:

	2016-17	2017-18	2018-19	2019-20	2020-21
Health Insurance Budget	\$11,784,305	\$12,585,606	\$13,333,299	\$13,333,299	\$13,333,299
Health Budget % Increase	6.33%	6.80%	5.94%	0.00%	0.00%

The following demonstrates the breakdown of the County and employee contribution relationship for health insurance based on current enrollment without health savings account equivalents.

NCHIP RATES ORANGE COUNTY

July 1, 2020 - June 30, 2021

Current PPO Plan	Premium Equivalent FY2020/2021	Enrollment	Monthly cost	TOTAL COST FY2020/2021	EMPLOYEE CONTRIBUTION	EMPLOYER CONTRIBUTION
Employee Only	\$806.59	572	\$461,369	\$5,536,434	\$0	\$5,536,434
Employee+Child(ren)	\$1,267.24	183	\$231,905	\$2,782,859	\$411,821	\$2,371,038
Employee+Spouse	\$1,631.71	50	\$81,586	\$979,026	\$279,456	\$699,570
Employee+Family	\$2,293.71	34	\$77,986	\$935,834	\$362,176	\$573,657
		839	\$852,846	\$10,234,152	\$1,053,453	\$9,180,700
Current CDHP Plan	Premium Equivalent FY2020/2021	Enrollment	Monthly cost	TOTAL COST FY2018/2019	EMPLOYEE CONTRIBUTION	EMPLOYER CONTRIBUTION
Employee Only	\$680.52	126	\$85,744	\$1,028,931	\$0	\$1,028,931
Employee+Child(ren)	\$1,065.16	53	\$56,453	\$677,442	\$91,936	\$585,506
Employee+Spouse	\$1,369.50	21	\$28,759	\$345,111	\$64,026	\$281,085
Employee+Family	\$1,922.26	32	\$61,512	\$738,148	\$196,437	\$541,711
		232	\$232,469	\$2,789,632	\$352,399	\$2,437,234
		1071	\$1,085,315	\$13,023,785	\$1,405,851	\$11,617,933

The Monthly/Semi-Monthly rates are listed as follows:

Current PPO Plan	Premium Equivalent FY2020/2021	Monthly County Cost Share	Monthly Employee Cost Share	Semi Monthly County Cost Share	Semi Monthly Employee Cost Share
Employee Only	\$806.59	\$806.59	\$0.00	\$403.30	\$0.00
Employee+Child(ren)	\$1,267.24	\$1,037.34	\$229.90	\$518.67	\$114.95
Employee+Spouse	\$1,631.71	\$1,222.51	\$409.20	\$611.26	\$204.60
Employee+Family	\$2,293.71	\$1,558.87	\$734.84	\$779.44	\$367.42
Current HDP Plan	Premium Equivalent FY2020/2021	Monthly County Cost Share	Monthly Employee Cost Share	Semi Monthly County Cost Share	Semi Monthly Employee Cost Share
Employee Only	\$680.52	\$680.51	\$0.00	\$340.26	\$0.00
Employee+Child(ren)	\$1,065.16	\$916.04	\$149.12	\$458.02	\$74.56
Employee+Spouse	\$1,369.50	\$1,109.29	\$260.20	\$554.64	\$130.10
Employee+Family	\$1,922.26	\$1,441.70	\$480.57	\$720.85	\$240.28

Dental and Vision Insurance

Delta Dental is the County's Dental provider and Community Eye Care provides the County's vision plan. The County will continue to provide coverage with Delta Dental and Community Eye Care. Vision premiums are paid 100 percent by employees and to date no increase has been proposed by Community Eye Care.

There is five percent increase to the FY2020/2021 Dental budget. While there is not increase of administrative cost, increasing the County contribution of premium equivalents is recommended

to cover expected claims for FY2020/2021. Orange County has experienced an increase in claims this fiscal year, and is projected to finish ten percent over budget year end (\$577K Budget v \$636K Year-End Estimate).

	2019/2020 Budget	2019/2020 Year End Estimate
Total Costs	\$577,596	\$636,931
EE Contributions	\$217,781	\$236,732
OC Contributions	\$359,815	\$400,200

The Manager recommends an increase of funding totaling \$92,236 for the FY2020/2021; this is total cost for employee and county contributions to premium equivalents. This represents a total increase of 16 percent over last year's budget.

FY 2020/2021 BUDGET	2019/2020 Budget	Recommended 2020/2021 Budget	Budget Increase
Total Costs	\$577,596	\$669,832	\$92,236
EE Contributions	\$217,781	\$236,732	\$18,951
OC Contributions	\$359,815	\$433,101	\$73,286

Monthly rates for dental coverage are listed below:

	Premium Tier	Monthly Premium Equivalent	Monthly Orange County Cost Share	Monthly Employee Cost Share	Semi Monthly Employee Cost Share
Delta Dental	Employee_only	\$30.49	\$30.49	\$0.00	\$0.00
	Employee_children	\$82.32	\$34.58	\$47.74	\$23.87
	Employee_spouse	\$73.17	\$33.85	\$39.32	\$19.66
	Family	\$106.71	\$36.51	\$70.20	\$35.10

FINANCIAL IMPACT: There are no additional appropriations for Health Insurance for FY2020/2021. An increase of \$92,236 is recommended to appropriately fund Dental Insurance coverage for FY2020/2021.

- **SOCIAL JUSTICE IMPACT:** The following two Orange County Social Justice Goals are applicable to this agenda item:
- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**
The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.
- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

RECOMMENDATION(S): The Manager recommends that the Board approve an increase of \$92,236 to the Health and Dental Insurance (70 Fund); \$0 increase for health insurance and \$92,236 for dental insurance for FY2020/2021; and recommends the County to continue to participate as a member in the North Carolina Health Insurance Pool (NCHIP).

ORD-2020-007

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 24, 2020

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

SUBJECT: Fiscal Year 2019-20 Budget Amendment #7

DEPARTMENT: Finance and Administrative Services

ATTACHMENT(S):

- Attachment 1. Budget As Amended Spreadsheet
- Attachment 2. Year-to-Date Budget Summary

INFORMATION CONTACT:

Paul Laughton, (919) 245-2152
Gary Donaldson, (919) 245-2453

PURPOSE: To approve budget ordinance amendments for fiscal year 2019-20.

BACKGROUND:

Arts Commission

1. The Arts Commission has received \$3,901 in donations and program revenues from class fees and the Paint it Orange fundraiser. These funds will be used for administrative program expenses. This budget amendment provides for the receipt of these additional funds for the above stated purpose in the Visitors Bureau Fund, outside of the General Fund. *(See Attachment 1, column 1)*

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

Housing and Community Development

2. The Department of Housing and Community Development is requesting a fund balance appropriation of \$71,000 from the Housing Fund, special revenue fund, outside of the General Fund, established specifically for the Housing Choice Voucher (HCV) program. These funds will be used toward the purchase of software, supplies, and services to support the HCV program. With this appropriation, approximately \$280,840 remains in the Housing Fund's available fund balance. This budget amendment provides for the fund balance appropriation of \$71,000 from the Housing Fund. *(See Attachment 1, column 2)*

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

- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.
- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**
The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

Health Department

3. The Health Department has received additional State funds of \$8,000 from the Department of Health and Human Services, Division of Public Health. These funds will be used in the Culturally and Linguistically Appropriate Services (CLAS) program to support an intern position, training, and materials costs related to the program. This budget amendment provides for the receipt of these additional funds for the above stated purposes. *(See Attachment 1, column #3)*

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

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**
The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

Animal Services

4. Orange County Animal Services has received \$28,804 in Community Giving donations. These funds will be used toward the care of seized animals. This budget amendment provides for the receipt of these donations for the above stated purpose. *(Attachment 1, column #4)*

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

County Manager

5. At its January 21, 2020 meeting, the Board of County Commissioners approved the 2020 Greene Tract Resolution and Interlocal Agreement between Orange County, the Town of Chapel Hill, and the Town of Carrboro to jointly fund the costs of an environmental assessment related to the Greene Tract. The estimated cost for the environmental assessment is \$40,000, with an approved cost share agreement of 43% Orange County, 43% Chapel Hill, and 14% Carrboro. The County's share of \$17,200 will come from

realized savings from the Racial Equity Training contract in FY 2019-20 within the County Manager's budget. This budget amendment provides for the receipt of the \$22,800 in revenue from the Towns for their cost share, and authorizes the County's share from current contract services savings within the County Manager's Office. (See *Attachment 1, column #5*)

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

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

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

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**

The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

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

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

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

ENVIRONMENTAL IMPACT: There are no Orange County Environmental Responsibility Goal impacts associated with the other Budget Amendment items, other than the one stated in Item #6.

FINANCIAL IMPACT: Financial impacts are included in the background information above. This budget amendment provides for the receipt of these additional funds in FY 2019-20 and increases the General Fund by \$59,604, the Visitors Bureau fund by \$3,901, and the Housing Choice Voucher Fund by \$71,000.

RECOMMENDATION(S): The Manager recommends the Board approve the budget ordinance amendments for fiscal year 2019-20.

