

# Agenda

## Board of Commissioners Work Session

7:00 PM June 24, 2024

Board Meeting Room, Town Hall Annex, 105 E. Corbin St.



This meeting will be live streamed on the  
[Town of Hillsborough YouTube channel](#)

1. **Opening of the work session**
2. **Agenda changes and approval**
3. **Items for decision - consent agenda**
  - [A.](#) Miscellaneous budget amendments and transfers
  - [B.](#) Tourism Board Fiscal Year 2025 Budget Adoption
  - [C.](#) Tourism Development Authority Fiscal Year 2025 Budget Adoption
  - [D.](#) Fiscal Year 2025 Salary Schedule
  - [E.](#) Ordinance Amending Article II: Establishment of Stormwater Service Charge and Credits, Section 19-6 of the Code of Ordinances
  - [F.](#) Resolution authorizing an updated Memorandum of Understanding for the Orange County Partnership to End Homelessness
  - [G.](#) River Pump Station Relocation and Upgrade Capital Project Ordinance Amendment
  - [H.](#) Churton Street Main Replacement Capital Project Ordinance Amendment
  - [I.](#) Special Event Permit – Team PHenomenal Hope Walk/Run 5K
4. **In-depth discussion and topics**
  - [A.](#) Annexation interest letter for 3013 Rippy Lane (voluntary, contiguous request)
  - [B.](#) Update on process of closeout of Corbinton Commons Development
  - [C.](#) Draft agenda for July Affordable Housing Workshop
5. **Committee updates and reports**
6. **Adjournment**

Interpreter services or special sound equipment for compliance with the Americans with Disabilities Act is available on request. If you are disabled and need assistance with reasonable accommodations, call the Town Clerk's Office at 919-296-9443 a minimum of one business day in advance of the meeting.

101 E. Orange St., PO Box 429, Hillsborough, NC 27278  
919-732-1270 | [www.hillsboroughnc.gov](http://www.hillsboroughnc.gov) | @HillsboroughGov



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: June 24, 2024  
Department: Administration  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Emily Bradford, Budget Director

#### ITEM TO BE CONSIDERED

**Subject:** Miscellaneous budget amendments and transfers

**Attachments:**

Budget Changes Report

**Summary:**

To adjust budget revenues and expenditures, where needed, due to changes that have occurred since budget adoption.

**Financial impacts:**

As indicated by each amendment.

**Staff recommendation and comments:**

To approve the attached list of budget amendments and transfers.

**Action requested:**

Consider approving budget amendments and transfers.

FY 2023-2024

# TOWN OF HILLSBOROUGH BUDGET CHANGES REPORT

DATES: 06/24/2024 TO 06/24/2024

	<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
GF	10-00-3900-3900-000 FUND BALANCE APPROPRIATION						
Fund Bal.	Yr-end adj	42062	06/24/2024	EBRADFORI	1,133,221.00	10,000.00	2,641,039.61
	Year-end adjustments.	42101	06/24/2024	JFernandez	1,133,221.00	6,801.00	2,647,840.61
Admin.	10-10-4200-5300-080 TRAINING/CONF./CONV.						
	To cover office lighting upgrade.	41964	06/24/2024	JFernandez	22,050.00	-500.00	18,248.00
	To cover lighting upgrades in Comms offi	41995	06/24/2024	JFernandez	22,050.00	-738.00	17,510.00
Admin.	10-10-4200-5300-145 MAINTENANCE - BUILDINGS						
	To cover office lighting upgrade.	41965	06/24/2024	JFernandez	0.00	500.00	5,402.00
	To cover lighting upgrades in Comms offi	41996	06/24/2024	JFernandez	0.00	738.00	6,140.00
Admin.	10-10-4200-5300-581 RECOGNITION PAY						
	Year-end adjustments.	42087	06/24/2024	JFernandez	0.00	225.00	225.00
Public Space	10-10-6300-5120-050 FICA						
	Year-end adjustments.	42096	06/24/2024	JFernandez	12,312.00	350.00	12,662.00
Public Space	10-10-6300-5125-060 HOSPITALIZATION						
	Year-end adjustments.	42097	06/24/2024	JFernandez	19,829.00	1,000.00	20,829.00
Public Space	10-10-6300-5300-110 TELEPHONE/INTERNET						
	Year-end adjustments.	42098	06/24/2024	JFernandez	1,452.00	500.00	1,952.00
Safety & Risk	10-10-6600-5127-071 401(K) RETIREMENT SUPP.						
	Year-end adjustments.	42099	06/24/2024	JFernandez	4,909.00	300.00	5,209.00
Safety & Risk	10-10-6600-5300-332 SUPPLIES - OSHA						
	To cover WWTP fall equipment	42074	06/24/2024	EBRADFORI	50,775.00	6,000.00	75,104.55
Safety & Risk	10-10-6600-5300-571 SAFETY AWARDS PROGRAM						
	To cover WWTP fall equipment	42075	06/24/2024	EBRADFORI	15,120.00	-6,000.00	7,975.00
IT	10-10-6610-5300-458 DATA PROCESSING SERVICES						
	Cyber Insurance	41988	06/24/2024	EBRADFORI	553,042.00	-1,341.00	551,701.00
IT	10-10-6610-5300-540 INSURANCE						
	Cyber Insurance	41987	06/24/2024	EBRADFORI	9,700.00	1,341.00	11,041.00
Police	10-20-5100-5300-080 TRAINING/CONF./CONV.						
	Yr-end adj	42077	06/24/2024	EBRADFORI	26,900.00	1,600.00	32,500.00
Police	10-20-5100-5300-161 MAINTENANCE - VEHICLES						
	Correct radio expense account	42054	06/24/2024	EBRADFORI	1,000.00	-12,905.00	36,867.00
Police	10-20-5100-5300-570 MISCELLANEOUS						
	Yr-end adj	42076	06/24/2024	EBRADFORI	15,500.00	-1,600.00	13,900.00
Police	10-20-5100-5300-574 MISC. - POLICE DOG						
	Year-end adjustments.	42088	06/24/2024	JFernandez	4,100.00	75.00	9,876.00
Police	10-20-5100-5700-741 CAPITAL - EQUIPMENT						
	Correct radio expense account	42055	06/24/2024	EBRADFORI	0.00	12,905.00	12,905.00
Fleet Maint.	10-30-5550-5125-062 DENTAL INSURANCE						
	Year-end adjustments.	42089	06/24/2024	JFernandez	1,298.00	750.00	2,048.00
Fleet Maint.	10-30-5550-5127-070 RETIREMENT						
	Year-end adjustments.	42090	06/24/2024	JFernandez	31,543.00	300.00	31,843.00
Fleet Maint.	10-30-5550-5127-071 401(K) RETIREMENT SUPP.						
	Year-end adjustments.	42091	06/24/2024	JFernandez	12,460.00	1,000.00	13,460.00

JFernandez  
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Page 1 of 4

FY 2023-2024

# TOWN OF HILLSBOROUGH BUDGET CHANGES REPORT

DATES: 06/24/2024 TO 06/24/2024

	<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
Fleet Maint.	10-30-5550-5300-130 UTILITIES Year-end adjustments.	42092	06/24/2024	JFernandez	8,600.00	550.00	9,150.00
Streets	10-30-5600-5300-140 TRAVEL/VEHICLE ALLOTMENT Year-end adjustments.	42093	06/24/2024	JFernandez	390.00	200.00	590.00
Solid Waste	10-30-5800-5300-110 TELEPHONE/INTERNET Year-end adjustments.	42094	06/24/2024	JFernandez	1,860.00	1,500.00	3,360.00
Solid Waste	10-30-5800-5300-484 LANDFILL FEES Yr-end adj	42061	06/24/2024	EBRADFORI	120,000.00	10,000.00	130,000.00
Solid Waste	10-30-5800-5300-570 MISCELLANEOUS Year-end adjustments.	42095	06/24/2024	JFernandez	1,000.00	50.00	2,950.00
Special Approp.	10-60-6900-5300-145 MAINTENANCE - BUILDINGS To allocate unused C.S./Alarm funds.	42001	06/24/2024	JFernandez	30,000.00	4,000.00	34,000.00
Special Approp.	10-60-6900-5300-490 C.S./ALARM To allocate unused C.S./Alarm funds.	42002	06/24/2024	JFernandez	4,000.00	-4,000.00	0.00
Special Approp.	10-60-6900-5400-920 DEBT SERVICE - INTEREST Year-end adjustments.	42100	06/24/2024	JFernandez	0.00	1.00	7,616.96
WSF Fund Bal.	30-80-3900-3900-000 FUND BALANCE APPROPRIATED Revenue bond admin fees	41981	06/24/2024	EBRADFORI	1,768,570.00	3,000.00	4,954,931.80
	Year-end adjustments.	42106	06/24/2024	JFernandez	1,768,570.00	11,775.00	4,966,706.80
Admin. of Enterprise	30-80-7200-5320-050 FICA Year-end adjustments.	42102	06/24/2024	JFernandez	0.00	300.00	300.00
Admin of Enterprise	30-80-7200-5327-070 RETIREMENT Year-end adjustments.	42103	06/24/2024	JFernandez	0.00	450.00	450.00
Utilities Admin.	30-80-7220-5300-113 LICENSE FEES To cover purchase of hydraulic modeling	41994	06/24/2024	JFernandez	12,550.00	15,000.00	27,550.00
Utilities Admin.	30-80-7220-5300-455 C.S./ENGINEERING To cover purchase of hydraulic modeling	41993	06/24/2024	JFernandez	75,000.00	-15,000.00	140,600.87
Billing & Collect.	30-80-7240-5300-110 TELEPHONE/INTERNET To cover South Data expenses.	42082	06/24/2024	JFernandez	480.00	-480.00	0.00
Billing & Collect.	30-80-7240-5300-113 LICENSE FEES To cover South Data expenses.	42083	06/24/2024	JFernandez	2,100.00	-1,290.00	0.00
Billing & Collect.	30-80-7240-5300-411 C.S./SOUTH DATA To cover South Data expenses.	42086	06/24/2024	JFernandez	43,100.00	3,517.80	40,527.91
Billing & Collect.	30-80-7240-5300-442 C.S./ONLINE UTILITY SERV. To cover South Data expenses.	42084	06/24/2024	JFernandez	2,400.00	-1,500.00	900.00
Billing & Collect.	30-80-7240-5300-458 DATA PROCESSING SERVICES To cover South Data expenses.	42085	06/24/2024	JFernandez	28,395.00	-247.80	27,147.20
WFER	30-80-8130-5300-570 MISCELLANOUS Revenue bond admin fees	41980	06/24/2024	EBRADFORI	2,600.00	3,000.00	5,500.00
Water Dist.	30-80-8140-5300-158 MAINTENANCE - EQUIPMENT To cover water booster PS generator load	41979	06/24/2024	JFernandez	8,000.00	210.00	8,210.00
	To cover equipment maintenance through	42081	06/24/2024	JFernandez	8,000.00	200.00	8,410.00
Water Dist.	30-80-8140-5300-165 MAINTENANCE - INFRASTRUCTURE JFernandez		06/18/2024	1:42:35PM			
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FY 2023-2024

# TOWN OF HILLSBOROUGH BUDGET CHANGES REPORT

DATES: 06/24/2024 TO 06/24/2024

	<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
	To cover replacement of supply inventory.	41976	06/24/2024	JFernandez	140,000.00	-2,000.00	69,200.00
	To cover re-wrapping camera trailer.	42058	06/24/2024	JFernandez	140,000.00	-2,300.00	66,900.00
	Door hangers, shop stock, materials, tools	42072	06/24/2024	JFernandez	140,000.00	-4,526.38	62,373.62
Water Dist.	30-80-8140-5300-330 SUPPLIES - DEPARTMENTAL						
	To cover replacement of supply inventory.	41977	06/24/2024	JFernandez	131,440.00	2,000.00	130,888.64
	Door hangers, shop stock, materials, tools	42073	06/24/2024	JFernandez	131,440.00	4,526.38	135,415.02
Water Dist.	30-80-8140-5300-351 RENTAL - EQUIPMENT						
	To cover equipment maintenance through	42080	06/24/2024	JFernandez	4,000.00	-200.00	3,800.00
Water Dist.	30-80-8140-5300-570 MISCELLANEOUS						
	To cover water booster PS generator load	41978	06/24/2024	JFernandez	3,000.00	-210.00	2,790.00
	To cover custom tent for educational even	41990	06/24/2024	JFernandez	3,000.00	-720.00	2,070.00
WW Collect.	30-80-8200-5300-080 TRAINING/CONF./CONV.						
	To cover custom tent for educational even	41991	06/24/2024	JFernandez	8,500.00	-720.00	7,780.00
WW Collect.	30-80-8200-5300-151 FOG PROGRAM						
	To cover custom tent for educational even	41992	06/24/2024	JFernandez	8,000.00	1,440.00	9,440.00
	To cover re-wrapping camera trailer.	42060	06/24/2024	JFernandez	8,000.00	4,600.00	14,040.00
WW Collect.	30-80-8200-5300-158 MAINTENANCE - EQUIPMENT						
	To cover pump station generator load testi	41970	06/24/2024	JFernandez	40,000.00	6,550.05	50,761.01
	JetVac Cover	41983	06/24/2024	EBRADFORI	40,000.00	8,053.00	58,814.01
WW Collect.	30-80-8200-5300-165 MAINTENANCE - INFRASTRUCTURE						
	To cover re-lining of 7 manholes.	41972	06/24/2024	JFernandez	187,500.00	12,305.00	282,154.00
	To cover Wood's Edge PS repair	42057	06/24/2024	EBRADFORI	187,500.00	4,000.00	286,154.00
WW Collect.	30-80-8200-5300-322 SUPPLIES - LIFT STATION PUMPS						
	To cover spare motors for lift stations.	41966	06/24/2024	JFernandez	193,000.00	-59,940.00	96,885.00
	To cover re-lining of 7 manholes.	41971	06/24/2024	JFernandez	193,000.00	-12,305.00	84,580.00
	JetVac Cover	41982	06/24/2024	EBRADFORI	193,000.00	-8,053.00	76,527.00
	To cover Wood's Edge PS repair	42056	06/24/2024	EBRADFORI	193,000.00	-4,000.00	72,527.00
	To cover re-wrapping camera trailer.	42059	06/24/2024	JFernandez	193,000.00	-2,300.00	70,227.00
WW Collect.	30-80-8200-5300-330 SUPPLIES - DEPARTMENTAL						
	To cover lateral push camera for WWC.	41974	06/24/2024	JFernandez	80,500.00	-4,365.06	76,204.00
WW Collect.	30-80-8200-5300-351 RENTAL - EQUIPMENT						
	To cover pump station generator load testi	41968	06/24/2024	JFernandez	9,000.00	-5,724.72	3,275.28
WW Collect.	30-80-8200-5300-416 C.S./ROOT CONTROL SERVICE						
	To cover pump station generator load testi	41969	06/24/2024	JFernandez	20,000.00	-825.33	19,174.67
	To cover lateral push camera for WWC.	41973	06/24/2024	JFernandez	20,000.00	-5,534.94	13,639.73
WW Collect.	30-80-8200-5300-570 MISCELLANEOUS						
	Year-end adjustments.	42104	06/24/2024	JFernandez	1,500.00	25.00	231.00
WW Collect.	30-80-8200-5700-741 CAPITAL - EQUIPMENT						
	To cover spare motors for lift stations.	41967	06/24/2024	JFernandez	20,000.00	59,940.00	268,391.79
	To cover lateral push camera for WWC.	41975	06/24/2024	JFernandez	20,000.00	9,900.00	278,291.79
WWTP	30-80-8220-5300-320 SUPPLIES - OFFICE						
	To cover keyboard purchase.	42079	06/24/2024	JFernandez	560.00	20.00	580.00
WWTP	30-80-8220-5300-570 MISCELLANEOUS						
	To cover keyboard purchase.	42078	06/24/2024	JFernandez	104,410.00	-20.00	1,390.00