Attachment 1. Orange County Proposed 2019-20 Budget Amendment

The 2019-20 Orange County Budget Ordinance is amended as follows:

Original Budget	Encumbrance Carry Forwards	Budget as Amended	Budget as Amended Through BOA #6	1. Arts Commission - receipt of additional \$3,901 in donations and program revenues from class fees and the Paint It Orange fundraiser	2. Housing and Community Development - fund balance appropriation of \$71,000 from the Housing Fund to purchase software, supplies, and services to support the Housing Choice Voucher program	3. Health Department - receipt of additional State funds of \$8,000 to support an intern position, training, and materials costs related to the Culturally and Linguistically Appropriate Services (CLAS) program	4. Animal Services - receipt of shelter donations totaling \$28,804 to be used toward the care of seized animals	5. County Manager's Office - receipt of \$22,800 from the Towns of Chapel Hill and Carboro for their cost share of the Greene Tract Environmental Assessment	Budget as Amended Through BOA #7
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General Fund

Revenue

Property Taxes	\$ 165,153,931	\$ -	\$ 165,153,931	\$ 165,153,931	\$ -	\$ -	\$ -	\$ -	\$ 165,153,931
Sales Taxes	\$ 25,372,861	\$ -	\$ 25,372,861	\$ 25,372,861	\$ -	\$ -	\$ -	\$ -	\$ 25,372,861
License and Permits	\$ 313,260	\$ -	\$ 313,260	\$ 313,260	\$ -	\$ -	\$ -	\$ -	\$ 313,260
Intergovernmental	\$ 18,278,612	\$ -	\$ 18,278,612	\$ 18,968,747	\$ -	\$ -	\$ 8,000	\$ 22,800	\$ 19,019,547
Charges for Service	\$ 12,704,833	\$ -	\$ 12,704,833	\$ 12,853,506	\$ -	\$ -	\$ -	\$ -	\$ 12,853,506
Investment Earnings	\$ 415,000	\$ -	\$ 415,000	\$ 449,721	\$ -	\$ -	\$ -	\$ -	\$ 449,721
Miscellaneous	\$ 3,040,769	\$ -	\$ 3,040,769	\$ 3,291,652	\$ -	\$ -	\$ 28,804	\$ -	\$ 3,320,456
Transfers from Other Funds	\$ 4,034,600	\$ -	\$ 4,034,600	\$ 4,034,600	\$ -	\$ -	\$ -	\$ -	\$ 4,034,600
Alternative Financing	\$ -	\$ -	\$ -	\$ 254,953	\$ -	\$ -	\$ -	\$ -	\$ 254,953
Fund Balance	\$ 7,808,006	\$ 1,468,810	\$ 9,276,816	\$ 9,253,092	\$ -	\$ -	\$ -	\$ -	\$ 9,253,092
Total General Fund Revenues	\$ 237,121,872	\$ 1,468,810	\$ 238,590,682	\$ 239,966,323	\$ -	\$ -	\$ 8,000	\$ 28,804	\$ 240,025,927

Expenditures

Support Services	\$ 12,465,362	\$ 421,862	\$ 12,887,224	\$ 11,996,733	\$ -	\$ -	\$ -	\$ -	\$ 11,996,733
General Government	\$ 23,540,653	\$ 104,565	\$ 23,645,218	\$ 23,802,378	\$ -	\$ -	\$ -	\$ 22,800	\$ 23,825,178
Community Services	\$ 14,421,090	\$ 196,963	\$ 14,618,053	\$ 14,886,792	\$ -	\$ -	\$ 28,804	\$ -	\$ 14,915,596
Human Services	\$ 40,822,906	\$ 410,483	\$ 41,233,389	\$ 42,533,514	\$ -	\$ -	\$ 8,000	\$ -	\$ 42,541,514
Public Safety	\$ 26,643,096	\$ 334,937	\$ 26,978,033	\$ 27,539,141	\$ -	\$ -	\$ -	\$ -	\$ 27,539,141
Education	\$ 111,279,115	\$ -	\$ 111,279,115	\$ 111,279,115	\$ -	\$ -	\$ -	\$ -	\$ 111,279,115
Transfers Out	\$ 7,949,650	\$ -	\$ 7,949,650	\$ 7,928,650	\$ -	\$ -	\$ -	\$ -	\$ 7,928,650
Total General Fund Appropriation	\$ 237,121,872	\$ 1,468,810	\$ 238,590,682	\$ 239,966,323	\$ -	\$ -	\$ 8,000	\$ 28,804	\$ 240,025,927
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Visitors Bureau Fund

Revenues

Occupancy Tax	\$ 1,423,571	\$ -	\$ 1,423,571	\$ 1,423,571	\$ -	\$ -	\$ -	\$ -	\$ 1,423,571
Sales and Fees	\$ 500	\$ -	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ 500
Intergovernmental	\$ 236,703	\$ -	\$ 236,703	\$ 415,405	\$ -	\$ -	\$ -	\$ -	\$ 415,405
Investment Earnings	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ 3,901	\$ -	\$ -	\$ -	\$ 3,901
Alternative Financing	\$ -	\$ -	\$ -	\$ 79,324	\$ -	\$ -	\$ -	\$ -	\$ 79,324
Appropriated Fund Balance	\$ 259,606	\$ 2,438	\$ 262,044	\$ 446,080	\$ -	\$ -	\$ -	\$ -	\$ 446,080
Total Revenues	\$ 1,924,380	\$ 2,438	\$ 1,926,818	\$ 2,368,880	\$ -	\$ -	\$ -	\$ -	\$ 2,372,781

Expenditures

General Government	\$ 211,168	\$ -	\$ 211,168	\$ 215,368	\$ -	\$ -	\$ -	\$ -	\$ 215,368
Community Services	\$ 1,713,212	\$ 2,438	\$ 1,715,650	\$ 2,153,512	\$ 3,901	\$ -	\$ -	\$ -	\$ 2,157,413
Total Visitors Bureau Expenditures	\$ 1,924,380	\$ 2,438	\$ 1,926,818	\$ 2,368,880	\$ 3,901	\$ -	\$ -	\$ -	\$ 2,372,781

Section 8 Housing Fund

Revenues

Intergovernmental	\$ 4,201,264	\$ -	\$ 4,201,264	\$ 4,939,218	\$ -	\$ -	\$ -	\$ -	\$ 4,939,218
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer from General Fund	\$ 221,060	\$ -	\$ 221,060	\$ 221,060	\$ -	\$ -	\$ -	\$ -	\$ 221,060
Appropriated Fund Balance	\$ -	\$ 11,652	\$ 11,652	\$ 11,652	\$ 71,000	\$ -	\$ -	\$ -	\$ 82,652
Total Housing Fund Revenues	\$ 4,422,324	\$ 11,652	\$ 4,433,976	\$ 5,171,930	\$ 71,000	\$ -	\$ -	\$ -	\$ 5,242,930

Expenditures

Housing Fund	\$ 4,422,324	\$ 11,652	\$ 4,433,976	\$ 5,171,930	\$ 71,000	\$ -	\$ -	\$ -	\$ 5,242,930
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Year-To-Date Budget Summary

Fiscal Year 2019-20

General Fund Budget Summary

Original General Fund Budget	\$237,121,872
Additional Revenue Received Through Budget Amendment #7 (March 24, 2020)	
Grant Funds	\$254,453
Non Grant Funds	\$1,204,516
General Fund - Fund Balance for Anticipated Appropriations (i.e. Encumbrances)	\$1,468,810
General Fund - Fund Balance Appropriated to Cover Anticipated and Unanticipated Expenditures	(\$23,724)
Total Amended General Fund Budget	\$240,025,927
Dollar Change in 2019-20 Approved General Fund Budget	\$2,904,055
% Change in 2019-20 Approved General Fund Budget	1.22%

Authorized Full Time Equivalent Positions

Original Approved General Fund Full Time Equivalent Positions	945.470
Original Approved Other Funds Full Time Equivalent Positions	98.350
Total Approved Full-Time-Equivalent Positions for Fiscal Year 2019-20	1,043.820

Paul:

increase a .50 FTE Navigator position in Health Department to 1.00 FTE thru FY 19-20 (BOA #1); increase a .75 FTE Navigator position to 1.00 FTE thru FY 19-20, and moves both temporary FTE increases for these Navigators from GF to Grant Fund (BOA #2); increase a 1.0 FTE Deputy Sheriff I - SRO Position (BOA #2-A); increase a 1.0 FTE time-limited Human Services Specialist position in DSS (BOA #3-A); change Social Worker II position in Dept. on Aging from time-limited permanent; no change in # of FTEs (BOA #7)

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT
Meeting Date: March 24, 2020**

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

SUBJECT: Approval of Amendment to the Orange County Procurement and Disbursement Policy, Housing Rehabilitation Programs, Including Local and North Carolina Housing Finance Agency (NCHFA) Urgent Repair Activities

DEPARTMENT: Department of Housing and
Community Development

ATTACHMENT(S):

Attachment 1: Draft Orange County
Procurement and Disbursement
Policy

INFORMATION CONTACT:

Emila Sutton, Director, Housing and
Community Development, (919) 245-2490

PURPOSE: To approve an amendment to the Orange County Procurement and Disbursement Policy for County- and State-funded urgent repair projects to allow the Department of Housing and Community Development to 1) select eligible contractors from the Approved Contractor Registry, on a rotating basis, to submit responsive and responsible bids for projects funded by the North Carolina Housing Finance Agency (NCHFA) Urgent Repair Program; 2) eliminate the 10% retaining fee held for 60 days after the completion of an urgent repair project; and 3) make the partial payment requirements consistent with the standard contract used for rehabilitation work.

BACKGROUND: To apply for NCHFA Urgent Repair Program funds, the County must submit a procurement and disbursement policy approved by the local legislative body. The most recent policy, approved by the BOCC on September 3, 2019, as well as previous policies, required a traditional bid procedure in which a minimum of three (3) eligible contractors were invited to bid on a project and the lowest responsive and responsible bidder was selected for the contract.

Urgent repair projects funded solely with County funds have more flexibility. A Rehabilitation Specialist may use the Approved Contractor Registry and request a bid from the contractor next on the list. If the contractor submits a bid that is responsive and responsible, that bid is automatically accepted. After the successful completion of the project, that contractor is rotated to the end of the list and the next contractor on the list becomes eligible to submit a bid for the next local project.

This flexibility for County-funded projects was previously added because it has become increasingly difficult to solicit bids for relatively small urgent repair jobs. Considerable time and effort are expended to solicit bids for an urgent repair project, and often only one or no bids are received. This request is to provide a more flexible procurement process to urgent repair projects funded by NCHFA. A request was sent to NCHFA regarding this proposed amendment and NCHFA responded that "there are too many projects and not enough contractors right now, so any new procedures that meet the expectations for procurement and disbursement for a critical repair program like URP will surely be encouraged and considered."

This amendment would also eliminate the 10% retaining fee (also known as the holdback) held for 60 days after the final inspection. This would pertain only to urgent repair projects, which by

definition do not exceed a maximum of \$10,000 (or \$15,000 for septic or well activities²). A retaining fee for a specific project has never had to be used and is considered redundant since all construction work has a one-year warranty. Moreover, a Rehabilitation Specialist must track down the homeowner and contractor for the required signatures before releasing payment.

This amendment would also make the partial payment requirements consistent between this Policy and the standard contract used for urgent repair and rehab projects. Currently, this Policy allows the contractor to request partial payments (known as draws) based on the percentage of work completed, which is more open to interpretation. The standard contract is more definitive since the partial payments are based on the value of the items in the contract that have been completed. It also does not allow for partial payments for a contract valued at less than \$10,000, which minimizes staff time devoted to processing multiple invoices in small amounts.