JFernandez  
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Page 3 of 4

FY 2023-2024

TOWN OF HILLSBOROUGH  
BUDGET CHANGES REPORT

DATES: 06/24/2024 TO 06/24/2024

REFERENCE	CHANGE NUMBER	DATE	USER	ORIGINAL BUDGET	BUDGET CHANGE	AMENDED BUDGET
WSF 30-80-9990-5300-000 CONTINGENCY Contingency Year-end adjustments.	42105	06/24/2024	JFernandez	400,000.00	11,000.00	11,000.00
Gen. 60-05-3900-3900-000 FUND BALANCE APPROPRIATION Cap. Proj. Offset via Fund 60 Fund Balance	42005	06/24/2024	EBRADFORI	0.00	61,612.54	61,612.54
Gen. 60-05-3980-3980-104 INSTALL FIN/NC86 RENOVATION Cap. Proj. Offset via Fund 60 Fund Balance	42003	06/24/2024	EBRADFORI	2,000,000.00	-61,612.54	3,237,719.46
WS 69-17-3870-3870-504 TRANSFER FROM WSF-16" OWASA WATER M Cap. Proj. Close out project	41984	06/24/2024	EBRADFORI	100,000.00	-100,000.00	0.00
WS 69-17-3870-3870-701 TRANSFER FROM FUND 75-16" OWASA WAT Cap. Proj. Close out project	41985	06/24/2024	EBRADFORI	465,000.00	-465,000.00	0.00
WS 69-17-8140-5700-748 16" OWASA WATER MAIN Cap. Proj. Close out project	41986	06/24/2024	EBRADFORI	565,000.00	-565,000.00	0.00
WS 69-24-8140-5700-722 GOV BURKE RD WATER MAIN REPLACEMENT Cap. Proj. Yr-end adj	42067	06/24/2024	EBRADFORI	230,000.00	-149,408.00	80,592.00
WS 69-24-8140-5972-002 TRANSFER TO FUND 75-WATER SDF RESER Cap. Proj. Yr-end adj	42069	06/24/2024	EBRADFORI	0.00	149,408.00	149,408.00
Water 75-71-3870-3870-990 TRAN FR FUND 69-US-70 WTR IMPROV SDF Res. Refund surplus SDF funds	42071	06/24/2024	EBRADFORI	0.00	149,408.00	381,374.53
Water 75-71-6900-5970-928 TRAN TO FUND 69 - US 70 PHASE I SDF Res. Refund surplus SDF funds	42070	06/24/2024	EBRADFORI	282,795.50	149,408.00	985,369.53
					<u>-768,032.00</u>	



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: June 24, 2024  
Department: Planning & Economic Development  
Agenda Section: Consent  
Public hearing: Yes  
Date of public hearing: June 3, 2024

#### PRESENTER/INFORMATION CONTACT

Shannan Campbell, Planning and Economic Development Manager

#### ITEM TO BE CONSIDERED

**Subject:** Tourism Board Fiscal Year 2025 Budget Adoption

**Attachments:**

FY25 Budget Ordinance

**Summary:**

The Hillsborough Tourism Board held a budget public hearing on June 3, 2024. Budget highlights include funding a considerable number of grant proposals this year including funding for the Outlandish Scottish Festival, Hillsborough Garden Tour 2025, Eno Arts Mill's "First Fridays at the Mill" events, FlushFest 2025, Snow Approach Foundation's Skills Retreat, and a new Children's Play idea by the Hillsborough Garden Club. There is also funding reserved for two Revolutionary War interpretive signs as part of A250 (the celebration of the 250<sup>th</sup> anniversary of the signing of the declaration of independence) and rolled/unspent funds from FY24 to continue to explore a kayak rental pilot at Kings Highway Park and Parking Study cost share. The budget also includes increases to funding to key contract partners for on-going visitors services, marketing, and events throughout the year.

**Financial impacts:**

None.

**Staff recommendation and comments:**

Staff recommends approval of the Tourism Board's budget. The board is planning on spending down a very health fund balance in favor of funding events and programs that will bring more people to town in fiscal year 2025. Additionally, F&B revenues continue to be strong and exceed projections year over year.

**Action requested:**

Approve, or approve with conditions/modifications.



**ORDINANCE**  
**Tourism Board Budget**  
**FY2024-25**

The Hillsborough Board of Commissioners ordains that the following budget ordinance is hereby adopted:

**Section 1. Tourism Board Fund:**

It is estimated that the following revenues will be available for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

Food & Beverage Tax	\$485,000
Fund Balance Appropriation	<u>\$ 84,151</u>
<b>TOTAL</b>	<b>\$569,151</b>

The following amounts are hereby appropriated for the operation of the Tourism Board and its activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025 in accordance with the Chart of Accounts heretofore established for the Tourism Board:

Tourism Board	<u>\$569,151</u>
<b>TOTAL</b>	<b>\$569,151</b>

**Section 2.** The Town of Hillsborough will collect a Food & Beverage Tax and distribute the funds to the Tourism Board to fund its operations. These funds are listed as "Food & Beverage Tax" revenues in Section I of the ordinance.

**Section 3.** Operating funds encumbered on the financial records as of June 30, 2024, are hereby re-appropriated to this budget.

**Section 4.** Copies of this ordinance should be furnished to the clerk, budget officer and finance officer to be kept on file by them for their direction in carrying out this budget.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 24<sup>th</sup> day of June in 2024.

Ayes:  
Noes:  
Absent or excused:

\_\_\_\_\_  
Victoria Pace, Tourism Board Chair

\_\_\_\_\_  
Mark Bell, Mayor

\_\_\_\_\_  
Sarah E. Kimrey, Town Clerk



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: June 24, 2024  
Department: Planning and Economic Development  
Agenda Section: Consent  
Public hearing: Yes  
Date of public hearing: June 6, 2024

#### PRESENTER/INFORMATION CONTACT

Shannan Campbell, Planning and Economic Development Manager

#### ITEM TO BE CONSIDERED

**Subject:** Tourism Development Authority Fiscal Year 2025 Budget Adoption

**Attachments:**

FY25 Budget Ordinance

**Summary:**

The Hillsborough Tourism Development Authority held a budget public hearing on June 6, 2024. Budget highlights include funding to purchase additional holiday décor and photo props, a new visitor kiosk/event sign for West Hillsborough, photography work at fall events to support marketing and social media content and rolled/unspent funds from FY24 for the Parking Study cost share and continued exploration of the feasibility and construction of a cultural/performing arts center in town.

**Financial impacts:**

None.

**Staff recommendation and comments:**

Staff recommends approval of the Tourism Development Authority budget. The board is plans to spend a minimal amount of fund balance to provide some new visitor amenities and décor, refresh marketing materials with new photography, and have the option for sponsorship of events/programs that bring people to stay overnight as they arise. Occupancy revenues remain consistent without the construction of any new hotel/motels as short-term rentals come online and go offline variably.

**Action requested:**

Approve, or approve with conditions/modifications.



# ORDINANCE

## Tourism Development Authority Budget

### FY2024-25

The Hillsborough Board of Commissioners ordains that the following budget ordinance is hereby adopted:

#### Section 1. Tourism Development Authority Fund:

It is estimated that the following revenues will be available for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

Occupancy Tax	\$100,000
Fund Balance Appropriation	<u>\$ 24,500</u>
TOTAL	\$124,500

The following amounts are hereby appropriated for the operation of the Tourism Development Authority (TDA) and its activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025 in accordance with the Chart of Accounts heretofore established for the TDA:

Tourism Development Authority	<u>\$124,500</u>
TOTAL	\$124,500

**Section 2.** The Town of Hillsborough will collect an Occupancy Tax and distribute the funds to the Tourism Development Authority to fund its operations. These funds are listed as "Occupancy Tax" revenues in Section I of the ordinance.

**Section 3.** Operating funds encumbered on the financial records as of June 30, 2024, are hereby re-appropriated to this budget.

**Section 4.** Copies of this ordinance should be furnished to the clerk, budget officer and finance officer to be kept on file by them for their direction in carrying out this budget.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 24<sup>th</sup> day of June in 2024.

Ayes:

Noes:

Absent or excused:

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Meaghun Darab, Tourism Development Authority Chair

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Mark Bell, Mayor

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Sarah E. Kimrey, Town Clerk



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: June 24, 2024  
Department: Administrative Services  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing:

#### PRESENTER/INFORMATION CONTACT

Human Resources Manager Haley Thore

#### ITEM TO BE CONSIDERED

**Subject:** Fiscal Year 2025 Salary Schedule

**Attachments:**

Salary schedule

**Summary:**

The attached salary schedule has been updated to reflect items approved in the FY25 budget. All salary ranges have increased by \$1,500 in line with the cost-of-living adjustment. This salary schedule will become effective July 1, 2024, which is the start of the first full pay period in FY25.

**Financial impacts:**

None.

**Staff recommendation and comments:**

**Action requested:**

Approve the FY24 salary schedule as presented.

**Regular (Non-Law Enforcement) Positions**

Salary Grade	Minimum	Midpoint	Maximum	FLSA Status	Class Code	Classification
1	37,205	48,667	60,128			
2	38,915	49,690	60,465	N	201	ADMINISTRATIVE SUPPORT SPECIALIST
2	38,915	49,690	60,465	N	202	METER SERVICES TECHNICIAN
2	38,915	49,690	60,465	N	205	CUSTOMER SERVICE REPRESENTATIVE
3	40,711	52,024	63,338	N	302	EQUIPMENT OPERATOR I
3	40,711	52,024	63,338	N	303	UTILITY MAINTENANCE TECHNICIAN I
4	42,597	54,476	66,355	N	401	SENIOR CUSTOMER SERVICE REPRESENTATIVE
4	42,597	54,476	66,355	N	402	UTILITY MAINTENANCE TECHNICIAN II
4	42,597	54,476	66,355	N	403	WASTEWATER PLANT OPERATOR I
4	42,597	54,476	66,355	N	404	WATER PLANT OPERATOR I
5	44,576	57,049	69,522	N	502	EQUIPMENT OPERATOR II
5	44,576	57,049	69,522	N	503	SENIOR ADMINISTRATIVE SUPPORT SPECIALIST
5	44,576	57,049	69,522	N	504	UTILITY MAINTENANCE TECHNICIAN III
5	44,576	57,049	69,522	N	505	WASTEWATER PLANT OPERATOR II
5	44,576	57,049	69,522	N	506	WATER PLANT OPERATOR II
6	46,655	59,752	72,848	N	605	ACCOUNTS PAYABLE TECHNICIAN
6	46,655	59,752	72,848	N	605	EQUIPMENT OPERATOR III
6	46,655	59,752	72,848	N	601	PLANNING TECHNICIAN
6	46,655	59,752	72,848	N	602	PLANT MAINTENANCE MECHANIC I
6	46,655	59,752	72,848	N	604	UTILITY SYSTEMS MECHANIC I
6	46,655	59,752	72,848	N	607	STORMWATER TECHNICIAN
7	48,838	62,589	76,341	N	706	ACCOUNTING TECHNICIAN
7	48,838	62,589	76,341	N	701	CREW LEADER
7	48,838	62,589	76,341	N	702	PLANT MAINTENANCE MECHANIC II
7	48,838	62,589	76,341	N	703	UTILITY SYSTEMS MECHANIC II
7	48,838	62,589	76,341	N	704	WASTEWATER PLANT OPERATOR III
7	48,838	62,589	76,341	N	705	WATER PLANT OPERATOR III
8	51,130	65,569	80,008	N	801	FLEET MECHANIC
8	51,130	65,569	80,008	N	802	PLANT MAINTENANCE MECHANIC III
8	51,130	65,569	80,008	N	803	UTILITY SYSTEMS MECHANIC III
8	51,130	65,569	80,008	N	804	DIVERSION SOCIAL WORKER
9	53,536	68,697	83,858	E	901	BILLING & CUSTOMER SERVICE SUPERVISOR
9	53,536	68,697	83,858	N	902	METER SERVICES SUPERVISOR
9	53,536	68,697	83,858	N	903	UTILITIES INSPECTOR
9	53,536	68,697	83,858	E	904	PUBLIC WORKS SUPERVISOR
10	56,063	71,982	87,901	N	1001	BACKFLOW/FOG SPECIALIST
10	56,063	71,982	87,901	N	1002	CHIEF WASTEWATER PLANT OPERATOR
10	56,063	71,982	87,901	N	1003	COMMUNICATIONS SPECIALIST
10	56,063	71,982	87,901	N	1004	FACILITIES COORDINATOR
10	56,063	71,982	87,901	N	1005	OPERATOR IN RESPONSIBLE CHARGE
11	58,716	75,431	92,146	N	1101	PLANNER
12	61,502	79,053	96,604	E	1201	BUDGET & MANAGEMENT ANALYST
12	61,502	79,053	96,604	E	1202	FINANCIAL ANALYST
12	61,502	79,053	96,604	E	1203	FLEET MAINTENANCE SUPERVISOR
12	61,502	79,053	96,604	E	1204	HUMAN RESOURCES ANALYST