As stated previously, these proposed amendments would apply only to urgent repair projects. Moderate and comprehensive rehab projects will continue to follow the conventional procurement and disbursement process.

FINANCIAL IMPACT: There will be no financial impact to the County if the BOCC approves the revised Orange Country Procurement and Disbursement Policy.

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 revised Orange County Procurement and Disbursement Policy will enhance a program that makes critical repairs on homes owned by low-income residents, thereby helping those residents meet basic shelter needs.

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

- **GOAL: ENERGY EFFICIENCY AND WASTE REDUCTION**

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

The revised Orange County Procurement and Disbursement Policy will enhance a program that makes critical repairs on homes owned by low-income residents, including repairs that will allow those residents to conserve energy.

RECOMMENDATION(S): The Manager recommends that the Board approve the amendment to the Orange County Procurement and Disbursement Policy for County- and State-funded urgent repair activities to allow the Department of Housing and Community Development to 1) select eligible contractors from the Approved Contractor Registry, on a rotating basis, to submit responsive and responsible bids for projects funded by the North Carolina Housing Finance Agency (NCHFA) Urgent Repair Program; 2) eliminate the 10% retaining fee held for 60 days after the completion of an urgent repair project; and 3) make the partial payment requirements consistent with the standard contract used for rehabilitation work.

ORANGE COUNTY PROCUREMENT AND DISBURSEMENT POLICY
Housing Rehabilitation Programs, Including Local and North Carolina Housing Finance
Agency (NCHFA) Urgent Repair Activities

A. Procurement Policy

1. To the maximum extent practical, Orange County (the County) promotes a fair, open, and competitive procurement process as required under the NCHFA Urgent Repair Program (URP) and the County's local housing rehabilitation programs. Bids are invited from contractors who are included on the County's Approved Contractor Registry. Any current contractor listed with and approved by the County and in good standing (i.e., no unresolved past performance issues and not listed on the federal or state debarred list) will receive automatic approval status on the Approved Contractor Registry.
2. To be listed on the Approved Contractor Registry, a contractor must complete an application, submit proof of insurance, and have their recent work inspected and approved by the Rehabilitation Specialist. All contractors' insurance renewals must be submitted to the County on an annual basis. In order to bid on a pre-1978 property, the contractor's firm must be Renovate, Repair and Paint (RR&P) certified and have their RR&P certificate on file with the County.
3. To the maximum extent practical, a minimum of three (3) eligible contractors on the Approved Contractor Registry should be invited to bid on each job and the lowest, most responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means: (a) the contractor is deemed able to complete the work in a timely fashion; (b) the bid is within fifteen percent (15%) in either direction of the County's cost estimate; (c) the contractor has not been suspended or debarred; and (d) there is no real or perceived conflict of interest. Due to increasing difficulty of soliciting eligible bids for urgent repair projects, the County may solicit a bid from an eligible contractor on the Approved Contractor Registry based on their rotating placement on the Registry. If the selected contractor submits a responsive and responsible bid, it will be accepted. After successful completion of the project, that contractor will rotate to the end of the Registry. If the contractor does not submit a responsive and responsible bid or chooses not to submit a bid, the next contractor on the Registry will be eligible to submit a bid on the project. In emergency situations, telephone or email bids or quotes will be accepted and documentation of the bids or quotes will be maintained in the project file.
4. Although bid packages may be bundled for multiple job sites, these bids shall be considered separate when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site. No contractor shall have more than three (3) open jobs at any one time. A job shall be considered "open" once a contract is signed.

5. Bid packages shall consist of an invitation to bid, work write-up(s), and bid sheet(s) for each job, including instructions for distribution and receipt of bids. For urgent repair projects, contractors will be given no less than seven (7) days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house to prepare a bid. For moderate and comprehensive housing rehabilitation projects, contractors will be given no less than ten (10) days in which to inspect the property and prepare bid proposals.
6. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Any discrepancies must be reconciled prior to a contract being awarded.
7. The County reserves the right to reject any or all bids at any time during the procurement process.
8. In an emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking quotes and bids by telephone, email, fax and the like. Should such methods ever be necessary, the transaction, including the nature of the emergency, will be fully documented in the project file. If telephone bids are used, the County will call the next eligible contractor on the Approved Contractor Registry who has indicated a desire to be on the Emergency Call List. The County will track who has been called and been responsive and will rotate through the Emergency Call List before beginning the rotation again.
9. All sealed bids will be opened publicly at the Department of Housing and Community Development (DHCD) located at 300 W. Tryon Street, Hillsborough, NC at a date and time specified in the bid invitation. All bidders are invited and welcome to attend. Within 72 hours of the bid opening, after the review of bid breakdowns and construction schedules, the winning bidder(s) will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid; 2) the amount of the winning bid; and 3) the specific reasons for the selection if the lowest bidder was not selected.
10. The contractor is responsible for obtaining a building permit for the project before beginning work. The permit must be posted at the project site during the entire period of construction. If applicable, the contractor will obtain a permit for lead and/or asbestos hazard-related activities. The Rehabilitation Specialist will closely monitor the construction to make sure that the work is done according to the work write-up (which is made part of the contract by reference) and in a timely fashion. Local code enforcement officials will, if required, inspect the work for compliance with the NC State Building Code and the local minimum housing code. The homeowner will be responsible for working with the contractor to clear their personal property from the work areas, as needed and as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.

11. Any change to the original scope of work must be made in the form of a written change order to be agreed upon and signed by all parties to the original contract and two representatives of the County. The change order must detail any changes to the original contract price.
12. No work may begin before a contract is executed and a written order to proceed provided to the contractor. A pre-construction conference and a "walk through" must also be held before commencement of the project. The pre-construction conference can be held at the DHCD. The walk through must be held at the project site. At this time, the homeowner, contractor, and the Rehabilitation Specialist will discuss the details of the work to be completed. Project start and end dates will be finalized, along with any special arrangements such as weekend or evening work hours and the disposition of items to be removed from the home. Within 24 hours of the pre-construction conference, the County will issue a "proceed order" formally instructing the contractor to commence work by the agreed upon date.
13. Orange County is an equal opportunity employer, implements non-discriminatory practices in its procurement and disbursement, and will make special outreach efforts to include Minority/Women Business Enterprise (MWBE) businesses within its contractor and subcontractor pool. Contractors will be chosen by the above criteria without regard to race, color, national origin, disability, religion, age, sex/gender, sexual orientation, gender identity and expression, marital status, or veteran status.

B. Disbursement Policy

1. All repair work must be inspected by the Rehabilitation Specialist, the local Building or Minimum Housing Code Inspector, when applicable, and the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original cost-per-item invoice from the contractor. The contractor should allow up to 14 business days for processing the invoice for payment.
2. The contractor is entitled to request a maximum of two (2) partial payments and a final payment. For moderate and comprehensive rehabilitation projects only, there will also be a 10% retaining fee based on the value of the contract to be held for the 60-day retention inspection. No partial payments will be made for contracts less than \$10,000. For contracts greater than \$10,000, a maximum of three (3) partial payments can be requested by the contractor, each no less than 33% of the value of the contract (less the 10% retaining fee). When a payment is requested, the Rehabilitation Specialist will inspect the work within three (3) days, determine the percentage of job completion and calculate a payment based on the percentage completion.

3. Following completion of construction, the contractor and the Rehabilitation Specialist will meet with the homeowner in a post-construction conference. At this time, the contractor will provide the owner's manuals and warranties on equipment and materials to the homeowner and be available to answer questions.
4. When the contractor declares the work complete, the Rehabilitation Specialist will thoroughly inspect the work as part of the project closeout. If any of the work is deemed unsatisfactory, it must be corrected prior to the authorization of final payment. If the contractor fails to correct the work to the satisfaction of the Rehabilitation Specialist, payment may be withheld until such time as the work is deemed satisfactory. If a dispute occurs, contractors may follow the procedure dealing with complaints, disputes and appeals in the County's Urgent Repair Loan Pool Assistance Policy. Contractors must abide by the final decision as stated in the policy. The homeowner, Rehabilitation Specialist and Housing and Community Development Manager must sign off on the work. After the receipt of the contractor's final invoice, inspections, certificate of completion and lien releases, the final payment will be processed. All material and workmanship will be guaranteed by the contractor for a period of one (1) year from the date of completion of the work.
5. Orange County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
6. All contractors, subcontractors and suppliers must sign a lien waiver prior to the disbursement of funds.

The Orange County Procurement and Disbursement Policy, as revised, is adopted this _____ day of _____, 20____.

ORANGE COUNTY, NC

BY: _____
Chair, Board of County Commissioners

ATTEST: _____

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 24, 2020

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

SUBJECT: Orange County Transit Plan (OCTP) Update Award of Contract

DEPARTMENT: Manager's Office, Planning &
Inspections

ATTACHMENT(S):

1. Contract
2. Request for Qualifications (RFQ) –
Page 9

INFORMATION CONTACT:

Travis Myren, Deputy County Manager,
919-245-2308
Craig Benedict, Planning & Inspections
Director, 919-245-2592

PURPOSE: To award a consultant contract to update the 2017 Orange County Transit Plan.

BACKGROUND: Orange County, with its local and regional transit partners, created adopted transit plans in 2012 and 2017 (with amendments). The financial basis of these plans was to augment transit service related to enabling legislation and a county referendum to create revenue in the form of ½ cent transit tax and vehicle registration and rental fees in 2011.

The existing 2017 plan included the Durham-Orange Light Rail (LRT) proposal, which was discontinued last year.

In light of the absence of the LRT project, a new transit plan path forward process was developed last fall to include the hiring of a transit consultant. A countywide transit team (over 20 people) including local governments, Triangle J Council of Governments, GoTriangle, and the MPO was informally created to assist in the Request for Qualifications (RFQ) document and eventual screening of the applicants by a smaller group.

The evaluation team (4 people) heard formal presentations from all three potential vendors and their sub-consultants and unanimously chose Renaissance Planning Group LP and three sub consultants; Jarett Walker and Associates, Irma McClaurin Solutions, and Bilingual Communications. The County's procurement policies are fulfilled by these consultants. References were checked and found to be positive for the chosen vendors.

The scope of services is extensive and includes the evaluation of existing service, future service in light of LRT discontinue, outreach, working with the OCTP Policy Steering Committee (PSC), identifying financial sustainability and, as importantly, the regional connectivity element. This last element will be coordinated with Durham, Wake, and other adjacent counties in the transit

sphere of influence. Durham County is similarly updating its plan in the same timeframe which is planned for January-February 2021.

This timeframe is timed to an annual review and budget of the plan each July and consistent with Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Burlington-Graham Metropolitan Planning Organization, and Triangle Area Rural Planning Organization transportation and transit processes.

At the November 7, 2019 Board meeting, Deputy County Manager Travis Myren gave an overview to the BOCC related to existing revenues and expenditures. Although short term plans have limitations with investment in North-South Bus-Rapid Transit capital in Chapel Hill, the consultant will develop a transit plan and financial plan analyzing revenues and expenditures through 2040.

FINANCIAL IMPACT: Funds for this consultant were earmarked in the OCTP budget in late 2019 in the amount of \$500,000. However, this contract is not to exceed \$287,218. This money will be reimbursed from the Article 43 Transit tax OCTP budget operated by GoTriangle, as the taxing district.

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

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

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

- **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: 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.

RECOMMENDATION(S): The Manager recommends that the Board approve the contract and authorize the Manager to sign the contract and any amendments, not to exceed \$500,000.

[Departmental Use Only]
Title Transit Plan Update
FY 2019-20

NORTH CAROLINA

CONSULTING SERVICES AGREEMENT RFQ

ORANGE COUNTY

This Agreement, made and entered into this 24th day of March, 2020, (“Effective Date”) by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and Renaissance Planning Group, Inc., (hereinafter, the "Consultant").

WITNESSETH:

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

ARTICLE 1 SCOPE OF WORK

1.1 Scope of Work

1.1.1 This Services Agreement (“Agreement”) is for professional consulting services to be rendered by Consultant to County with respect to (insert type of project) updating the 2017 Orange County Transit Plan

1.1.2 By executing this Agreement, the Consultant represents and agrees that Consultant is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.

1.1.3 Time is of the essence with respect to this Agreement.

1.1.4 The services to be performed under this Agreement consist of Basic Services, as described and designated in Article 3 hereof. Compensation to the Consultant for Basic Services under this Agreement shall be as set forth herein.

ARTICLE 2 RESPONSIBILITIES OF THE CONSULTANT

2.1 Services to be Provided. The Consultant shall provide the County with all services required in Article 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.

2.2. Standard of Care

2.2.1 The Consultant shall exercise reasonable care and diligence in performing services under this Agreement in accordance with generally accepted standards of this type of Consultant practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Consultant is solely

responsible for the professional quality, accuracy and timely completion and submission of all reports, drawings, specifications, plans, documents and services (hereinafter “Deliverables”) related to the Basic Services.

2.2.2 The Consultant shall be responsible for all errors or omissions in the deliverables prepared by the Consultant.

2.2.3 The Consultant shall correct at no additional cost to the County any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts in any Deliverables prepared by the Consultant.

2.2.4 The Consultant shall assure that all Deliverables prepared by it hereunder are in accordance with applicable laws, statutes, and that any necessary or appropriate applications for approvals are submitted to federal, state and local governments or agencies in a timely manner so as not to delay the Project.

2.2.5 The Consultant shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.

2.2.6 Any and all employees of the Consultant engaged by the Consultant in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees or agents of the Consultant only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Consultant.

2.2.7 If activities related to the performance of this agreement require specific licenses, certifications, or related credentials Consultant represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

ARTICLE 3 BASIC SERVICES

3.1 Basic Services

3.1.1 The Consultant shall perform as Basic Services the work and services described herein and as specified in the County’s Request for Qualifications RFQ Number 5278 for transit consulting services (the “RFQ”) issued January 6th, 2020, which is fully incorporated and integrated herein by reference together with Attachments A "Task List and Milestone Dates", B "Pay Schedule," and C "Additional Services and Deliverable Schedule" (designate all attachments).

3.1.2 The Basic Services will be performed by the Consultant in accordance with the following schedule found in Attachment A “Scope of Work and Milestone Deliverable Schedule.”

3.1.3 Should County reasonably determine that Consultant has not met the Milestone Dates established in Section 3.1.2 of this Article, County shall notify Consultant of the failure to meet the Milestone Date. The County, at its discretion may provide the Consultant seven (7) days to cure the breach. County may withhold the accompanying payment without penalty until such time as Consultant cures the Breach. In the alternative, upon Consultant's failure to meet any Milestone Date the County may modify the Milestone Date schedule. Should Consultant or its representatives fail to cure the breach within seven (7) days, or fail to reasonably agree to such modified schedule County may immediately terminate this Agreement in writing without penalty or incurring further obligation to Consultant. This section shall not be interpreted to limit the definition of breach to the failure to meet Milestone Dates.

ARTICLE 4 DURATION OF SERVICES

4.1 Scheduling of Services

4.1.1 The Consultant shall schedule and perform his activities in a timely manner so as to meet the Milestone Dates listed in Article 3.

4.1.2 Should the County determine that the Consultant is behind schedule, it may require the Consultant to expedite and accelerate his efforts, including providing additional resources and working overtime, as necessary, to perform his services in accordance with the approved project schedule at no additional cost to the County.

4.1.3 The Commencement Date for the Consultant's Basic Services shall be upon execution of the contract by both parties.

ARTICLE 5 COMPENSATION

5.1 Compensation for Basic Services

5.1.1 Compensation for Basic Services shall include all compensation due the Consultant from the County for all services satisfactorily (as determined by the County) performed pursuant to this Agreement except for any authorized Reimbursable Expenses which are defined herein. The maximum amount payable for Basic Services is two hundred eighty seven thousand two hundred eighteen Dollars (\$287,218.00). Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as set out in Attachment B, the "Pay Schedule."

ARTICLE 6 RESPONSIBILITIES OF THE COUNTY

6.1 Cooperation and Coordination

6.1.1 The County has designated Craig N. Benedict, AICP, Orange County Planning Director, to act as the County's representative with respect to the Project and shall have the authority to render decisions within guidelines established by the County Manager and the County Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

6.1.2 The County shall be solely responsible for determining whether Consultant as satisfactorily completed Tasks associated with Milestone Dates. Upon County's written determination to Consultant that a Task has been satisfactorily completed by its accompanying Milestone Date Consultant may submit an invoice for payment. It is agreed that County shall not unreasonably withhold its determination of satisfactory completion of any Task. In the event the amount of an invoice is disputed County may withhold payment until the dispute is resolved by the parties. County may also withhold payment on an invoice until the satisfactory completion of a Task by Consultant.

ARTICLE 7 INSURANCE AND INDEMNITY

7.1 General Requirements

7.1.1 Consultant shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, Professional Liability Insurance, and any additional insurance as may be required by Owner's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php). If Owner's Risk Manager determines additional insurance coverage is required such additional insurance shall be designated here N/A (if no additional insurance required mark N/A as being not applicable). Consultant shall not commence work until such insurance is in effect and certification thereof has been received by the Owner's Risk Manager.

7.2 Indemnity

7.2.1 To the extent authorized by North Carolina law the Consultant agrees, without limitation, to indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from property damage or bodily injury including death to any person or persons caused in whole or in part by the negligence or misconduct of the Consultant except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Consultant to indemnify the County to the fullest extent permitted under North Carolina law.

ARTICLE 8 AMENDMENTS TO THE AGREEMENT

8.1 Changes in Basic Services

8.1.1 Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Consultant. The Consultant shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

ARTICLE 9 TERMINATION

9.1 Termination for Convenience of the County

9.1.1 This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Consultant.

9.2 Other Termination

9.2.1 The Consultant may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Consultant shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause.

9.3 Compensation After Termination

9.3.1 In the event of termination, the Consultant shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Consultant.

9.3.2 Should this Agreement be terminated, the Consultant shall deliver to the County within seven (7) days, at no additional cost, all Deliverables including any electronic data or files relating to the Project.

9.4 Waiver

9.4.1 The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Consultant with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

9.5 Suspension

9.5.1 County may suspend suspend the work at any time for County's convenience and without penalty to County upon three (3) days' notice to Consultant. Upon any suspension by County, Consultant shall discontinue the work and shall not resume the work until notified to proceed by County.

ARTICLE 10 ADDITIONAL PROVISIONS

10.1 Relationship of Parties

10.1.1 Consultant is an independent contractor of the County. Neither Consultant nor any employee of the Consultant shall be deemed an officer, employee or agent of the County. Consultant's personnel shall not be employees of, or have any contractual relationship with the County.

10.2 Limitation and Assignment

10.2.1 The County and the Consultant each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Consultant shall assign or transfer its interest in this Agreement without the written consent of the other.

10.3 Governing Law

10.3.1 This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina. Consultant 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 the Orange County Living Wage Policy (both policies are incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php). Any violation of this requirement is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit the definition of breach to discrimination. By executing this Agreement Consultant affirms that Consultant and any subcontractors of Consultant are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. Where applicable, failure to maintain compliance with the requirements of Article 2 of Chapter 64 of the General Statutes constitutes Consultant's breach of this Agreement. By executing this Agreement Consultant affirms Consultant is in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement, Consultant certifies that Consultant has not been identified, and has not utilized the services of any agent or subcontractor identified, on the Iran divestment list created by the State Treasurer pursuant to G.S. 147-86.58 or the Israel boycott list created pursuant to G.S. 147-86.81.

10.4 Dispute Resolution

10.4.1 Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. The Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.

10.5 Extent of Agreement

10.5.1 This Agreement, together with the RFQ and attachments distributed by the County and the Consultant's submitted response to the RFQ, all of which constitute the Contract Documents, represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict among the terms of the Contract Documents, the priority of documents shall be this Agreement, the County's RFQ, attachments to the County's RFQ, and the Consultant's response to the RFQ. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.

10.6 Severability

10.6.1 If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.

10.7 Ownership of Deliverables

10.7.1 All Deliverables, together with all supporting materials, source documentation, data collected, field notes, and working drafts, developed in the performance of this Agreement shall become the property of the County and may be used on any other project without additional compensation to the Consultant. The use of the Deliverables by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.

10.8 Non-Appropriation

10.8.1 Consultant acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of County’s obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis.