12	61,502	79,053	96,604	E	1205	MANAGEMENT ANALYST
12	61,502	79,053	96,604	N	1206	STORMWATER PROGRAM COORDINATOR
12	61,502	79,053	96,604	N	1207	WASTEWATER LABORATORY SUPERVISOR
12	61,502	79,053	96,604	N	1208	SENIOR COMMUNICATIONS SPECIALIST
12	61,502	79,053	96,604	N	1209	PLANNER II
13	64,427	82,856	101,284	E	1301	CIVIL ENGINEERING TECHNICAN
13	64,427	82,856	101,284	E	1302	SENIOR PLANNER
13	64,427	82,856	101,284	E	1303	UTILITY MAINTENANCE SUPERVISOR
14	67,499	86,848	106,198	E	1401	TOWN CLERK/HUMAN RESOURCES TECHNICIAN
14	67,499	86,848	106,198	E	1402	UTILITY MECHANIC SUPERVISOR
15	70,724	91,041	111,358	E	1501	SAFETY & RISK MANAGER
16	74,110	95,443	116,776	E	1601	WATER PLANT SUPERINTENDENT
17	77,665	100,065	122,465	E	1701	PUBLIC WORKS MANAGER
17	77,665	100,065	122,465	E	1702	STORMWATER & ENVIRONMENTAL SERVICES MANAGER
17	77,665	100,065	122,465	E	1703	UTILITY SYSTEM SUPERINTENDENT
18	81,399	104,918	128,438	E	1802	COMMUNICATIONS MANAGER
19	85,319	110,014	134,710	E	1901	INFORMATION TECHNOLOGY MANAGER
20	89,434	115,365	141,295	E	2001	BUDGET DIRECTOR
20	89,434	115,365	141,295	E	2002	ENVIRONMENTAL ENGINEERING SUPERVISOR
20	89,434	115,365	141,295	E	2003	HUMAN RESOURCES MANAGER
20	89,434	115,365	141,295	E	2004	PLANNING & ECONOMIC DEVELOPMENT MANAGER
20	89,434	115,365	141,295	E	2005	PUBLIC SPACE & SUSTAINABILITY MANAGER
20	89,434	115,365	141,295	E	2006	DEPUTY UTILITIES DIRECTOR - WATER TREATMENT
21	93,756	120,983	148,210			
22	98,294	126,882	155,470			
23	103,059	133,076	163,094			
24	108,062	139,580	171,099	E	2401	ADMINISTRATIVE SERVICES DIRECTOR
24	108,062	139,580	171,099	E	2402	ASSISTANT TOWN MANAGER/COMMUNITY SERVICES DIRECTOR
24	108,062	139,580	171,099	E	2403	FINANCE DIRECTOR
25	113,315	146,409	179,504	E	2501	UTILITIES DIRECTOR

**Sworn Law Enforcement Officer Positions**

Salary	FLSA					
Grade	Minimum	Midpoint	Maximum	Status	Class Code	Classification
100	48,138	61,679	75,220	N	100	POLICE OFFICER TRAINEE
102	54,912	70,485	86,059	N	102	POLICE OFFICER
201	57,508	73,860	90,212	N	203	POLICE OFFICER FIRST CLASS
202	60,233	77,403	94,573	N	204	POLICE CORPORAL
402	68,730	88,449	108,168	N	405	POLICE SERGEANT
502	75,467	97,207	118,947	E	507	POLICE LIEUTENANT
601	86,700	111,809	136,919	E	606	POLICE MAJOR
701	108,062	139,580	171,099	E	707	CHIEF OF POLICE



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: June 24, 2024  
Department: Stormwater  
Agenda Section: Consent  
Public hearing: Yes  
Date of public hearing: May 28, 2024

#### PRESENTER/INFORMATION CONTACT

Terry Hackett, Stormwater & Environmental Services Director

#### ITEM TO BE CONSIDERED

**Subject:** Ordinance Amending Article II: Establishment of Stormwater Service Charge and Credits, Section 19-6 of the Code of Ordinances

##### Attachments:

1. Chapter 19, Section 19-6 - As Proposed to be Amended
2. Chapter 19, Section 19-6 - Code of Ordinances Amendment

##### Summary:

This Code of Ordinances amendment brings the code in line with the stormwater rate structure changes adopted in the fiscal year 2025 budget. Per the town code, the 5<sup>th</sup> tier is currently 200,001 sq ft of impervious surface and above. This amendment would adjust the 5<sup>th</sup> tier to 200,001 to 600,000 sq ft and add a 6<sup>th</sup> tier for 600,001 to 800,000 sq ft properties.

##### Financial impacts:

The rate structure amendment creates more equity in fee assessment.

##### Staff recommendation and comments:

None.

##### Action requested:

Approved text amendments as presented.



## ORDINANCE

### Amending Article II. Establishment of Stormwater Service Charge and Credits, Section 19-6 of the Code of Ordinances

The Hillsborough Board of Commissioners ordains:

**Section 1.** Chapter 19, Article II of the Hillsborough Code of Ordinances is amended as follows:

#### **Sec. 19-6. Rate structure.**

- (a) Every parcel within the town limits shall be subject to a stormwater management utility service charge derived from the rate structure described below. The rate structure to distribute the cost of services associated with the operation, repair, improvement and maintenance of public drainage systems and facilities through a schedule of rates, fees, charges, and penalties related to the operation of a stormwater management utility and stormwater management enterprise fund as established in section 19-4 shall be based on the following parameters:
  - (1) Residential parcels shall be assessed an annual, flat service charge based upon the schedule of rates approved by the Town Board as described in section 19-7 of this article.
    - a. Each residential parcel shall be charged for one ERU of impervious area.
    - b. Each residential unit in a townhome, condominium, or other multifamily structure with individual unit ownership and duplexes shall be billed for one ERU of impervious area.
  - (2) Nonresidential parcels shall be assessed an annual service charge based on the tier of the property. The schedule of rates for each tier is based on the number of ERUs in for the midpoint of the tier. Tiers are determined by the amount of impervious surface area on the parcel as follows:
    - a. Tier 1: 0 to 10,000 square feet of impervious surface area;
    - b. Tier 2: 10,001 to 30,000 square feet of impervious surface area;
    - c. Tier 3: 30,000 to 100,000 square feet of impervious surface area;
    - d. Tier 4: 100,001 to 200,000 square feet of impervious surface area;
    - e. Tier 5: 200,001 to 600,000 square feet of impervious surface area;
    - f. Tier 6: 600,001 to 800,000 square feet of impervious surface area.
- (c) Based on an analysis of impervious surface area on properties throughout the town, an impervious surface area of 2,800 square feet is hereby designated as one ERU.
- (d) Parcels maintained by residential homeowner associations that contain a common use building (i.e. "club house, pool house, etc."), parking and/or a swimming pool shall be charged one ERU of impervious area.

**Section 2.** All provisions of any town ordinance in conflict with this ordinance are repealed.

**Section 3.** This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 24 day of June in the year 2024.

Ayes:

Noes:

Absent or excused:

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Sarah E. Kimrey, Town Clerk

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## Sec. 19-6. Rate structure.

- (a) Every parcel within the town limits shall be subject to a stormwater management utility service charge derived from the rate structure described below. The rate structure to distribute the cost of services associated with the operation, repair, improvement and maintenance of public drainage systems and facilities through a schedule of rates, fees, charges, and penalties related to the operation of a stormwater management utility and stormwater management enterprise fund as established in section 19-4 shall be based on the following parameters:
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    - d. Tier 4: 100,001 to 200,000 square feet of impervious surface area;
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    - f. Tier 6: 600,001 to 800,000 square feet of impervious surface area.
- (c) Based on an analysis of impervious surface area on properties throughout the town, an impervious surface area of 2,800 square feet is hereby designated as one ERU.
- (d) Parcels maintained by residential homeowner associations that contain a common use building (i.e. "club house, pool house, etc."), parking and/or a swimming pool shall be charged one ERU of impervious area.

(Ord. No. 20160613-11.A, § 1, 6-13-2016)



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: June 24, 2024  
Department: Community Services  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Matt Efird, Assistant Town Manager

#### ITEM TO BE CONSIDERED

**Subject:** Resolution authorizing an updated Memorandum of Understanding for the Orange County Partnership to End Homelessness

##### Attachments:

1. Resolution
2. Draft MOU
3. MOU Attachment – Position Descriptions

##### Summary:

In 2015, the town entered into a Memorandum of Understanding with the towns of Chapel Hill and Carrboro and Orange County regarding the Orange County Partnership to End Homelessness to provide joint funding and oversight of the Partnership. That MOU was extended in 2022 and 2023. The attached draft MOU includes representation by a Hillsborough elected official on the OCPEH Leadership Team, and the expectation of a contribution of 6.5% towards the funding of the partnership.

The updated MOU was approved by the Chapel Hill Town Council on June 12, is to be considered by the Carrboro Town Council on June 18 and will be considered by the Orange County Board of County Commissioners at a later date.

This action is consistent with the FY2024-27 Strategic Plan Objective 4.3 (financially support existing efforts to preserve affordable housing or support housing stability with locally identified funding) and the Comprehensive Sustainability Plan: Housing & Affordability recommended action – “participate with the Partnership to End Homelessness to fill the gaps identified in the plan to end homelessness”.

##### Financial impacts:

The contribution of 6.5% of the partnership budget (\$51,910) is included in the town’s approved FY2025 budget.

##### Staff recommendation and comments:

N/A

##### Action requested:

Staff requests approval of the attached resolution.



## RESOLUTION

### Authorizing the Approval of a Memorandum of Understanding Between Orange County and the Towns of Chapel Hill, Carrboro, and Hillsborough for the Orange County Partnership to End Homelessness

**WHEREAS**, the Hillsborough Board of Commissioners approved a Memorandum of Understanding with the surrounding towns and Orange County in 2015 for the Orange County Partnership to End Homelessness, with extensions in 2022 and 2023; and

**WHEREAS**, the Partnership Leadership Team, consisting of elected representatives from each of the parties, desires an updated Memorandum of Understanding; and

**WHEREAS**, the Fiscal Year 2025 adopted budget includes sufficient funding to meet with the Memorandum of Understanding commitment of 6.5% of the partnership funding; and

**WHEREAS**, participation in the partnership is consistent with the FY2024-27 Strategic Plan and the Comprehensive Sustainability Plan;

**NOW, THEREFORE**, be it resolved that the Hillsborough Board of Commissioners approves the execution of a Memorandum of Understanding substantially similar to the draft attached to this agenda item and authorizes the mayor to execute it on behalf of the board. This resolution is effective upon approval.

Approved this 24<sup>th</sup> day of June of the year 2024.

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Mark Bell, Mayor  
Town of Hillsborough

Attestation:

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Sarah Kimrey, Town Clerk

**Memorandum of Understanding between Orange County and the  
Towns of Chapel Hill, Carrboro, and Hillsborough:  
Orange County Partnership to End Homelessness (OCPEH)**

Whereas, in April 2008, the Orange County Board of Commissioners, Chapel Hill Town Council, Carrboro Town Council, and Hillsborough Board of Commissioners endorsed the Orange County 10-Year Plan to End Chronic Homelessness and entered into a memorandum of understanding to fund and support the Plan's implementation by the Orange County Partnership to End Homelessness (OCPEH), and

Whereas, the Partnership has made significant progress in ending and preventing homelessness in Orange County over the past sixteen years, and

Whereas, the parties to this Memorandum came together and revised this Memorandum of Understanding in 2015, and

Whereas, reflecting a combination of national best practices, national funding models, and local experience, the Orange County 10-Year Plan to End Chronic Homelessness has evolved to become an ongoing program, the Orange County Plan to End Homelessness, and

Whereas, the role of the Partnership is to implement Orange County's Plan to End Homelessness and serve as the Continuum of Care for Orange County, and

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

Whereas, the initial 10-Year Plan created a body called the Executive Team, now called the Leadership Team, consisting of representatives appointed from each of the above governmental partners and a cross-section of community representation, charged with providing oversight and direction to the plan, and the parties to this Memorandum intend for the Leadership Team to continue to perform this role, and

Whereas, the parties to this Memorandum intend to continue funding the Partnership's Homeless Programs Manager and Housing Access Coordinator, and provide partial funding for the Homeless Programs Coordinator, all of whom have job responsibilities outlined in a Job Description (Attachment A), and

Whereas, in order to implement the Plan, the Partnership is providing direct service programs via pass-through funding from other sources, and

Whereas, the four elected appointees continue to recommend and serve on the OCPEH Executive Team, which shall consist of the four elected appointees, to ensure that the interests of all four funding jurisdictions are consistently represented;  
Whereas, the parties to this Memorandum have determined the amount of funding to be provided by each partner by utilizing a population-based formula based on the latest



Census data. Based upon the 2020 Census data, the percentage contributions, subject to each jurisdiction's approval, are as follows:

- Orange County 39.5%
- Town of Chapel Hill 39.7%
- Town of Carrboro 14.3%
- Town of Hillsborough 6.5%

The parties to this Memorandum hereby clarify the roles and responsibilities of each body as it relates to funding and oversight.

A. The Executive Team will:

1. Provide ongoing supervision of the Homeless Programs Manager (HPM) through the County Manager by:
  - i. Conducting joint annual performance reviews of the HPM with the County Manager, after gathering input from the Chair of the Leadership Team and others, as appropriate;
  - ii. Approving an annual work plan for the HPM based on the goals of the Plan, subject to final approval by the County Manager;
  - iii. Meeting with and reviewing the work plan with the HPM and the County Manager quarterly;
  - iv. Participating in interviews for the hiring of the HPM;
  - v. Making recommendations to the County Manager regarding performance concerns related to the HPM.
2. Operate its program on the same fiscal year as that operated by the Towns and County.
3. Not have supervisory authority over any Town or County staff who may be assigned to provide assistance to the Leadership Team or Executive Team.
4. Meet quarterly, with staff support, to review progress under the annual work plan.

B. Towns and the County will:

1. Provide office space and supplies for the use of the Partnership staff as needed and available.
2. Provide staff assistance as needed to support the Executive Team and Leadership Team subject to Town Manager and County Manager direction.
3. Provide an annual appointment from the elected governing bodies to the Leadership and Executive Teams.

4. Assist with the annual implementation efforts of the Plan.
  5. Continue to support the Partnership through the responsibilities and activities outlined herein.
  6. Receive an annual report and presentation from the HPM reflective of system-level data and OCPEH programming data.
  7. Not be required or expected to continue funding Partnership staff should the funding not be available through any one or more of the other partners.
  8. Not require or suggest the HPM perform work on goals that are not in her/his work plan for the Partnership.
  9. Work with the HPM to incorporate Homeless System Gaps Analysis into County-wide housing planning and supporting data sources
- C. The Plan is understood to be a living document that the Partnership will update over time to reflect its accomplishments and the evolution of policies, evidence-based practices, and funding.
- D. This Memorandum supersedes the 2015 Memorandum of Understanding that supported the Orange County 10-Year Plan to End Chronic Homelessness. It will remain in effect for one year from the date of its adoption by all Parties. Memorandum will be renewed under one year terms until decisions regarding OCPEH governance revisions are adopted and if agreed upon by all parties. Revisions will be presented to the Executive Team for consideration no later than the final quarterly meeting of the Executive Team prior to expiration of the one year term. Any Party hereto may withdraw from the Memorandum by providing written notice to every other Party at least 6 months prior to the start of the fiscal year in which the Party wishes to withdraw.

[SIGNATURES TO FOLLOW]

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

ORANGE COUNTY

\_\_\_\_\_  
Jamezetta Bedford, Chair

\_\_\_\_\_  
ATTEST

STATE OF NORTH CAROLINA  
ORANGE COUNTY

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

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_

(Notary Seal)

My commission expires: \_\_\_\_\_

TOWN OF CHAPEL HILL

\_\_\_\_\_  
Jessica Anderson, Mayor

\_\_\_\_\_  
ATTEST

STATE OF NORTH CAROLINA  
ORANGE COUNTY

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

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_

(Notary Seal)

My commission expires: \_\_\_\_\_

TOWN OF CARRBORO

\_\_\_\_\_  
Barbara Foushee , Mayor

\_\_\_\_\_  
ATTEST

STATE OF NORTH CAROLINA  
ORANGE COUNTY

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

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_

(Notary Seal)

My commission expires: \_\_\_\_\_

TOWN OF HILLSBOROUGH

\_\_\_\_\_  
Mark Bell, Mayor

\_\_\_\_\_  
ATTEST

STATE OF NORTH CAROLINA  
ORANGE COUNTY

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

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_

(Notary Seal)

My commission expires: \_\_\_\_\_

## HOMELESS PROGRAMS MANAGER

Job Class: 2307  
FLSA Status: Exempt

### DISTINGUISHING FEATURES OF THE CLASS

An employee in this class is responsible for managing systems of service, programs, and funding for people experiencing homelessness. An employee is responsible for leading and coordinating the effort to develop a comprehensive approach to ending homelessness in Orange County, collaborating with Orange County, Chapel Hill, Carrboro, and Hillsborough town staff on program initiatives as well as managing the Orange County Partnership to End Homelessness (OCPEH). These responsibilities include a wide range of activities related to program performance, ensuring regulatory compliance with all applicable laws and regulations, and program and staff management.

Work is performed under the general supervision of the Housing and Community Development Director with leeway to exercise independent judgment within the framework of applicable rules, regulations, policies and procedures in the performance of duties, both in terms of planning and accomplishing work, and in making decisions regarding needs and requests. Supervision is a responsibility of this class. Does related work as required.

### EXAMPLES OF ESSENTIAL FUNCTIONS

Following are examples of typical work activities and responsibilities. The incumbent may be responsible for performing other related duties and responsibilities as required or assigned. ***A position may not include all the work examples given, nor does the list include all that may be assigned.***

Manages and provides leadership to the administration of various programs addressing housing and services to those affected by homelessness, and oversees quality control of various grant programs.

Serves as a primary contact on homelessness program initiatives for the County and participating jurisdictions.

Supervises, coordinates, or assists in the coordination of partnerships and collaborates with local and regional homelessness and housing resources including the County's Street Outreach program, Rapid Rehousing, Coordinated Entry, housing navigation and access, and other programs statewide.

Coordinates with the North Carolina Coalition to End Homelessness to support homeless providers in their use of the Homeless Management Information System (HMIS).

Participates in the North Carolina HMIS Governance Committee.

Utilizes and maintains the HMIS to provide local homeless data reports to track data quality of local agencies, monitor program performance and outcomes.

Revised 12.13.2021

Performs all homeless data reporting required by federal, state, regional, and local entities.

Works collaboratively with human services agencies across Orange County to assist households at risk and currently experiencing homelessness in pursuing services.

Coordinates updates to the Orange County Resources Guide for distribution to local governments, providers and the public.

Provides staff and coordination support for the Orange County Partnership to End Homelessness (OCPEH) Leadership Team and subcommittees, which includes posting meeting notices, drafting agendas, and recording and distributing meeting notes.

Coordinates the process for, and completes and submits annual federal and state grant applications by coordinating input from OCPEH grantees and other stakeholders. Applies for other grants to support the goals of the County, municipalities and OCPEH.

Coordinates the development and implementation of initiatives to achieve the goals of the Plan to End Homelessness (Plan), including annual updates to the Orange County Homeless System Gaps Analysis.

Coordinates updates of the OCPEH Plan in collaboration with the OCPEH Leadership Team and subcommittees; works throughout the year to achieve the goals and strategies contained in the Plan.

Works to fill system gaps as identified in the annual Orange County Homeless System Gaps Analysis.

With the Homeless Programs Coordinator, administrates and supports eight monthly standing meetings of the Continuum of Care (CoC) including the by-name list review, veterans meeting, SOAR Collaborative, etc.

Coordinates the OCPEH annual reports including past year accomplishments and current year goals.

Coordinates the planning and execution of the annual Project Connect services event.

Manages data collection and reports to the U.S. Department of Housing & Urban Development (HUD) events (i.e. Point-In-Time Count, Housing Inventory Count, Longitudinal Statistical Analysis, System Performance Measures, etc.)

Maintains knowledge of current issues, trends, and strategies related to federal, state, regional, and local homelessness policies, best practices, research, statutory regulations and requirements; conveys this information to the County,



municipalities, OCPEH committees and stakeholders.

Responds to inquiries from the County and municipal staff, the OCPEH, and the public requesting information to connect at-risk individuals with available resources.

Coordinates and maintains the OCPEH website and social media accounts including Facebook and Twitter.

Provides overall supervision of homelessness division staff and direct supervision to Housing Access Coordinator and the Homeless Programs Coordinator, ensuring staff compliance with the OCPEH Plan, HUD regulations, program requirements and standard operating procedures.

Supervises the Housing Access Coordinator to ensure that the program establishes and maintains effective working relationships with tenants and landlords to facilitate conflict resolution.

Supervises assigned staff to ensure homeless programs are in compliance with HUD regulations, program requirements and standard operating procedures monitors production, quality control and data integrity of transactions completed.

Holds regular staff/team meetings and provides continuous leadership and communication with the Homeless division staff; assesses staff performance and coordinates training and development opportunities as needed.

Works across the Housing and Community Development department on housing initiatives and actively seeks collaboration from internal and external partners to better serve the community; makes programming recommendations to the Director based on knowledge of participant and community needs and knowledge of evidence-based practices in the field.

Makes policy and program change recommendations to the Department Director.

Assists in the management and analysis of the program's budget and makes recommendations to the Director regarding the OCPEH budget as needed.

Coordinates and monitors the OCPEH budget, provides annual fiscal information to the County and Town Managers in the budget process.

Ensures excellent customer service is provided to all homeless clients, landlords, and community partners,

Interacts and communicates with various groups and individuals such as County staff, clients, service providers, community audiences and the general public.

Embraces and supports all initiatives, policies and procedures within Orange County Housing and Community Development Department and OCPEH, and implements all new requirements in accordance with established guidelines.

Uses computer applications and other systems such as spreadsheets, word processing, calendar, email and database software in performing work assignments.

Adheres to the County's safety rules and regulations.

Performs related duties as required.

### **REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES**

Thorough knowledge of the local, state and federal laws, ordinances, standards, and regulations pertaining to subsidized and affordable housing, homeless programs.

Thorough knowledge of the principles, theories, practices and methodologies of homeless planning and development.

Thorough knowledge of evidence-based practices in HUD housing and homelessness programs.

Thorough knowledge of HIPAA guidelines and the ability to maintain a high level of confidentiality when working with various records and reports containing personal and financial information.

Thorough knowledge of the functions and interrelationships of the County and other governmental agencies.

Good knowledge of the social, economic, and environmental factors that influence poverty and housing insecurity.

Good knowledge of County ordinances, department policies and procedures.

Good knowledge of Trauma-Informed Care (TIC) and Motivational Interviewing (MI) methods.

Skill in management and supervision, and the ability to coordinate and/or supervise the work of others.

Skill in being customer-focused, adept at problem solving and working collaboratively with others.

Skill at prioritizing work activities and the ability to multi-task while under pressure.

Skill in oral and written communication including developing and delivering presentations, and preparing and maintaining accurate records and reports.

Skill in gathering and analyzing complex data.

Skill in public and interpersonal relations.

Ability to demonstrate sound judgment, integrity, resourcefulness, accuracy, a high degree of confidentiality, thoroughness, tact, dependability and courtesy commensurate with the demands of the position, while maintaining an ethical standard of care.

Ability to plan and implement detailed and complex programs and activities; ability to manage programming, monitor and maintain compliance with complex federal, state and local program requirements and regulations.

Ability to develop, explain, present, and implement operational and program policies and procedures.

Ability to ensure compliance with established policies and procedures and facilitate attainment of established departmental goals and objectives.

Ability to accurately interpret and timely apply regulations, evaluate program activities, and recommend and implement related improvements.

Demonstrated ability to work with diverse, low income populations and homeless individuals, and establish and maintain effective professional relationships with a variety of constituents, i.e. tenants, landlords, County staff, outside agencies and the general public.

Demonstrated ability to communicate effectively both orally and in writing with diverse, low-income populations to express information and ideas clearly and concisely.

Ability to read and interpret complex materials; ability to assimilate technical and theoretical concepts from diverse disciplines and apply creatively and intuitively to solve unique problems.

Ability to interact with all levels of staff exhibiting professional discretion, confidentiality, and high ethical standards; ability to collaborate with others and work as part as a team.

Ability to coordinate department activities with other County departments, property/business owners, residents, developers, and community leaders in order to accomplish goals and complete projects.

Ability to work in stressful conditions while balancing multiple projects within time constraints, personnel capabilities, financial resources and political considerations.

Ability to maintain effective relationships with County employees, professionals and the general public through contact and cooperation.

Ability to formulate reports, present findings and make recommendations based on research and data; ability to prepare public reports and program documents.

Ability to offer training and assistance to co-workers and County employees, as required.

Ability to complete the duties of the position with limited supervision.

Ability to effectively problem solve and handle difficult situations and complex decision-making, and react calmly and quickly in emergency situations.

Ability to oversee and assist in development and maintenance of all record keeping systems, as applicable.

Ability to work flexible hours, including evenings and occasional weekends.

Ability to effectively use computer applications such as spreadsheets, word processing, calendar, e-mail and database software to maintain records, prepare reports, and conduct correspondence related to the work.