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

10.9 Notices and Signatures

10.9.1 This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

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

Orange County
Attention: Bonnie Hammersley
P.O. Box 8181
Hillsborough, NC 27278

Consultant’s Name & Address
Renaissance Planning Group
316 Holland St
Durham, NC 27701

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

ORANGE COUNTY:

PROVIDER:

By: _____

Orange County

By: _____

Printed Name and Title

Attachment A

SCOPE OF WORK AND MILESTONE DELIVERABLE SCHEDULE

The proposed Work Plan scope of work will act as the formal contract work scope.

Task 1: Meetings and Presentations	% of Task Total	Completion Date
Task 1A: 5 staff meetings	25%	8/1/2020
Task 1B: 5 staff meetings	25%	2/1/2021
Task 1C: 3 board meetings	15%	10/1/2020
Task 1D: 3 board meetings	15%	2/1/2021
Task 1E: 4 stakeholder presentations (final plan) to local governments: Chapel Hill, Carrboro, Hillsborough and Orange County	20%	2/1/2021
Task 2: Transit Choices Brochure and Regional Connections Opportunities (RCO) Report		
Task 2A: TCB annotated outline	20%	5/1/2020
Task 2B: TCB draft	60%	6/1/2020
Task 2C: TCB final	20%	7/15/2020
Task 2D: RCO annotated outline	20%	5/1/2020
Task 2E: RCO draft	60%	6/1/2020
Task 2F: RCO final	20%	7/15/2020
Task 3: Public Engagement Round 1		
Task 3A: Draft public engagement plan	10%	4/30/2020
Task 3B: Final public engagement plan	10%	5/15/2020
Task 3C: Transit summit draft materials and event preparation	35%	6/15/2020
Task 3D: Delivery of transit summit	35%	6/15/2020
Task 3E: Memo - key themes	10%	6/15/2020
Task 4: Conceptual Transit Scenarios		
Task 4A: Draft conceptual scenario maps/graphics	30%	7/30/2020
Task 4B: Final conceptual scenario maps/graphics	20%	9/1/2020
Task 4C: Conceptual scenario draft memo	30%	8/15/2020
Task 4D: Conceptual scenario final memo	20%	9/1/2020
Task 5: Balanced and Preferred Scenarios		
Task 5A: Draft balanced and preferred scenarios maps/graphics	30%	10/25/2020
Task 5B: Final balanced and preferred scenarios maps/graphics	20%	11/15/2020
Task 5C: Balanced and preferred scenarios draft memo	30%	10/25/2020
Task 5D: Balanced and preferred scenarios final memo	20%	11/15/2020
Task 6: Public Engagement Round 2		
Task 6A: Transit summit draft materials and event preparation	45%	10/1/2020
Task 6B: Delivery of transit summit	45%	11/1/2020
Task 6C: Memo - key themes	10%	11/1/2020
Task 7: Implementation Plan		
Task 7A: Methodology memo	30%	10/15/2020
Task 7B: Draft implementation plan	60%	11/15/2020
Task 7C: Final implementation plan	10%	12/15/2020

Attachment A

Task 8: Final Report		
Task 8A: Annotated outline and design template	20%	12/15/2020
Task 8B: Draft final report	70%	1/15/2021
Task 3C: Final final report	10%	2/1/2021
GRAND TOTAL		

Attachment B

PAY SCHEDULE

Billing will take place based on the completion of each sub-task from the below table.

Task 1: Meetings and Presentations	Task Total: \$ 18,682.00
Task 1A: 5 staff meetings	\$ 4,670
Task 1B: 5 staff meetings	\$ 4,670
Task 1C: 3 board meetings	\$ 2,803
Task 1D: 3 board meetings	\$ 2,803
Task 1E: 4 stakeholder presentations (final plan) to local governments: Chapel Hill, Carrboro, Hillsborough and Orange County	\$ 3,736
Task 2: Transit Choices Brochure (TCB) and Regional Connections Opportunities (RCO) Report	Task Total: \$55,077
Task 2A: TCB annotated outline	\$ 5,508
Task 2B: TCB draft	\$ 16,523
Task 2C: TCB final	\$ 5,508
Task 2D: RCO annotated outline	\$ 5,508
Task 2E: RCO draft	\$ 16,522
Task 2F: RCO final	\$ 5,508
Task 3: Public Engagement Round 1	Task Total: \$45,081
Task 3A: Draft public engagement plan	\$ 4,508
Task 3B: Final public engagement plan	\$ 4,508
Task 3C: Transit summit draft materials and event preparation	\$ 15,778
Task 3D: Delivery of transit summit	\$ 15,779
Task 3E: Memo - key themes	\$ 4,508
Task 4: Conceptual Transit Scenarios	Task Total: \$20,753
Task 4A: Draft conceptual scenario maps/graphics	\$ 6,226
Task 4B: Final conceptual scenario maps/graphics	\$ 4,151
Task 4C: Conceptual scenario draft memo	\$ 6,225
Task 4D: Conceptual scenario final memo	\$ 4,151
Task 5: Balanced and Preferred Scenarios	Task Total: \$44,341
Task 5A: Draft balanced and preferred scenarios maps/graphics	\$ 13,302
Task 5B: Final balanced and preferred scenarios maps/graphics	\$ 8,869
Task 5C: Balanced and preferred scenarios draft memo	\$ 13,302
Task 5D: Balanced and preferred scenarios final memo	\$ 8,868
Task 6: Public Engagement Round 2	Task Total: \$36,509
Task 6A: Transit summit draft materials and event preparation	\$ 16,429
Task 6B: Delivery of transit summit	\$ 16,429
Task 6C: Memo - key themes	\$ 3,651
Task 7: Implementation Plan	Task Total: \$38,835
Task 7A: Methodology memo	\$ 11,650
Task 7B: Draft implementation plan	\$ 23,300
Task 7C: Final implementation plan	\$ 3,885

Attachment B

Task 8: Final Report	Task Total: \$27,940
Task 8A: Annotated outline and design template	\$ 5,588
Task 8B: Draft final report	\$ 19,558
Task 3C: Final final report	\$ 2,794
GRAND TOTAL	\$ 287,218

ADDITIONAL SERVICES AND SCOPE OF WORK

INTEGRATION OF STIP/SPOT PROJECTS (*Task 7*)

We propose several approaches to STIP / SPOT coordination:

1. The first step will include updating the 2017 Orange County Transit Plan explicit references to STIP projects. Notably:
 - a. The Durham-Orange Light Rail project will be a separate conversation with significant agency and public collaboration.
 - b. The Hillsborough Train Station schedule and cost (now at \$8M in FY 2021/2022 in the 2020-2029 STIP) may need to be updated depending on North Carolina Railroad interest in corresponding rail line realignment
2. Identifying SPOT and STIP projects that will help achieve broader transit accessibility and quality of service goals.
 - a. The projects to be identified include:
 - i. Discrete transit projects in addition to those in the 2017 Orange County Transit Plan, such as the North Hillsborough park and ride lot,
 - ii. Sidewalk and bicycle facility projects that will help with last-mile connections to transit stations, and
 - iii. Other “TOPICS”-style operations and safety along transit routes that might facilitate improved transit operations or related amenities such as improved lighting.
 - b. These projects will be examined from a transit SWOT perspective using two lenses:
 - i. An analytic lens to screen those projects proximate to transit routes and identify possible transit synergies, and
 - ii. A collaborative lens to work with interagency staff to identify possible linkages.
3. Establishing a database/map of candidate projects for communications through public engagement and the Regional Connection Opportunities (RCO) report as well as for input to the 2022-2031 STIP and the 2023-2032 regional TIP.

COORDINATION WITH DURHAM COUNTY: REGIONAL CONNECTION OPPORTUNITIES (RCO) REPORT (*Task 2*)

Coordination between Orange and Durham Counties is an integral component of the final plan that represents a product with joint ownership. The establishment of a balance of resources among the two Counties (including the agencies and governmental entities both within and across county lines) is important both for plan development and for plan implementation. For plan implementation, that balancing is incorporated as part of the Workplan.

For plan development, Renaissance Planning stands ready to coordinate in a collaborative manner with both Orange and Durham County staff to seek outcomes mutually beneficial to both jurisdictions regardless of the transit plan consultant selected by Durham County. Certain technical and procedural elements of the plan development would likely be streamlined by the selection of Renaissance Planning as the consultant for both Counties. We recognize, however, that should Durham County select a different consultant, there may be some value in comparing proposed work plan details to seek economies of scale, particularly in terms of regional data compilation and analysis that will inform the Regional Connection Opportunities (RCO) Report.

OUTREACH PROCESS (*Task 3 and Task 6*)

Community engagement and outreach is undertaken for many reasons, with many different goals and objectives. There are major differences in the way engagement must be approached for different types of planning efforts. For an effort like the Orange County Transit Plan, our team conducts process-oriented planning (versus project-oriented planning). In process-oriented planning, there is an emphasis on *who* and *how*. Process-oriented planning involves synthesizing a vision for the future, building consensus around that community vision, setting goals to achieve the desired future, and identifying actionable strategies to meet goals. By focusing on process, and ensuring broad community representation,

Attachment C

the Renaissance team can support the collection of ideas and feedback and their translation into actionable recommendations. Our expertise will result in context appropriate, community-generated strategies guiding the future growth and development of the Orange County Transit system. Our knowledge and application of best practices, innovative tools, and capacity-building strategies will provide residents and community leaders with the strong foundation needed to make informed decisions about the County's transit future.

We propose two waves of engagement during development of the transit plan and each wave is structured around two approaches to community outreach and engagement. The first approach (what we have described as a "transit summit") convenes recognized community stakeholders who have a vested interest in supporting Orange County's transit plan. Recognizing that it is extremely difficult to attract the interest of a broad range of residents and service-users, the transit summit is focused on leaders, advocates, organizers, service providers, staff, and more. These key stakeholders will be invited to the summit as representatives of their respective communities, clients, constituents, etc. The event will be educational – building capacity in these key community leaders to act as informed liaisons to the planning process. We will also facilitate a robust exchange of information to learn about the needs and values of various community groups and to vet preliminary ideas with attendees. The results of this event will be the identification of a nascent set of community transit goals and the development of a network of embedded project "ambassadors." During the second wave of engagement the final transit summit provides an additional opportunity for stakeholders to share their community knowledge and to respond to varying transit scenarios developed for the project.