#### **MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE**

Graduation from a regionally accredited or recognized college or university with a Master's Degree in Social and/or Political Science, Sociology, Urban Planning, Business Administration, Community Development, Counseling, Social Work or closely related field; AND five (5) years' experience including direct work experience or graduate level coursework in housing or community development; AND three (3) years of administrative or consultative experience in a human service program with program planning, administration, and evaluation, marketing, and grant management AND two (2) years of supervisory experience; OR

Graduation from a regionally accredited or recognized college or university with a Bachelor's Degree in Social and/or Political Science, Sociology, Urban Planning, Business Administration, Community Development, Counseling, Social Work or closely related field AND seven (7) years' direct work experience in housing or community development AND three (3) years of administrative or consultative experience in a human service program with program planning, administration, and evaluation, marketing, and grant management AND two (2) years of supervisory experience; OR

Graduation from a regionally accredited or recognized college or university with an Associate's Degree in Social and/or Political Science, Sociology, Counseling, Social Work, Urban Planning, Business Administration, Community Development or closely related field AND nine (9) years' direct work experience in housing or community development AND three (3) years of administrative or consultative experience in a human service program with program planning, administration, and evaluation, marketing, and grant management AND two (2) years of supervisory experience; OR

An equivalent combination of education training and experience.

Experience in the homelessness programs (work experience or living experience) initiatives is strongly preferred.

### **SPECIAL REQUIREMENTS**

Possession of or ability to readily obtain a valid driver's license issued by the State of North Carolina for the type of vehicle or equipment operated.

All offers of employment are conditional upon successful clearance of a background check. Employment cannot commence until the employee has been cleared.

### **PHYSICAL REQUIREMENTS AND POSSIBLE HAZARDS**

Must be able to physically perform the basic life operational support functions of standing, sitting, walking, typing, bending, stooping, carrying, reaching, talking and repetitive motions of the hands and wrists.

Ability to perform light work, exerting up to 10 pounds of force occasionally, and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects.

Must possess the visual acuity to prepare and analyze data and figures, perform bookkeeping, perform extensive reading and operate a computer terminal.

Ability to endure emotional stress related to the nature of interactions with residents and/or family members who may be hostile, resistant or violent.

## HOMELESS PROGRAMS COORDINATOR

Job Class: 2045  
FLSA Status: Exempt  
Position: 1291

### DISTINGUISHING FEATURES OF THE CLASS

This is a time-limited, benefited position through 6/30/2022. The work involves the responsibility for coordinating programs that assist persons who have experienced a housing crisis. Work involves supervising the work of the Housing Helpline/Coordinated Entry staff, Street Outreach Peer Navigators, Rapid Rehousing staff, and Homelessness Prevention staff, ensuring timely response is given. An employee in this class works with the Homeless Programs Manager to coordinate community funding application processes and homeless Continuum of Care activities.

Work is performed under the general supervision of the Homeless Program Manager with some leeway to exercise independent judgment within the framework of applicable rules, regulations, policies and procedures in the performance of duties, both in terms of planning and accomplishing work and in making decisions regarding client needs and requests. Supervision is a responsibility of this class. Does related work as required.

### EXAMPLES OF ESSENTIAL FUNCTIONS

Following are examples of typical work activities and responsibilities. The incumbent may be responsible for performing other related duties and responsibilities as required or assigned. ***A position may not include all the work examples given, nor does the list include all that may be assigned.***

Coordinates the assigned housing programs and is responsible for effective program delivery; develops plans for accomplishing program objectives, staffing requirements, and allotment of funds to various program components.

Performs recordkeeping, reviews and evaluates program progress and needs, and participates in goal setting and program evaluation.

Provides quality control of the various programs associated with homelessness by conducting file reviews of applicants and referrals.

Assists with coordination of the Continuum of Care to include funding processes, and meeting coordination to include agenda setting and meeting minutes.

Provides supervision to the Street Outreach Peer Navigators, Coordinated Entry Housing Specialists, Homelessness Prevention, and Rapid Rehousing Specialist, providing guidance and correction as needed; consults with coworkers to review clients' progress, resolves problems and monitors quality of service.

Ensures staff compliance with the Administrative Plan, HUD regulations, program requirements and standard operating procedures monitors production, quality control and data integrity of transactions completed.

Revised January 2022

Plans and conducts meetings, training and other activities for staff members.

Serves as technical resource to County staff, clients, and community organizations.

Works closely with department staff and service providers to determine what housing programs are available and appropriate for clients.

Works with the Housing Access Manager to provide clients with information about housing availability and makes referrals to obtain permanent housing alternatives.

When needed, provides back up to assist persons at-risk due to lack of permanent housing alternatives including counseling, case management, support and preventive services and making appropriate referrals to departments, individuals and agencies.

When needed, answers calls and emails on the Housing Helpline and provides appropriate coordinated assessment and resource connection procedures to include accurately recording information in the Homeless Management Information System (HMIS) and other databases for analysis and reporting purposes.

Attends and assists in the coordination of Orange County Partnership to End Homelessness meetings, to include executive, leadership, SOAR Collaborative, HOME Committee, Veterans Experiencing Homelessness Workgroup, and others as needed; takes notes and sets agendas for these meetings as needed.

Collaborates, coordinates, and supports team members and follows through on initiatives and assignments, as directed; actively participates in team meetings, process improvements and other special projects.

Serves as back-up to the Homeless Program Manager.

Embraces and supports all initiatives, policies and procedures within Orange County Housing Department and Orange County Housing Authority, and implements all new requirements in accordance with established guidelines.

Adheres to the department's safety rules and regulations.

Uses computer applications or other automated systems such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments.

Performs other tasks as required.

### **FULL PERFORMANCE KNOWLEDGE, SKILLS AND ABILITIES**

Thorough knowledge of federal, state and local laws, codes and policies concerning the provision of public assistance programs and their eligibility requirements, especially as they relate to housing and supportive services needed for housing stability.

Thorough knowledge of interviewing procedures and practices, and skill in assessing and evaluating clients' needs.

Thorough knowledge of Street Outreach, Coordinated Entry, Homelessness Prevention, and Rapid Rehousing evidence-based practices.

Thorough knowledge of Continuum of Care and Emergency Solutions Grant funding regulations and guidelines.

Thorough knowledge of HIPAA guidelines and the ability to maintain a high level of confidentiality when working with various records and reports containing personal and financial information.

Good knowledge of current social, economic, affordable housing, homelessness, and health trends and services, and the ability to adapt trends to practical program applications and link clients with services needed.

Good knowledge of best practices in housing and homeless services provision.

Good knowledge of trauma-informed care and motivational interviewing.

Skill in management and supervision, and the ability to coordinate and/or supervise the work of others.

Skill in being customer-focused, adept at problem solving and working collaboratively with others.

Skill at prioritizing work activities and multi-tasking while under pressure.

Skill in oral and written communication including developing and delivering presentations, and preparing and maintaining accurate records and reports.

Skill in gathering and analyzing complex data.

Skill in public and interpersonal relations.

Ability to demonstrate sound judgment, integrity, resourcefulness, accuracy, thoroughness and the physical condition commensurate with the demands of the position, while maintaining an ethical standard of care.

Ability to communicate effectively both orally and in writing with racially and socio-economical diverse populations to express information and ideas clearly and concisely.

Ability to prioritize and respond to demands of a caseload in a prompt and effective manner.

Ability to collaborate with others and work as part as a team.



Ability to relate well with others under stressful conditions.

Ability to solve problems, work independently and operate under difficult and stressful circumstances.

Ability to establish and maintain effective professional relationships with County staff, clients, outside agencies, community organizations, neighborhood associations, professional or student associations, and members of the general public.

Ability to organize, consolidate and evaluate information, maintain records, prepare reports, and complete assignments accurately and timely.

Ability to read and understand moderately complex written information.

Ability to effectively use computer applications such as spreadsheets, word processing, calendar, e-mail and database software to maintain records, prepare reports, and conduct correspondence related to the work.

Ability to demonstrate sound judgment; integrity; resourcefulness; accuracy; thoroughness and the physical condition commensurate with the demands of the position.

### **MINIMUM QUALIFICATIONS**

Graduation from a regionally accredited or recognized college or university with a Master's Degree in Social and/or Political Science, Sociology, Urban Planning, Business Administration, Community Development, Counseling, Social Work or closely related field **AND** two (2) years' experience including direct work experience or graduate level internship/coursework in housing or community development with a minimum of one (1) year of experience in supervision, leading teams or coordinating the work of others

An equivalent combination of training and experience as defined above. A higher degree does not substitute for work experience.

Prior experience working with individuals impacted by housing crises is strongly preferred.

Bilingual applicants are encouraged to apply.

### **SPECIAL REQUIREMENTS**

Possession of or ability to readily obtain a valid driver's license issued by the State of North Carolina for the type of vehicle or equipment operated.

All offers of employment are conditional upon successful clearance of a background check and pre-employment drug testing. Employment cannot commence until the employee has been cleared.

### **PHYSICAL REQUIREMENTS AND POSSIBLE HAZARDS**

Ability to physically perform the basic life operational functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling,

Revised January 2022

lifting, fingering, grasping, feeling, talking, hearing and repetitive motions of the hands/wrists.

Ability to perform light work exerting up to 10 pounds of force occasionally and/or up to 5 pounds of force frequently or constantly to lift, carry, push, pull, or otherwise move objects.

Ability to endure emotional stress related to the nature of interactions with residents and/or family members who may be hostile, resistant or violent.

Possess the visual acuity to operate a passenger vehicle when applicable, prepare and analyze data and figures, perform work on a computer terminal, and perform extensive reading.

## HOUSING ACCESS COORDINATOR

Job Class: 1684  
FLSA Status: Non-Exempt

### DISTINGUISHING FEATURES OF THE CLASS

This position is responsible for developing and coordinating data management systems to simplify access to affordable housing for people in housing crisis, and coordinate housing availability with landlords, property owners and other agencies to meet the clients' needs. The work involves identifying affordable housing alternatives, developing and maintaining systems to manage the availability of affordable housing, and assisting people as they navigate housing resources for homelessness prevention, emergency response involving shelter, and permanent housing.

Work is performed under the general supervision of the Homeless Programs Coordinator with some leeway to exercise independent judgment within the framework of applicable rules, regulations, policies and procedures in the performance of duties, both in terms of planning and accomplishing work, and in making decisions regarding needs and requests. Supervision or leading others may be a responsibility of this class depending on the assignment. Does related work as required.

### EXAMPLES OF ESSENTIAL FUNCTIONS

Following are examples of typical work activities and responsibilities. The incumbent may be responsible for performing other related duties and responsibilities as required or assigned. ***A position may not include all the work examples given, nor does the list include all that may be assigned.***

Connects, consults and collaborates with agencies, landlords and property owners to expand the number of private housing opportunities available in Orange County.

Develops, maintains and supports data management systems to evaluate the demand and supply of affordable housing units, and make systems accessible to various service providers when supporting individuals in their search for affordable housing units.

Provide accessibility to information and resources regarding programs, services and available units to assist in the search for affordable housing.

Provides assistance to persons in need of affordable housing to identify, and secure placement in a housing unit.

Provides direct customer service to service providers, participants, and the general public responding to inquiries, requests and follow up.

Prepares and presents information regarding coordinated entry to human service agencies, civic and community groups, and individual citizens.

5/21/2020

Embraces and supports all initiatives, policies and procedures within the Orange County Partnership to End Homelessness, and implements all requirements in accordance with established guidelines.

Interacts and communicates with various groups and individuals such as county staff, clients, service providers, community audiences and the general public.

Attends ongoing training from HUD and technical assistance providers.

Performs various administrative tasks including preparing reports and correspondence, and preparing meeting materials.

Uses computer applications or other automated systems such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments.

Adheres to the County's safety rules and regulations.

Performs related duties as required.

#### **REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES**

Good knowledge of the principles, challenges, practices, and philosophies of affordable housing and homelessness, including information gathering, counseling, assessment and intervention methods.

Good knowledge of trauma-informed care and client-centered practices.

Good knowledge of the social, economic, and environmental factors which influence poverty, unemployment and homelessness.

Good knowledge of the various social and health service functions and interrelationships of the county, other governmental agencies, and community resources, and the ability to make appropriate referrals.

Good knowledge of the laws, ordinances, standards, and regulations pertaining to homeless services, such as the HEARTH Act, the McKinney Vento Act, the CoC Interim Rule, and other programs related to the specific duties and responsibilities of the position.

Skill in being customer-focused, adept at problem solving and working collaboratively with others.

Skill in interviewing persons, gathering information and using various clinical assessment tools to evaluate the needs of clients, summarize and interpret findings, and develop assistance alternatives.

Skill in effectively communicating with persons in difficult and emotional situations.

Ability to demonstrate sound judgment, integrity, resourcefulness, accuracy, thoroughness and the physical condition commensurate with the demands of the position, while maintaining an ethical standard of care.

Ability to understand the challenges of individuals facing housing crises, and effectively communicate orally and in writing.

Ability to effectively problem solve and handle difficult situations and complex decision making, and react calmly and quickly in emergency situations.

Ability to interpret and apply county, state and federal regulations, policies and procedures.

Ability to establish and maintain cooperative working relationships with clients, service providers, county staff, agencies, and representatives from civic or community groups.

Ability to organize and consolidate information, maintain records, prepare reports, and complete assignments accurately and timely.

Ability to manage and meet multiple deadlines, while being flexible in a complex, changing environment with competing demands.

Ability to effectively use computer applications such as spreadsheets, word processing, calendar, e-mail and database software to maintain records, prepare reports, and conduct correspondence related to the work.

Ability to perform basic mathematical calculations.