With the help of the County, we will conduct outreach for the transit summits, invite participants, track RSVPs, prepare meeting materials, and facilitate the summits. We will rely on the County to provide support by:

- Helping the consultant find contact information for key participants and helping to craft a robust list of invitees
- Advertising the event on social media and other County communications channels
- Emailing invitations (we find that response rates are improved when the invitation comes from the client and not the consultant)
- Securing an event space
- Providing supplies such as tables and chairs
- Providing refreshments, childcare, and transportation to attract participants (if desired)
- Welcoming participants to events. Examples of potential invitees to this event include:
 - Orange County Habitat for Humanity
 - UNC Hospitals
 - Durham Tech
 - Chapel Hill Carrboro City Schools
 - County/municipal staff (planners, transportation, aging, social services, public health, parks and rec)
 - GoTriangle/ Chapel Hill Transit/ Orange County Public Transportation/Piedmont Area Regional
 - Transit/ GoDurham
 - Uber/Lyft drivers
 - Transit operators
 - El Centro Hispano
 - Rogers-Eubanks Neighborhood Association

The second approach we take to community engagement is what we refer to as "high touch" or tactical engagement. This type of engagement is less formal but more targeted and typically involves going to the public, rather than expecting people to come to us. Tactical engagement might include surveying riders at the County's busiest transit hubs, providing information and getting feedback at community events like Last Fridays, and doing pop-up engagement at grocery stores or farmers markets. Because Orange County is so large and the population so dispersed, tactical engagement is a great way to facilitate involvement on a broad geographic scale. For example, we might consider a pop-up at a house of worship in one of the more rural communities on Sunday when folks are leaving church. Or we might see if we can facilitate a pop-up during an event at one of the rural fire departments.

Attachment C

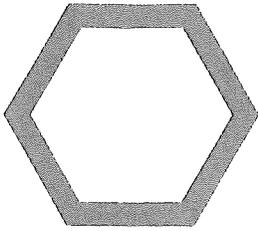
And sometimes, despite great planned approaches, we need to recalibrate our approach because we're not getting the participation we need. Our team is flexible in our approach and we adjust as needed along the way. We pride ourselves in working closely with our clients to develop approaches that make sense, are effective, and provide the information we need to craft a high-quality plan.

SUBCONTRACTORS WORKING WITH RENAISSANCE PLANNING GROUP, INC.

The following subcontractors are permitted within the scope of the project:

- Jarrett Walker + Associates
- Irma McLaurin Solutions
- Bilingual Communications

Renaissance Planning Group, Inc., as Consultant, remains solely and completely responsible for all work and terms of the Agreement. No rights or benefits are intended or created to any third parties, including approved subcontractors.

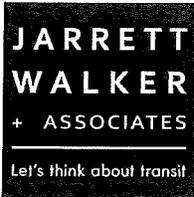


Team Members



RENAISSANCE
PLANNING

Renaissance Planning is a 25-staff planning, design, and policy analysis consulting firm of city planners specializing in the integration of transportation, land use, urban design, and technology and economic and environmental considerations to create thoughtful, lasting plans. The firm believes in the power of integrated planning to help enhance connections between people, place and opportunity. Renaissance applies the technical rigor required to plan for multimodal transportation networks; conduct market analysis; and design elements of city form to create more livable communities. It also applies strategic communications and outreach techniques aimed at building consensus and building capacity in communities to act on their plans. From regions to streetscapes, from rural towns to big cities – Renaissance’s mantra is making cities that work.



Jarrett Walker & Associates (JWA) is a leader in transit network planning, policy development, stakeholder involvement, and expert advice. The firm is based in Portland, Oregon with an office in Arlington, Virginia. JWA’s mission is to foster clear conversations about transit, leading to confident decisions. JWA specializes in helping communities understand their transit choices and the consequences of their choices. A JWA-led process integrates technical transit planning with many types of engagement and builds ideas in conversation rather than in the solitary work of experts.



Irma McClaurin Solutions (IMS), a minority, woman-owned sole proprietor business certified in 2018 as a North Carolina HUB (Historically Underutilized Business), promotes access; authentic community engagement; and diversity, equity, and inclusiveness strategies. Dr. McClaurin’s executive experience and academic expertise spans decades. Past roles include: president of Shaw University, Chief Diversity Officer at Teach For America, Associate VP and founding ED of the University of Minnesota’s first Urban Research and Outreach Engagement Center, and Program Officer for Education and Research at the Ford Foundation.



Bilingual Communications, Inc.

Engage / Spanish Translation • Interpretation • Video Voice-Over • Cultural Consultation

Bilingual Communications, Inc. (BiComms) has provided professional English to Spanish language services— translation, transcription, interpretation, and video voice-over— for a growing international clientele since 1991. Because the firm specializes in a single language pair, they are able to concentrate their resources and provide in-depth support for clients in the cultures it knows best. Between July and December 2019, BiComms translated over 20,000 words for the EngageDurham campaign. In addition, the firm provided simultaneous English/Spanish interpretation services for all the Community Outreach events related to this campaign.

RENAISSANCE
PLANNING



**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 24, 2020

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

SUBJECT: Appointment of Commissioner Sally Greene to the NCACC Opioid Litigation Settlement Work Group

DEPARTMENT: BOCC

ATTACHMENT(S):

INFORMATION CONTACT:

Donna Baker, Clerk to the Orange
County Board of Commissioners, 919-
245-2130

PURPOSE: To consider appointing Commissioner Sally Greene to the North Carolina Association of County Commissioners' (NCACC) Opioid Litigation Settlement Work Group.

BACKGROUND: The North Carolina Association of County Commissioners has been working on preparation for litigation and settlement related to opioids. The work group will consist of 5 commissioners, 5 attorneys and 5 managers from counties across North Carolina.

Commissioner Greene was recommended by the NCACC and is willing to serve if appointed by the Board.

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 are no Orange County Environmental Responsibility Goal impacts associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board approve the appointment of Commissioner Sally Greene to the NCACC Opioid Litigation Settlement Work Group.

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT**
Meeting Date: March 24, 2020

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

SUBJECT: Delegation of Emergency Contracting Authority to the County Manager

DEPARTMENT: County Manager

ATTACHMENT(S):

INFORMATION CONTACT:

Travis Myren, Deputy County Manager,
919-245-2308

PURPOSE: To authorize the Manager to execute contracts and agreements in excess of the Manager's signature authority for the duration of the current State of Emergency.

BACKGROUND: On March 13, 2020 the Board Chair Penny Rich declared a State of Emergency in Orange County ("Declaration") related to the national emergency created by the Corona Virus Disease 2019 pandemic. In addition to the authority granted to the Manager pursuant to the Declaration, there is a need to minimize the number of Board of Commissioner ("BOCC") meetings to avoid prolonged interpersonal contact. One means of doing so is to minimize the number of items for BOCC review. Currently the Manager may execute contracts and agreements up to \$90,000 for services and purchases goods and \$250,000 for construction. Authorizing the Manager to execute contracts up to \$500,000 for construction projects and over \$90,000 for services and purchases of goods will eliminate the need for BOCC approval at a meeting.

FINANCIAL IMPACT: The financial impact associated with this action is dependent upon the number and amount of executed contracts.

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 authorize the Manager to execute contracts and agreements, subject to each contract and agreement receiving full review typical of all contracts and agreements for the duration of the Orange County State of Emergency declared on March 13, 2020, and to direct the Manager to report to the BOCC on a monthly basis the nature and amount of those contracts and agreements. The dollar thresholds for this delegation of authority shall be limited:

- 1) For construction contracts – up to \$500,000;
- 2) For purchases of goods, materials, and apparatus – no limitation (any such contract over \$90,000 remains subject to formal bidding); and
- 3) For services contracts – no limitation.

BOCC Meeting Follow-up Actions

(Individuals with a * by their name are the lead facilitators for the group of individuals responsible for an item)

Meeting Date	Task	Target Date	Person(s) Responsible	Status
3/10/20	Review and consider request by member of the public that the Board consider eliminating the quarter cent climate tax as adopted for the 2020-21 fiscal year	6/16/2020	BOCC/Manager	To be considered as part of 2020-21 budget discussions
3/10/20	Review and consider request by Commissioner McKee that instead of a work session discussion, the Board conduct a Business meeting discussion on his petition to address the Pledge of Allegiance at the beginning of each Board meeting	5/1/2020	Chair/Vice Chair/Manager John Roberts	To be scheduled
3/10/20	Review and consider request by Commissioner Marcoplos that the staff provide information on the cost per day for early voting, research how other jurisdictions structure early voting, get input from the public on how early voting might work better, and consider reducing the number of early voting time period	6/16/2020	Rachel Raper Board of Elections	Information to be pursued/investigated and shared with the BOCC
3/10/20	Review and consider request by Commissioner Price that staff pursue opportunities to respond more quickly to Board petitions	5/1/2020	Bonnie Hammersley	Manager to pursue
3/10/20	Review and consider request by Commissioner Rich that staff provide follow-up information to the Board on the use of County funds as part of the Local Government Retirement System to invest in oil, gas and similar products and based on that information for the Board to potentially send a letter to State officials requesting that those investments end entirely or at least that Orange County funds be excluded from those investments	6/1/2020	Gary Donaldson John Roberts	To be reviewed and considered
3/10/20	Review and consider request by Commissioner Rich that minutes from the recent Greene Tract group meeting be included as an Information Item on the next Board Business meeting agenda	3/24/2020	Chair/Vice Chair/Manager	DONE

Meeting Date	Task	Target Date	Person(s) Responsible	Status
3/10/20	Include Covid 19 information on the County website and update on regular basis	Ongoing	Todd McGee	Information added and to be updated on consistent basis
3/10/20	Send Resolution Denouncing Xenophobia in Covid 19 to the towns	3/20/2020	Donna Baker	DONE
3/10/20	Bring back additional information to the Board's April 7, 2020 Business meeting on the UDO Amendments related to setbacks on the West Fork of the Eno, including resident concerns and potential impacts	4/7/2020	Michael Harvey Craig Benedict	To be brought back at April 7, 2020 meeting

**MMC Facilitated Conversation about the Greene Tract
Final Session Notes
February 14, 2020**

Session Outcomes

Continue to move forward on agreements about the plan for the Greene Tract by:

1. Enacting communication ground rules for working together.
2. Clarifying common ground.
3. Articulating sticking points.
4. Unpacking what's getting in the way of coming to resolution.
5. Planning for next steps.