### **MINIMUM QUALIFICATIONS**

Graduation from High School Graduation or General Educational Development (GED) test equivalency **AND** three (3) years related work experience in a human service program and electronic data management systems.

### **SPECIAL REQUIREMENTS**

Possession of or ability to readily obtain a valid driver's license issued by the State of North Carolina for the type of vehicle or equipment operated.

All offers of employment are conditioned upon successful clearance of a background check. Employment cannot commence until the employee has been cleared.

### **PHYSICAL REQUIREMENTS AND POSSIBLE HAZARDS**

Must be able to physically perform the basic life operational support functions of standing, sitting, walking, bending, stooping, carrying, reaching, talking and repetitive motions of the hands and wrists.

Ability to perform light work, exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently and/or negligent amount of force constantly to lift, carry, push, pull or otherwise move objects.

Must possess the visual acuity to prepare and analyze data and figures, perform bookkeeping and operate a computer terminal.



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: June 24, 2024  
Department: Administration  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Budget Director Emily Bradford

#### ITEM TO BE CONSIDERED

**Subject:** River Pump Station Relocation and Upgrade Capital Project Ordinance Amendment

**Attachments:**

1. Capital Project Ordinance Amendment – River Pump Station (06-24-2024)
2. Budget Changes Report (06-24-2024) – River Pump Station
3. NC Emergency Management – Grant Award Notification Letter
4. NC Emergency Management – Memorandum of Agreement

**Summary:**

Amend the River Pump Station Relocation and Upgrade capital project ordinance to accept the North Carolina Emergency Management's Emergency Management Disaster Relief & Mitigation grant of \$1,069,275.

**Financial impacts:**

Increase project budget by \$1,069,275 per grant award.

**Staff recommendation and comments:**

Accept the Emergency Management Disaster Relief & Mitigation grant of \$1,069,275 and approve amending the project ordinance to reflect award.

**Action requested:**

Accept the Emergency Management Disaster Relief & Mitigation grant of \$1,069,275 and approve amending the project ordinance to reflect award.



# ORDINANCE

## Capital Project Amendment

### River Pump Station Relocation and Upgrade

The Hillsborough Board of Commissioners ordains that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby amended:

**Section 1.** To accept the North Carolina Energy Management's Emergency Management Disaster Relief and Mitigation grant of \$1,069,275 for the River Pump Station relocation and upgrade.

**Section 2.** Revenues anticipated to be available to the town to complete the project are hereby amended as follows.

	<i>Current Budget</i>	<i>+/-</i>	<i>Amended Budget</i>
River Pump Station Relocation and Upgrade	\$8,188,821	\$1,069,275	\$9,258,096

**Section 3.** Amounts appropriated for the capital project are hereby amended as follows.

	<i>Current Budget</i>	<i>+/-</i>	<i>Amended Budget</i>
River Pump Station Relocation and Upgrade	\$8,188,821	\$1,069,275	\$9,258,096

**Section 4.** This capital project will close automatically upon projection completion.

**Section 5.** Copies of this ordinance should be furnished to the clerk, budget officer and finance officer to be kept on file by them for their direction in carrying out this project.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 24<sup>th</sup> day of June in the year 2024.

Ayes:

Noes:

Absent or excused:

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Sarah E. Kimrey, Town Clerk



FY 2023-2024

TOWN OF HILLSBOROUGH  
BUDGET CHANGES REPORT

DATES: 06/30/2024 TO 06/30/2024

<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
69-22-3300-3310-017 GRANT - NCEM - DISAST RELIEF & MITI						
Adj per grant award	42063	06/30/2024	EBRADFORI	0.00	1,069,275.00	1,069,275.00
69-22-8200-5700-738 RIVER PUMP STATION						
Adj per grant award	42064	06/30/2024	EBRADFORI	3,448,800.00	1,069,275.00	9,258,096.00
					<u>2,138,550.00</u>	



# NC Department of Public Safety

## EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary  
William C. Ray, Director

3 May 2024

Ms. Marie Strandwitz  
Utilities Director  
Town of Hillsborough  
P.O. Box 429  
Hillsborough, NC 27278

Dear Ms. Strandwitz,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount of \$1,069,275.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email and sent to [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov)

- [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: [ncfsepay@osc.nc.gov](mailto:ncfsepay@osc.nc.gov) with copy to [NCEMLTR.grant@ncps.gov](mailto:NCEMLTR.grant@ncps.gov)
- Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- [Sworn \(Notarized\) No Overdue Tax Debt Certification](#) ([G.S. 143C-6-23.\(c\)](#))

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Grants Manager, directly (984-222-4159 or [Jeffrey.Welker@ncdps.gov](mailto:Jeffrey.Welker@ncdps.gov)).

Respectfully,

William C. Ray  
Director & Deputy Homeland Security Advisor  
North Carolina Emergency Management



1636 Gold Star Drive Raleigh, NC 27607 | 4236 Mail Service Center Raleigh, NC 27699-4236  
Phone: 919-825-2500 Fax: 919-825-2685 | [www.ncdps.gov](http://www.ncdps.gov) [www.readync.gov](http://www.readync.gov)  
*An Equal Opportunity Employer*



**Emergency Management Disaster Relief and Mitigation Grant (DRMG)**

**Memorandum of Agreement (MOA)**

between

Grantor:

State of North Carolina  
Department of Public Safety  
Emergency Management

Recipient:

Town of Hillsborough  
P.O. Box 429  
Hillsborough, NC 27278

MOA# NCEM-DRMG2336

Award amount: \$1,069,275.00

Period of performance: 7/01/2024 to 12/01/2026

**1. Purpose**

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities, and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to facilitate flood mitigation efforts and more specifically to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 2)

**2. Authority**

This grant award and MOA are authorized under the provisions of: (1) 2023 Appropriation Act, *S.L. 2023-134, § 5.6(f)(1)*, (2) NC Appropriations Act of 2021, *S.L. 2021-180, Section 5.9(a)(3)*, and *Section 5.9(a)(4)*, (3) N.C.G.S. § 166A-19.12(13), and (4) FY 2023 Disaster Relief and Mitigation Fund (NOFO):

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Recipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

**3. Compensation**

Payment to Recipient for expenditures under this MOA will be reimbursed after Recipient's (Requests for Reimbursement) is submitted and approved for eligible scope of work activity. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided (as outlined in Appendix 4).

Recipient must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.



#### 4. Conditions

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) The following conditions must be adhered to during the entire duration of the grant program:

##### A. Recipient must:

- i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: [www.dnb.com](http://www.dnb.com) or <http://fedgov.dnb.com/webform>. After April 4, 2022, Recipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.
- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at <http://www.sam.gov>. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.

##### B. Recipient must submit the following documents to Grantor at [NCEMLTR.grant@NCDPS.gov](mailto:NCEMLTR.grant@NCDPS.gov) upon execution and submission of this MOA:

- i. [State of NC Substitute W-9 Form](#)
- ii. [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: [ncfsepay@osc.nc.gov](mailto:ncfsepay@osc.nc.gov) with copy to [NCEMLTR.grant@ncps.gov](mailto:NCEMLTR.grant@ncps.gov)
- iii. Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- iv. [Sworn \(Notarized\) No Overdue Tax Debt Certification](#) ([G.S. 143C-6-23.\(c\)](#))

##### C. File Retention

Recipient is required to maintain records and (invoices) of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
- ii. MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Request for Reimbursements and documentation
- vi. Closeout Request and documentation
- vii. Pre and Post photo documentation for all permanent work projects

**5. Regulation**

Recipient certifies that it understands and agrees that funds will only be expended for the project as outlined in the grant application and incorporated by reference herein. The Recipient and Grantor certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Grantor is duly authorized to commit the Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Recipient; and that all agencies involved with this project understand that all funds are limited to the period of performance.

**6. Supplanting**

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/ financial procedures as requested.

**7. Compliance**

Recipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. Recipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of Recipient on the Suspension of Funding List ([SOFL](https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos)) maintained by the State Office of State Budget & Management ([OSBM](https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos)) <https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos> .

**8. Responsibilities**

Grantor:

- A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.
- B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.
- C. Grantor shall verify the completion of the project thru the closeout process.

Recipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.
- B. Recipient shall expend funds in accordance with this MOA.

- C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in [N.C.G.S. Chapter 143, Article 3, Purchases & Contracts](#).

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

Recipient is required to check the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

- D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov).

- E. Requests for Reimbursement (RFR)

Recipient must submit RFR, with all required documentation attached to NCEM at [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov). Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 4.

- F. Closeout Reporting Requirements

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

- i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.
  - ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.
  - iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.
  - iv. Bid documents (solicitation, bid evaluations, etc.), contracts.
  - v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability
  - vi. Pictures prior to the start of the project and when complete for permanent work type grants.
- G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).
- H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable

property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

- ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
  - iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- I. Property and Equipment. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout.

Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

- J. Indirect Costs. No indirect or administrative costs will be charged to this award.
- K. Conflict of Interest. Per [N.C.G.S. § 143C-6-23\(b\)](#), Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award,

or administration of a contract supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. All Recipients must disclose in writing to Grantor, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, Recipient must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not eligible under this MOA.

## **9. Funding**

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

## **10. Taxes**

Recipient shall be considered to be an independent Recipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Recipient under this grant.

## **11. Warranty**

Recipient will hold Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.



## 12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for Recipients to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

### **Level I (Less than \$25,000)**

A grantee receiving less than \$25,000 (combined) in State or Federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

### **Level II (\$25,000 - \$499,999)**

A grantee that receives between \$25,000 - \$499,999 (combined) in State or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

### **Level III (\$500,000 - \$749,999)**

A grantee that receives a combined \$500,000 or more in State funding or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

### **Level III Continued (\$750,000+)**

A grantee that receives a combined \$750,000 or more in funding from all Federal funding sources, even those passed through a state agency must submit:

- Certification Form.

- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
- Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
- Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
- Make copies of the single audit available to the public. See paragraph 15 below for audits.

### 13. Audit Requirements

Per 09 NCAC 03M.0205, a Recipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the Recipient's fiscal year end submit to DPS Internal Audit ([AuditGrantsReport@ncdps.gov](mailto:AuditGrantsReport@ncdps.gov)) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If Recipient is a unit of local government in North Carolina, Recipient may also be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change (see [Local Government Commission](#) for more information).

### 14. Points of Contact (POC)

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager listed on the NoFO or as amended. Recipient POC shall be the person designated by the Recipient. Recipient is required to keep Grantor informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- Is or becomes part of the public domain, through no fault of the receiving party.
- Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

- D. Is independently developed at the receiving party by someone not privy to the confidential information.

**15. Public Records Access**

All information maintained by Grantor in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

**16. Contracting/Subcontracting**

If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

**17. Situs**

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

**18. Antitrust Laws**

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

**19. Other Provisions/Severability**

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

**20. Entire Agreement**

This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

**21. Modification**

This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

**22. Termination**

Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

**23. Scope of Work**

Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 2.

#### 24. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award(MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

#### 25. Certification of eligibility - Under the Iran Divestment Act

Pursuant to N.C.G. S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.\* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

#### 26. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
  - i. Appendix 1 - Notice of Funding Opportunity (NoFO)
  - ii. Appendix 2 - Scope of Work or Grant Application
  - iii. Appendix 3 - Award letter
  - iv. Appendix 4 – Required Documentation for Reimbursement Request.

**IN WITNESS WHEREOF**, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

**NC Department of Public Safety  
Division of Emergency Management**

**1636 Gold Star Drive  
Raleigh NC 27607**

By: \_\_\_\_\_

Date: \_\_\_\_\_

William C. Ray  
Director NC Emergency Management

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

William Polk  
Department of Public Safety  
Deputy General Counsel

**Town of Hillsborough**

**P.O. Box 429  
Hillsborough, NC 27278**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Appendix 1  
NOTICE OF FUNDING OPPORTUNITY (NOFO):  
**North Carolina Emergency Management (NCEM)**

*Disaster Relief and Mitigation Fund*

North Carolina Emergency Management (NCEM) is now accepting applications for grants funded through the 2023 Appropriations Act, *S.L. 2023-134, § 5.6(f)(1)*, the Emergency Management Disaster Relief and Mitigation Fund.

Eligible applicants are state agencies, units of local government, public authorities, and nonprofit organizations.

Funding can be used for flood mitigation, transportation infrastructure resilience against natural disasters, and assistance with local matching to draw down federal mitigation funds.

Applications must be received by NCEM no later than Close of Business (5pm) on **31 January 2024**.

**Eligible Applicants**

State agencies, units of local government, nonprofit organizations, and public authorities, as defined in G.S. 159-7, may submit projects to the Emergency Management Long-Term Recovery Group who will convene a panel to score the projects. Nonprofit organization projects are limited to nonsectarian or nonreligious purposes which address such items in the section below.

**Eligible Categories of Work**

Funds can be used for the following categories of work:

- (1) Flood mitigation efforts that stabilize areas and reduce future damage.
- (2) Ensuring transportation resilience against natural disasters
- (3) Predevelopment assistance to provide small and underserved communities with technical assistance to identify and design shovel-ready projects related to disaster relief and flood mitigation.
- (4) Financial assistance with local cost share to draw down federal funds on approved federal mitigation grants.

Initial funding for this notice is anticipated to be \$25,000,000.

Projects can be 100% funded with no cost share and are paid on a reimbursement basis. Grant administration costs are not eligible.

Examples of Eligible Projects:

*(Not intended to be a full list but may help applicants to identify possible projects)*

- Construction of new or improvement of existing stormwater infrastructure
- Engineering expenses related to planning and implementation of flood mitigation projects.
- Elevation of buildings, controls, or other improvements of public infrastructure to mitigate future flood damage.
- Projects to protect public infrastructure from flooding.

Long Term Recovery Grant Agreement version 1.1 – 4/2024

- Projects that update and prepare transportation infrastructure for storms, mudslides, and flooding events taking projections of future risk into consideration.
- Risk assessments for critical transportation routes, building on existing and future reports, such as the I-95 and I-40 Flood Resilience Feasibility Study.
- Creating community-informed flood risk and vulnerability assessments that identify resilience gaps and project opportunities for transportation routes in North Carolina to help maintain vital transportation functions following flooding events.

Applicants applying for local cost share assistance for projects that require a local cost share to access federal funds should provide additional information within the application including 1) any notice of approval for your project from the funding agency, 2) a clear understanding of all additional funding sources for the project, and 3) current requirements of the applicant for local match.

### **Where to Submit Application Materials**

Applications must be submitted to the following email address: [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov). Applications will be reviewed for completeness with completed applications scored and ranked.

### **Key Target Dates:**

8-December-2023	NOFO Released
<b>31-January-2024</b>	<b>Application Deadline</b>
15-March-2024	NC Review Panel Scoring completed
April 2024	Applicants Notifications
May-June 2024	Complete and Sign grant agreements

The Period of Performance (POP) is up to 36 months, starting on the date of the recipient’s award. This process starts with the application referenced below.

### **Process to Submit Your Application**

#### **Application/Submission Information and Instructions**

Application deadline 31 January 2024 (5:00PM)

Application to be submitted to [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov) with subject line “Applicant name – Project name – 2023 DRMF Grant Application”

Application email should include the completed [Application Document](#) and any additional attachments to support the project. Please make sure that you address each part of the application. The points below are representative of what you will find needed within the application. (Scoring weight in brackets):

- 1) Applicant Name, Address, Contact Information, and Project Name. Nonprofit corporations should also include the “Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (10)
- 2) General description of the Project (15)
- 3) Describe how the project mitigates future damage or flooding include impact on community. (35)
- 4) Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (20)
- 5) Timeline from approval of Grant to project completion. (10)
- 6) How and who will manage the project if awarded and their qualifications. Additionally, the applicants should include their experience in managing a grant award. (10)

Competitive proposals likely will include:

- Clear understanding of how the project mitigates against frequent flooding or mitigates against frequent disruptions to transportation infrastructure from nature disasters, or a clear understanding of need for matching assistance on approved federal mitigation grants.
- Understanding of the benefits for residents, businesses, and other entities within a community including the percent of the community impacted by the project.
- Professional or engineering reports for the project.
- A current estimate of probable cost with an understanding of how this was developed.
- How the project links to previous comprehensive assessments or planning effort or an understanding of how the community prioritizes this project.
- An understanding of likely implementation of a full construction project.

For more information, please send any questions to [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov)

Projects that are selected will require applicants to sign a Grant Agreement (MOA) and will be expected to comply with the terms of the agreement, including quarterly reporting and interim and final inspections as necessary or risk timely payment or funding. Also, applicants will be required to submit the below listed OSBM required documents/forms with the signed MOA if awarded a grant under this fund:

- [W-9 \(09 NCAC 03M .0202\)](#)
- [Electronic Payment / Vendor Verification Form \(09 NCAC 03M .0202\)](#)
- [Conflict of Interest Policy \(G.S. 143C-6-23.\(b\)\)](#)
- [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)



## Appendix 2

### Scope of Work or Grant Application

To mitigate the risk of flooding at this critical facility, the Town of Hillsborough proposes to relocate the River Pump Station out of the floodway and Special Flood Hazard Area. The Town has already invested in a conceptual plan and siting evaluation of the relocated River Pump Station.

The Town of Hillsborough Department of Public Utilities (DPU) proposes to implement the project in two phases, in accordance with the FEMA Hazard Mitigation Guidance and FEMA BRIC program support material. The total cost of the project is \$9,121,067. This includes the following break-down:

- Design and Engineering (beginning February 2024): \$659,368
- Construction (beginning in 2025): \$8,461,700

The Town has been awarded \$5,636,254, approximately 61% of the total project cost for the River Pump Station Relocation project. Since the initial BRIC application, additional funds are required to account for increases in the cost of design, engineering, and construction. The Town requests additional funding from NCEM in the amount of \$1,069,275 to address cost overruns for both project phases. This has been calculated by subtracting the federal and local cost share commitments from the BRIC subrecipient agreement (a total of \$8,051,792) from the total project cost of \$9.1 million. With this estimate, the project still meets FEMA cost-effectiveness requirements and has a benefit-cost ratio of 1.09.

The project budget was developed by engineering professionals using national cost-estimating software in accordance with FEMA cost estimating guidelines. The budget was developed with the best available data and is technically feasible. The engineering professionals are licensed by the state of North Carolina. All costs included in the sub application include necessary, reasonable, and allocable costs consistent with the provisions of 2 CFR Part 200. The Town relied on a combination of unit prices received in recent actual construction bids from similar projects and published reference guides on current construction costs to develop the cost line items necessary to complete each task in the scope of work.

Based on the mechanical, structural, and electrical assessment of the existing River Pump Station, the station should be abandoned and replaced with a new pump station located outside the floodway. The existing RPS will require significant upgrades for it to meet current building and electrical codes as well as the two-year, 24-hour storm event flows. As discussed, any upgrades to the existing pump station to meet projected peak flow conditions would prove tedious due to regulatory restrictions.

Since the Cameron Street Site is being sold for development, it is unlikely that the Town will be able to relocate the pump station to this site. Relocating the RPS outside of the floodplain to the Cameron Park School site is a better option and will provide a new pump station capable of handling future flows while avoiding costly upgrades to the existing pump station. A new design allows for a four-pump submersible arrangement capable of handling increased future capacity as well as a higher flow range. The Elizabeth Brady Road Site was eliminated from further consideration because the required depth results in a substantially higher cost.

River Pumping Station Relocation from Floodway  
Phase 1 Project

Description	Original BRIC Approved Budget	2024 Updated Budget	Additional Requested Funds
Design	\$438,010.00	\$486,801	\$48,791.00
Permitting	\$36,501.00	\$40,567.00	\$4,066.00
Environmental Surveying	\$75,000.00	\$85,000.00	\$10,000.00
Legal Fees	\$10,000.00	\$12,000.00	\$2,000.00
Application Development	\$31,000.00	\$35,000.00	\$4,000.00
<b>Totals</b>	<b>\$590,511.00</b>	<b>\$659,368.00</b>	<b>\$68,857.00</b>

# OPINION OF PROBABLE CONSTRUCTION COSTS

PREPARED FOR: Town of Hillsborough, North Carolina  
 PROJECT: River Pumping Station Relocation from Floodway  
 REVISION: 2, Grant Application  
 DATE: 1/30/2024



				Original BRIC Approved Budget		2024 Updated Budget		
ITEM #	DESCRIPTION	APPROX QUAN.	UNIT	UNIT PRICE	TOTAL AMT.	APPROX QUAN.	UNIT PRICE	TOTAL AMT.
<b>Item 1 - General Construction Requirement</b>								
a.	Mobilization	1	LS	\$183,000	\$183,000	1	\$209,730	\$209,730
b.	Sediment and Erosion Control / Maintenance	1	LS	\$87,000	\$87,000	1	\$100,000	\$100,000
				Subtotal:	\$270,000			\$309,730
<b>Item 2 - New River Pump Station</b>								
a.	Clearing and Grubbing	1	EA	\$45,000	\$45,000	1	\$51,000	\$51,000
b.	Site Grading	1	EA	\$95,000	\$95,000	1	\$105,000	\$105,000
c.	Roadways and Pavement	1	EA	\$59,000	\$59,000	1	\$71,000	\$71,000
d.	Fencing and Gates	1	EA	\$40,000	\$40,000	1	\$46,000	\$46,000
e.	Excavation and Backfill	6,680	CY	\$102	\$681,360	6,680	\$117	\$781,560
f.	Sheeting and Shoring	1	EA	\$171,000	\$171,000	1	\$195,000	\$195,000
g.	Dewatering	1	EA	\$23,000	\$23,000	1	\$26,000	\$26,000
h.	Cast-in Place Concrete	460	CY	\$1,626	\$747,960	460	\$1,626	\$747,960
i.	Miscellaneous Metals	1	EA	\$90,000	\$90,000	1	\$103,500	\$103,500
j.	Pipe and Fittings	1	EA	\$150,000	\$150,000	1	\$172,500	\$172,500
k.	Valves and Gates	1	EA	\$149,000	\$149,000	1	\$170,000	\$170,000
l.	Submersible Pumps and Controls	4	EA	\$175,000	\$700,000	4	\$200,000	\$800,000
m.	Channel Grinders	1	EA	\$182,000	\$182,000	1	\$209,500	\$209,500
n.	Hoisting Equipment	1	EA	\$22,000	\$22,000	1	\$25,500	\$25,500
o.	Painting	1	EA	\$30,000	\$30,000	1	\$34,500	\$34,500
p.	Electrical	1	EA	\$674,000	\$674,000	1	\$775,000	\$775,000
q.	Emergency Generator	1	EA	\$119,000	\$119,000	1	\$137,000	\$137,000
r.	Instrumentation	1	EA	\$89,000	\$89,000	1	\$101,000	\$101,000
s.	Bypass Pumping	1	EA	\$200,000	\$200,000	1	\$229,000	\$229,000
t.	Demolition and Decommissioning of Existing Pump Station	1	EA	\$119,000	\$119,000	1	\$136,500	\$136,500
				Subtotal:	\$4,386,320			\$4,917,520
<b>Item 3 - 36" Gravity Sewer Influent Line</b>								
a.	Sheeting and Shoring	1	EA	\$38,000	\$38,000	1	\$43,000	\$43,000
b.	Dewatering	1	EA	\$63,000	\$63,000	1	\$72,000	\$72,000
c.	Rock Excavation	425	CY	\$188	\$79,900	425	\$200	\$85,000
d.	Stone Bedding	265	T	\$68	\$18,020	265	\$70	\$18,550
e.	36" DI Pipe - Protecto 401	700	LF	\$683	\$478,100	700	\$723	\$506,100
f.	6 ft. dia. Precast Concrete Manholes	5	EA	\$36,600	\$183,000	5	\$42,000	\$210,000
g.	Bypass Pumping	3	EA	\$32,000	\$96,000	3	\$36,000	\$108,000
h.	Intercept Existing Gravity Lines	3	EA	\$18,000	\$54,000	3	\$20,000	\$60,000
				Subtotal:	\$1,010,020			\$1,102,650
<b>Item 4 - 20" Forcemain</b>								
a.	Dewatering	1	EA	\$134,000	\$134,000	1	\$150,000	\$150,000
b.	Rock Excavation	200	CY	\$190	\$38,000	200	\$200	\$40,000
c.	Stone Bedding	200	T	\$75	\$15,000	200	\$70	\$14,000
d.	20" DI Pipe and Fittings - Protecto 401	1,900	LF	\$458.00	\$870,200	1,900	\$489	\$929,100
e.	Air Release Valve Assemblies	3	EA	\$11,333.00	\$33,999	3	\$13,000	\$39,000
f.	Modifications to Existing Pipe Bridge	1	EA	\$195,000.00	\$195,000	1	\$225,000	\$225,000
				Subtotal:	\$1,286,199			\$1,397,100
TOTAL CONSTRUCTION ESTIMATE					\$6,952,539			\$7,727,000
CONSTRUCTION CONTINGENCY				5.0% LS	\$347,627	5.0%		\$386,350
TOTAL CONSTRUCTION ESTIMATE					\$7,300,165.95			\$8,113,350.00
	Design	6.0% LS		\$7,300,165.95	\$438,010	6.0%	\$8,113,350	\$486,801
	Permitting	0.5% LS		\$7,300,165.95	\$36,501	0.5%	\$8,113,350	\$40,567
	Environmenatal, Geotech and Other Surveying	1	LS	\$75,000.00	\$75,000	1	\$85,000	\$85,000
	Construction Procurement	0.75% LS		\$7,300,165.95	\$54,751	1.5%	\$8,113,350	\$60,850
	Construction Admin and Resident Project Representative	2500	Hrs	\$110.00	\$275,000	2500	\$115	\$287,500
	Legal Fees	1	LS	\$10,000.00	\$10,000	1	\$12,000	\$12,000
	Application Development	1	LS	\$31,000.00	\$31,000	1	\$35,000	\$35,000
TOTAL ESTIMATED NON-CONSTRUCTION COST					\$920,262			\$1,007,718
TOTAL ESTIMATED PROJECT COST					\$8,220,427.98			\$9,121,067.88

## Appendix 3



# NC Department of Public Safety EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary  
William C. Ray, Director

3 May 2024

Ms. Marie Strandwitz  
Utilities Director  
Town of Hillsborough  
P.O. Box 429  
Hillsborough, NC 27278

Dear Ms. Strandwitz,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount of \$1,069,275.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email and sent to [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov)

- [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: [ncfsepav@osc.nc.gov](mailto:ncfsepav@osc.nc.gov) with copy to [NCEMLTR.grant@ncps.gov](mailto:NCEMLTR.grant@ncps.gov)
- [Conflict of Interest Policy \(G.S. 143C-6-23.\(b\)\)](#)
- [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)

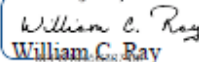
This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Grants Manager, directly (984-222-4159 or [Jeffrey.Welker@ncdps.gov](mailto:Jeffrey.Welker@ncdps.gov)).