Participants

Carrboro:

Lydia Lavelle, Carrboro Mayor
David Andrews, Carrboro Town Manager
Trish McGuire, Carrboro Planning Director

Chapel Hill:

Pam Hemminger, Chapel Hill Mayor
Maurice Jones, Chapel Hill Town Manager
Judy Johnson, Chapel Hill Planning Director

Orange County:

Bonnie Hammersley, Orange County Manager
Travis Myren, Deputy Co Manager
Penny Rich, Chair of County Commissioners, Orange County
Craig Benedict, Orange County Planning Director
John Roberts, Orange County Attorney
Ashley Moncado, Orange County Special Projects Planner

Facilitator

Maggie Chotas, Dispute Settlement Center

Session Notes

Welcome & Introductions

Maggie Chotas welcomed participants, reviewed the goals for the session and highlighted that the majority of the meeting would be to review the draft Memorandum of Understanding (MOU)

between all parties. Ms. Chotas reviewed the ground rules, which were previously set by the MMC group during the meeting on December 18, 2019. The ground rules were confirmed as is.

Ground rules

1. Identify when we are talking personally or from the majority of our Boards.
2. Encourage staff to participate and share, given that they have been valuable context and insight.
3. Clarify facts along the way, and do not get offended if someone tries to correct misstatements.
4. Do not take things personally.
5. Share notes back with our Boards.

Next, the group reviewed action steps taken in between the last meeting in December and the current meeting. Judy Johnson explained that all of the jurisdictions adopted similar resolutions in mid-late January, which reflected a big effort from everyone in the room plus the two absent attorneys. There is an Interlocal Agreement has been signed by all boards. The Request for Proposals (RFP) for the Environmental Assessment has been posted and will be open for submissions through March 10, 2020. Ms. Johnson emphasized the substantial steps that have been made Mayor Lavelle recapped that some language was changed with the Interlocal Agreement, but that after a slight change, all three boards unanimously passed the Interlocal Agreement.

Mayor Hemminger shared that the staff worked together to develop the Memorandum of Understanding (MOU) for how they would work together to do the Environmental Assessment. At the Assembly of Governments meeting in late January, there was good conversation around this work. Travis Myren said most of the comments from the Assembly of Governments meeting were reflected in the draft MOU.

Mayor Hemminger highlighted that the attorneys and staff from all three entities met up to start working on the MOU. John Roberts, attorney from Orange County, took the first draft of the MOU and the staffs of all three jurisdictions reviewed it. The elected officials are still in the process of reviewing the document in depth.

Mayor Lavelle explained that some issues were discussed at the Assembly of Governments meeting, including what would happen if there was an impasse. The attorneys incorporated possible solutions in the current draft of the MOU.

Ms. Chotas asked the group to identify the necessary outcomes of their time together in the session. Chair Rich noted the need to review the MOU collectively and suggested breaking down the MOU into sections in order to do so.

Mayor Hemminger summarized that the Assembly of Governments asked the group to discuss the work plan, next steps and timing. She identified the need to come up with common terms, including what is meant by connectivity. The group generally agreed on the importance of using common language. Chair Rich asked if we are ready for a work plan? Mayor Hemminger clarified the goal of establishing a “timeline of steps” and Chair Rich agreed. The group discussed how there was agreement on the timeline for the Environmental Assessment, but there is uncertainty around what happens after that. A timeline of steps would spell out the action items. Mr. Roberts noted the MOU includes the statement “staffs will develop a work plan that includes a decision point timeline regarding development of the property.” Mayor Hemminger wondered if a better term was framework. Chair Rich noted we want something our boards can look at to see what we can accomplish.

Ms. Johnson expressed that staff could give the “high level” pieces of a work plan and possibly share them at the next meeting of the MMC.

Chair Rich, speaking for herself and she thought for her board, shared the hope that the MOU can be signed by June because boards take a break after that and then it will be budget season. Mayor Lavelle concurred that the Carrboro board should be able to sign by June. Mayor Hemminger expressed that Chapel Hill may not be able to commit to signing within that timeframe due to other big projects. Maurice Jones said they would be in a better position to know if the June timeframe could work after more conversations.

Chair Rich emphasized the nature of the MOU was to describe how the group moves forward or not. Mayor Lavelle said she wanted to learn more about what would be controversial within the MOU.

Diving into the Memo of Understanding

Ms. Chotas proposed the process to review the MOU, as follows: consider section by section, with a focus on understanding what’s there, clarifying terms and identifying further questions. The group will highlight where they have agreement. If there are things that can be resolved quickly, the group will resolve them. For those areas where they don’t have agreement, they will develop a list of areas to address at future meetings. The group agreed to the proposed approach.

Mr. Roberts explained that all of the attorneys agreed that the initial MOU document provides a strong framework for the working relationship of the parties. Speaking for the three attorneys, Mr. Roberts noted the document could be adopted now, highlighting that it has “some teeth” in case there’s any reluctance and gets all parties to the same place within a two year timeframe.

MOU Whereas Statements

Chair Rich focused on the language of the sixth “whereas” statement, which states: “WHEREAS, the Parties agree that some portion of the Property should be dedicated to providing mixed income housing and other uses.” Chair Rich was concerned this statement did not adequately stress the importance of affordable housing, noting the County Commissioners would not be satisfied with the level of importance placed on affordable housing in the current draft. Chair Rich asked if there was a way to highlight affordable housing more. Mr. Roberts responded the original document said “affordable housing” throughout, and this language was changed recently. He asked for further explanation from others who were part of making the change.

Ms. Johnson noted there was an interest in broadening the language from “affordable housing” to “mixed income” because of the varying levels of affordable housing. The term “mixed use” is problematic because it connotes something that isn’t intended.

Mayor Hemminger wondered if the term “affordable housing” could be added so that the document would read “affordable housing, mixed income and other uses.” She agreed with Chair Rich that someone picking up the current draft MOU wouldn’t understand that affordable housing is included in mixed income. Chair Rich confirmed the description should “affordable housing, mixed income and other uses.”

Mayor Lavelle raised a question about the next “whereas” statement, which reads, “WHEREAS, the Parties agree that some portion of the Property should be reserved for a future school site and public recreational facility site.” Mayor Lavelle asked if this language was meant to include a public recreation site in addition to the school or if the “recreational facility site” was part of the school. Ashley Monaco responded there were two separate entities, including a school and an additional recreational site. Mayor Lavelle asked about the public park and whether it would be there even if the school was not there. Ms. Monaco explained it was to be there even if there wasn’t a school. Mr. Benedict confirmed acreage was designated for a public park even without a school. Ms. McGuire said that it was part of the range of uses discussed at a previous Assembly of Governments meeting two years ago, noting the change was requested following the Environmental Scan. She stated the minutes from the Assembly of Governments meeting would need to be checked to confirm. Mayor Lavelle expressed surprise a recreational site would be there even without a school, given that over the years she only heard of the interests for open

space, affordable housing and a school. Mr. Benedict said the community wanted the possibility of a park even if the school didn't happen. Mayor Lavelle asked who would develop programs if there were soccer fields, ball fields. Would that programming fall to Chapel Hill, Carrboro or Orange County? Ms. McGuire emphasized it was an overarching statement to say there had been an identification for what the space would be used for, noting the interest in the amount of space was the extent of the evaluation.

Mayor Lavelle said a public recreational facilities separate from future school site public school would need to be further discussed by the Carrboro board to determine if it is a priority for Carrboro.

Mayor Hemminger said the word "facility" was problematic because it implied a building of some sort and could instead be changed to "public recreation area."

Ms. Lavelle explained Carrboro has an interest in having a school in that space, but if there is not a school, Carrboro may not have an interest in building a park separate from a school. Mr. Andrews agreed Carrboro has not explicitly discussed having a park in that space, separate from the school.

Mr. Benedict noted there is an interest in having a recreational area accessible to the public, outside of a school. The community would value a dual use space for community and school.

Chair Rich agreed she did not recall having a conversation around having a park separate from a school. Mr. Myren clarified if everyone was committed to the school, there wasn't a need to have a discussion about an option that doesn't include a school. Ms. Hammersley emphasized the priority is in ensuring the school site has the appropriate amount of acreage.

Mr. Myren shared, based on the meeting with the school administration, it's not clear they would allow it to be accessible publicly. Mayor Hemminger noted the intergovernmental park work group established guidelines that said the public has the right to use these spaces, but there are caveats. High school facilities cannot be shared spaces because of the level of use on those buildings, but elementary schools are more easily accessible by the public and make great partnerships. Neighborhoods typically have access to elementary schools after hours, and this space would be no different.

The group affirmed their wish that there will not be a recreational facility if there is no school on the site. Mayor Hemminger noted Chapel Hill does require recreational spaces when new housing is developed, so perhaps the developer would be required to add in a recreational site. Chair Rich

emphasized the importance of defining the terms “park” and “recreational space,” elaborating the space should be open fields for open use, and that would be considered a “park.”

MOU Section 1: Term and Termination

Mr. Roberts provided a synopsis of Section 1 as an overview of term and termination, giving each party a way out of the contract. It sets out a two-year term and five five-year renewals, assuming that anything built there will be completed within a total time of 27 years.

Mr. Roberts clarified that, as it written, any party may withdraw from the MOU agreement without penalty by giving 60-day notice to the other parties. Parties may withdraw from the agreement at any time, even if development has already started.

Mr. Benedict noted the developer agreement would dominate at some point in the future. The agreement with the developer would set forth the parameters for what can happen and then the developer would agree before the land is handed off. That agreement would be more binding on the parties than the MOU because it's more of a zoning of the property.

Mayor Hemminger asked to change the language to include a requirement for “written notice” to withdrawal. Mr. Roberts responded that a different section of the MOU requires that any notice be *written* notice.

Section 2: Responsibilities of the Parties

Mr. Roberts gave an overview of this section which spells out what the parties will be doing during the first 18 months of this agreement.

Mayor Hemminger asked for clarification on content contained within the letter “i” which states that the parties will be “jointly conducting all public outreach and conducting no individual public outreach regarding the Property.” Mr. Roberts explained the term “public outreach” is more clearly defined in Section 3 of the document, which outlines that all “public engagement” will be jointly conducted with staff present from Chapel Hill, Orange County and Carrboro and a joint public hearing with the elected boards. Conducting individual meetings would not be considered “public engagement,” but official public engagement would be jointly conducted with staff and elected officials. Mayor Lavelle asked if “engagement” was the same thing as “outreach.” Mr. Roberts noted that the difference between “engagement” and “outreach” can be more clearly defined. Mr. Myren noted in “i” it could be “public engagement” instead of “public outreach.”

Chair Rich emphasized the importance of using common language and why it's important to all be together in one room so half of the neighbors aren't hearing one thing and the other half something else.

Mayor Hemminger asked for more information about letter "k" which states that the parties will be "[r]eaching Final Determinations on the ultimate uses of the Property within 18 months of the execution of this Agreement." She noted her concern that the group will not know all of the uses within 18 months. Mr. Roberts explained "final determination" is defined in Section 4, and the boards will need to determine the varying uses of the property and vote on them within the two-year term. If the boards haven't done that within 18 months, that's because of disputes and that's when the disputes process would kick it.

Ms. Johnson stated in earlier conversations there was an area designated as land-banked. She acknowledged things may change over the course of the time period, and 18 months is not a long time to determine all of the uses for the land. How do we keep a door open, given things change? Ms. Hammersley asked if land-banking could be a determination?

Mr. Roberts affirmed if the three boards determine a site it land-banked, it can be.

The group generally agreed land-banking could be a determination, but the designation couldn't be used unintentionally. There may be an undetermined use for one section of the land, and that would be sufficient provided all three groups agreed to determine the land use at a future point. Chair Rich noted there should be a difference between what is land-banked and what the group is not yet able to determine. Ms. Hammersley said determining criteria for land-banking is a good next step. Mr. Roberts clarified that if one party wants a section of the land land-banked, and the other parties disagree, then the "dispute" clause of the contract would be triggered. However, if all parties agree they do not know how the land will be used, then the parties would be in agreement and the "dispute" clause would not be implicated.

Ms. McGuire shared that if the group knows that housing is the priority, that could be expressed as the group's intention at this point. She further explained that the group could acknowledge the process for changing the intention of the land at a future point. The group agreed to further define the term "use" in this document. Mr. Benedict clarified the general use categories were better defined when they did the map a year ago.

Section 3: Public Participation and Decision-Making

Mr. Roberts gave an overview of this section, highlighting the draft proposes the group have six joint staff meetings and a joint public hearing at the first Assembly of Governments in 2021.

Ms. Johnson provided context from when staff met. There was an interest moving some language from the MOU into the work plan document – specifically, keep the first sentence and the last sentence in that paragraph, but move the details to the work plan. Mayor Hemminger and Mayor

Lavelle agreed it seemed like an unnecessary level of specificity to determine the number of meetings in the MOU.

Public Engagement

Mayor Hemminger asked for clarification around what a “joint public hearing” entails, wondering if it means just receiving input and not responding. Chair Rich replied that a public hearing gives the public a chance to speak and it is not an opportunity for elected officials and staff to respond. The group agreed a “joint public hearing” is a chance for the public to speak and for elected officials and staff to hear the public. Staff may answer basic questions from the public but no voting or decisions will take place at that public hearing.

The group discussed the difference between this MOU document and a more detailed work plan. Ms. McGuire suggested some specifics could be helpful, for example setting up a parameter for the number of public engagement sessions. She noted general parameters might be helpful for how we implement at this stage.

Chair Rich asked when the groups will share the draft MOU and notes from this meeting with their respective boards. Mayor Lavelle suggested including the minutes to this meeting along with the current MOU draft as a clean copy. The group decided to send the current clean draft of the MOU (without changes from current meeting incorporated), along with the notes from this meeting, to their respective boards via email.

The attorneys will simultaneously implement changes into MOU from this meeting of the MMC and that draft will come to the next MMC meeting.

Mixed Income Housing and other uses

Mayor Hemminger suggested adding the phrase “affordable housing” to this section. Chair Rich noted the term “affordable housing” should be included throughout the entire document.

Mr. Roberts noted a sentence could be added stating, “other uses may include land banking” or “other future uses may include land banking.”

Mr. Andrews the last sentence include “developer(s)” instead of “developer” given the possibility of multiple developers of the site.

School Site and Public Recreational Facility Site

Mayors Hemminger and Lavelle recommended taking out the term “facility” in this section title, so it would instead read “School Site and Public Recreation.”

Chair Rich expressed an interest in reviewing the standards for a school site for efficiency. Mayor Hemminger mentioned the standard is based on a DPI-arrived number that is per child. Chair Rich noted for the sake of efficiency, the group discussed including “*approximately 16 acres*” for the school site, instead of stating the school site in terms of a minimum.

The group discussed changing the title of this section to include the word “with” instead of “and” so it would read “School Site with Public Recreation.”

Joint Preserve

Mr. Roberts noted a similarity to the preceding paragraphs. Mr. Benedict noted connectivity was tried to environmental, vehicular and pedestrian. Chair Rich requested adding the term “public transportation” into the connectivity plan because at some point might have to change bus routes.

Mayor Hemminger suggested changing this section to read the parties will “work together to draft connectivity plans” as opposed to “work together to draft *a* connectivity plan.”

Ms. McGuire asked if it would be helpful to add the word “infrastructure” here given the concept of utilities. The group discussed the term “utilities” as opposed to “infrastructure,” and the term “public utilities.” Connectivity plans including utilities, vehicular, bicycles and pedestrian. Ultimately, the group decided the term “utilities” was sufficient, and it was not necessary to include “*public*.”

Section 4: Final Determination

Mayor Lavelle noted the second sentence was awkward and did not flow; it’s missing a word or two. The group discussed fixing this second sentence for the next draft of this document.

Section 5: Disputes

Mayor Lavelle noted that this section explains what the group discussed at the Assembly of Governments. If there is a dispute, we try to talk and resolve it, can request mediation. Mayor Hemminger asked for clarification about mediation. Do you request it and they have to come?

Mr. Roberts explained that the first section discussed interim minor types of disputes where a mediation would be time consuming. If everybody doesn’t agree you need a mediation, you don’t have a mediation. The second paragraph emphasizes the need for a mandatory mediation for major disagreements at the end of the 18-month period or another selected time period. Mayor Lavelle recommended the clarification: “During the first 18 months” this is what happens...

Mr. Roberts explained a minor dispute could be resolved by a majority vote of the boards, and if the parties agree to a mediation, that would be an option. Agreement was made to change the document to read “the majority vote as provided *below*” not “*above*.”

Mr. Roberts explained divesture as when one party wants to sell their interest and neither of the other two parties wants to buy the interest, then the selling party would have to comply with North Carolina property sales law. Partition is when you want your interest separated, but the deed prohibits doing that, the party may need to go to Court to have it separated.

Ms. McGuire explained the need for different approaches to minor or major approaches. They needed a way to resolve minor disputes before the 18-month period.

Mr. Roberts reiterated the group can negotiate and if there is a disagreement, the governing boards can vote by majority vote, *unless* all of the governing boards agree to mediate the dispute. After 18 months, everyone *must* go to mediation. Mayor Hemminger noted she would like to see the group take a stab at mediation even for minor disputes because there might be common ground – it might not be as big as assumed. Mayor Lavelle noted there might be a step between formal mediation such as facilitation. Mr. Roberts noted facilitation could be included in the 60-day timeframe. The group agreed to discuss this further at a later point. Ms. Johnson noted it would be helpful to run through a topic and imagine what would happen if they do not agree on the headwater preserves location, for example.

Summarized next steps

Participants clarified the next steps coming out of the session.

Topic	Action Steps
1. Minutes from the meeting	<ul style="list-style-type: none"> • Ms. Chotas will deliver draft notes to the group by end-of-day February 28, 2020. • Group members will have until March 4 at 5 pm to provide clarifications. • The final draft of the notes will be distributed by March 6.
2. Send meeting notes and MOU draft to Boards	<ul style="list-style-type: none"> • Each municipality will send notes of this meeting with the current (clean) draft of the MOU to their respective boards via email – not to be placed on a board agenda. • Individual board members' questions and comments will be addressed at the next meeting of the MMC group.
3. Develop the next draft of the MOU	<ul style="list-style-type: none"> • Attorneys develop next draft of the MOU based on input from the February 14 meeting. • The MMC group discusses the draft and brings input from individual board members to their meeting on April 3. • Attorneys will revise MOU based on input from the April 3rd meeting. The resulting draft of the MOU will be distributed to all three boards for formal review and feedback.
4. Reconvene the group on Friday, April 3, 2020.	<ul style="list-style-type: none"> • The group will come back together in a facilitated session on Friday, April 3, 2020, 10:30-noon, at the Chapel Hill Public Library. • The attorneys will be included in scheduling this meeting.

Evaluating the session

The facilitator asked participants to reflect on what worked well about this session and what they would like to see changed for the next one.

What worked well	What to change for the next session
<ul style="list-style-type: none">- Fridays are good for meetings.- Helpful to go through MOU section by section.- The facilitation of the conversation.- Hearing from staff about why things were in the MOU the way they were.- Cross conversation was fruitful.	<ul style="list-style-type: none">- Include attorneys on the mailing list to schedule meetings.

Facilitated Conversation about the Greene Tract
Summary of Key Topics Discussed & Questions Raised on MOU Document
February 14, 2020

Section of MOU Document	Changes needed & Questions to address
Whereas Statements	<ul style="list-style-type: none"> • Include the term “affordable housing” throughout • Delete “facility” change to “Public recreational site” • Define “use”
Section 1: Term & Termination	
Section 2: Responsibilities of the Parties	<ul style="list-style-type: none"> • “Public engagement” (not outreach)
Section 3: Public Participation & Decision Making	<p><u>Public Engagement</u></p> <ul style="list-style-type: none"> • Move sentences in between first and third to last/ to work plan • Define joint public hearing as input session from public – no voting, no decisions • Include general parameters to inform work plan <p><u>Mixed Income Housing</u></p> <ul style="list-style-type: none"> • Add “affordable housing” throughout • Other “uses” may include “land-banking for future use” • Developer(s) <p><u>School Site with Public Recreation</u></p> <ul style="list-style-type: none"> • With a school of <i>approximately</i> 16 acres <p><u>Connectivity</u></p> <ul style="list-style-type: none"> • Add “public transportation” • Connectivity plans (no “a”)
Section 4: Final Determination	<ul style="list-style-type: none"> • Second sentence needs to be fixed
Section 5: Disputes	<ul style="list-style-type: none"> • Clarify with the first paragraph – “in the first 18 months this is what happens...” • Majority vote <i>below</i> • Talk more about minor disputes – consider including facilitation to try to find common ground • Walk through examples at next MMC meeting