Respectfully,

DocuSigned by:

  
William C. Ray

Director & Deputy Homeland Security Advisor  
North Carolina Emergency Management



1636 Gold Star Drive Raleigh, NC 27607 | 4236 Mail Service Center Raleigh, NC 27699-4236  
Phone: 919-825-2500 Fax: 919-825-2685 | [www.ncdps.gov](http://www.ncdps.gov) [www.readync.gov](http://www.readync.gov)  
An Equal Opportunity Employer

Appendix 4  
Documents for Reimbursement Request

Quarterly Progress Report - Form LTR002/2022

Request for Reimbursement - Form LTR003

Summary of Documentation (SOD) - Form LTR001

Recipient should submit a single pdf with the above forms and all supporting information including invoices, proof of payment, bid documentation and contracts as necessary. PDF file should be ordered as follows:

1. Request for Reimbursement Form
2. Current Quarterly Progress Report Form
3. Summary of Document Form (SOD)
4. Supporting documentation in order as they appear on SOD. Please order invoices and matching checks together within the pdf.
5. Any Insurance documents, permits, or pictures of work progress as necessary or supportive.

**North Carolina Division of Emergency Management**  
**Long Term Recovery Grant Program**  
**QUARTERLY PROGRESS REPORT**

Progress Report Period: \_\_\_\_\_ to \_\_\_\_\_

Project Title: \_\_\_\_\_ MOA #: \_\_\_\_\_

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_ County: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #(s): \_\_\_\_\_ Email Address: \_\_\_\_\_

Total Project Expenditures to Date: \$ \_\_\_\_\_

- 
1. Date of Project Approval:
  2. Start Date of the Project:
  3. Percent of Work Completed to Date: \_\_\_\_\_ %
  4. Anticipated Completion Date:
  5. Actual Completion Date:
  6. Summary of progress on project for this report period: *(Provide narrative summary on a monthly basis and relate activities to project budget.)*

7. Anticipated cost over-run/under-run: \$

8. Problems encountered:

9. Status: *(Please check pertinent information).*

Project Status

- (1) ☐ Project on schedule  
(2) ☐ Project completed  
(3) ☐ Project delayed  
(4) ☐ Project canceled

Project Cost Status

- (1) ☐ Cost unchanged  
(2) ☐ Cost overrun  
(3) Cost ☐ der-run

Request for Reimbursement (RFR)  
Form LTR003

Grantee: \_\_\_\_\_ Identification Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City, Zip: \_\_\_\_\_

MOA Grant #	Grant Amount \$	Previous Payments \$	Current RFR	SOD and supporting Docs attached (Y/N)*	State Approvals Office Use only (GM approval) Comment	
Total of Current Request						

\* SOD and Supporting documentation are required for all Requests for Reimbursements and need attached to the pdf of this request.

I certify that the above expenditures are accurate and in compliance with the associated MOA.

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<p align="center"><b>NORTH CAROLINA DIVISION OF EMERGENCY MANAGEMENT</b></p> <p align="center"><b>SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT</b></p> <p align="center"><b>CLAIMED FOR ELIGIBLE WORK    Form LTR001</b></p>	
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(1) Applicant:		(2) MOA Number:					
(3) FIPS/Duns or Tax ID/EIN No.							
(5) Applicant's Check No., Reference No., Warrant, Voucher, Claim, or schedule No.	(6) Delevery Date of articles or performance services	(7) DOCUMENTATION List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category				(8) Applicant Proposed Eligible Costs	
<b>Force Account Labor</b>							
		Total				0.00	
<b>Equipment</b>							
		Total				0.00	
<b>Materials</b>							
		Total				0.00	
<b>Contract</b>							
		Total				0.00	
<b>Other</b>							
		Total				0.00	
		Total				0.00	
		(9) Grand TOTAL			\$0.00		
		(10) -Grant AMOUNT					
		(11) ADJUSTED TOTAL (+ OR -)			\$0.00		
Signature:							



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: June 24, 2024  
Department: Administration  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Budget Director Emily Bradford

#### ITEM TO BE CONSIDERED

**Subject:** Churton Street Main Replacement Capital Project Ordinance Amendment

**Attachments:**

1. Capital Project Ordinance Amendment – Churton Street Main Replacement (06-24-2024)
2. Budget Changes Report (06-24-2024) – Churton Street Main Replacement

**Summary:**

During the Fiscal Year 2025 budget development process, it was determined that other projects were a higher priority than the Churton Street Main Replacement project. Closing out this project allows these funds to be re-allocated to other, higher priority needs.

**Financial impacts:**

Apply \$430,000 from this project to the US-70 Business Water Improvements project.

**Staff recommendation and comments:**

Approve amending the Churton Street Main Replacement project ordinance and budget per project closeout.

**Action requested:**

Approve amending the Churton Street Main Replacement project ordinance and budget per project closeout.





# ORDINANCE

## Capital Project Amendment

### Churton Street Main Replacement

The Hillsborough Board of Commissioners ordains that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby amended:

**Section 1.** Revenues anticipated to be available to the town to complete the project are hereby amended as follows.

	<i>Current Budget</i>	<i>+/-</i>	<i>Amended Budget</i>
River Pump Station Relocation and Upgrade	\$430,000	(\$430,000)	\$0

**Section 2.** Amounts appropriated for the capital project are hereby amended as follows.

	<i>Current Budget</i>	<i>+/-</i>	<i>Amended Budget</i>
River Pump Station Relocation and Upgrade	\$430,000	(\$430,000)	\$0

**Section 3.** This capital project is now closed.

**Section 4.** Copies of this ordinance should be furnished to the clerk, budget officer and finance officer to be kept on file by them for their direction in carrying out this project.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 24<sup>th</sup> day of June in the year 2024.

Ayes:

Noes:

Absent or excused:

---

Sarah E. Kimrey, Town Clerk

FY 2023-2024

TOWN OF HILLSBOROUGH  
BUDGET CHANGES REPORT

DATES: 06/30/2024 TO 06/30/2024

<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
69-16-3870-3870-503 TRANSFER FROM WSF-CHURTON ST MAIN Project closeout	42065	06/30/2024	EBRADFORI	430,000.00	-430,000.00	0.00
69-16-8140-5700-737 CHURTON ST MAIN REPLACEMENT Project closeout	42066	06/30/2024	EBRADFORI	430,000.00	-430,000.00	0.00
					<u>-860,000.00</u>	



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: June 24, 2024  
Department: Planning and Economic Development  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Planning and Economic Development Manager Shannan Campbell

#### ITEM TO BE CONSIDERED

**Subject:** Special Event Permit – Team PHenomenal Hope Walk/Run 5K

**Attachments:**

1. Special Event Permit Application
2. Tent location and Race Map

**Summary:**

Team PHenomenal Hope would like to host a fundraising 5K walk/run starting and ending at Gold Park and looping through the riverwalk on Sunday, Oct. 7, 2024. There will be lawn games for kids and 5-10 tents holding registration and shade. Certificates of Insurance will be provided to the town closer to the event date. Organizers are expecting around 200 people for the race beginning at 9:30 a.m.

The rules for the use of Gold Park for large events like this were recently changed, however this permit application and park reservation came in before those rules were enacted. This will likely be the last event of this size permitted for this park.

**Financial impacts:**

Low; town sponsorship is requested for additional roll-out carts.

**Staff recommendation and comments:**

EMS is coordinating the event organizers on options for having medic support on-site. Event organizers to provide COI (certificate of insurance) closer to the event date.

**Action requested:**

Approve, approve with conditions, or deny the special event permit.



TOWN OF  
HILLSBOROUGH

## APPLICATION Special Event Permit

Planning and Economic Development Division  
101 E. Orange St., PO Box 429, Hillsborough, NC 27278  
919-296-9470 | Fax: 919-644-2390  
planning@hillsboroughnc.gov  
www.hillsboroughnc.gov

Please review Chapter 7, Article 3 of the Hillsborough Code of Ordinances to determine if your event requires a special event permit. **The application must be received 60 days in advance of the event.**

Name of event: PHeNomenal Hope Walk/Run

Event location address: 415 Dimmocks Mill Rd Hillsborough, NC US 27278

Date(s) of event: 10/27/24

Event setup time: 7am Event hours: 9:30-12:15 Event breakdown: 1pm

Date(s) of event: \_\_\_\_\_

Event setup time: \_\_\_\_\_ Event hours: \_\_\_\_\_ Event breakdown: \_\_\_\_\_

### EVENT ORGANIZER AND CONTACT INFORMATION

Name of organization/company: Team PHeNomenal Hope

Organization/company mailing address: 2206 N Main St, #141, Wheaton, IL 60187

Organization status: ☐ Formal ☐ Informal ☐ For-profit ☒ Not-for-profit

Event organizer name: Maggie Jervey

Event organizer phone: 703-587-2524 Event organizer email: Maggie.jervey@teampheno

On-site contact(s) during the event:

Name: Leslie Orlovsky Cell phone: 347-675-5337

Name: Maggie Jervey Cell phone: 703-587-2524

### GENERAL EVENT INFORMATION

Type of event:

- ☐ Private event on private property ☐ Public event on public property  
☒ Private event on public property ☐ Public event on private property  
☒ Street or greenway event (includes parades, marches, rallies, and foot and bike races)

General event description:

*Please outline the event purpose and elements, including items such as food trucks, car shows, races and vendors.*  
Team Phenomenal Hope exists to provide support and financial assistance to people battling p  
Our hope is that we would have fundraisers come out and run/walk, as well as a gathering spa  
We would have a kids corner with lawn games, around 5-10 tents between registration/check i  
The walk/run would be around Gold park and onto part of the Riverwalk trail and back!

Estimated number of people who will attend the event: 200

Estimated peak time(s) of attendance: 9am-12pm

Maximum capacity of event location (number of persons, if applicable): \_\_\_\_\_

For annual events, the estimated attendance of the last event of this kind: \_\_\_\_\_

### GENERAL EVENT QUESTIONNAIRE

Will tickets be sold or admission or fees charged as part of the event? ☐ Yes ☒ No

Will alcohol be sold or provided as a part of this event? ☐ Yes ☒ No

If yes regarding alcohol:

Indicate the vendor(s) and/or ABC permit holder(s) responsible for the alcohol sales or distribution and attach a copy of the ABC permit(s) for each vendor:

---



---

**Note:** Alcohol may only be sold by vendors with an off-premise permit or by event organizers with a special one-time ABC sales permit. Alcohol sales may be subject to the prepared food and beverage tax.

Will vendors be on site selling goods, crafts or wares during the event? ☐ Yes ☐ No

Will vendors be on site selling food or beverages during the event? ☐ Yes ☒ No

**Note:** Vendors without a physical location in town and food trucks without Town of Hillsborough Food Truck Permits must pay the food and beverage tax in advance of selling prepared food or beverage. For the tax application, see the Financial Services Department page on the town website, [hillsboroughnc.gov](http://hillsboroughnc.gov).

List name(s) of the vendors:

---



---



---



---

Will you solicit donations as part of the event? ☒ Yes ☐ No

If yes, for what cause or organization? Team PHEenomenal Hope, although the majorit

Will you bring additional equipment, such as stages, microphones and amplification? ☒ Yes ☐ No

Please explain: 12x12 stage, two wireless mics, and two speakers to set on stage

Will any items be left at the event site overnight? ☒ Yes ☐ No

Please explain: depending on the vendor, they may set up the night before for the stage, t

Will signs or banners be displayed on site or around town? ☒ Yes ☐ No

**Note:** Special event signage *must be applied for and permitted separately BEFORE signage is placed around town. See the Reservations page on the town website, hillsboroughnc.gov.*

Will tents be erected for the event? ☒ Yes ☐ No

If yes, how many and what size? between 4-6 (dependent on sponsors) and majority 10x1

**Note:** Tents may require a permit and inspection by the Orange County Fire and Life Safety Division depending on size and number. Tents should be shown with location and dimensions on the event map or layout.

Will you provide (portable) restroom facilities? ☐ Yes ☒ No

**Note:** Depending on attendance numbers and duration, restroom facilities must be provided by special event organizers. Restrooms of local businesses and town and county facilities may complement but not be a substitute for providing adequate restrooms for the event.

Will you provide (portable) handwashing facilities? ☐ Yes ☒ No

**Note:** Handwashing facilities are required for events that include on-site food preparation and/or sales without direct or immediate sink access.

Will the event require any street closures or change in traffic flow? ☐ Yes ☒ No

Will the event require additional trash and recycling facilities? ☒ Yes ☐ No

Will you request that the town board sponsor specific services in conjunction with this event? ☐ Yes ☒ No

☐ Road closures

☐ Police coverage

☐ Traffic control

☐ Trash and recycling rollouts

Number of rollouts \_\_\_\_\_

### EVENT MAP AND LAYOUT REQUIREMENTS

With this application, you must attach a map of the area that the event is to take place and indicate the following:

- Traffic flow — Include any streets requested to be closed or obstructed (law enforcement will determine locations of barriers and officers).
- Event route — Clearly show route if the event includes an event such as a parade or greenway closure.
- Parking areas — Note areas where event attendees will be directed that are adequate for the event attendance. The Eno River Parking Deck has 400 parking spaces.
- Pedestrian access and flow.
- Location of —
  - Any concession stand, food truck(s), booth, or other temporary structures, tents, stages or facilities.
  - Proposed fences, stands, platforms, benches, or bleachers.
  - Restroom and handwashing facilities.

**Note:** A street map and Gold Park map are available on the town's website. Google Maps is another resource and can be easily marked up. Contact staff if you need assistance with providing an event layout or route map.

**EVENT LIABILITY INSURANCE**

Event organizers and/or property owners need to insure themselves from liability in case event attendees injure themselves during the course of the event. Events occurring on public property (town or county) are required to carry event liability insurance with the public property owner listed as "additionally insured."

Copy of event liability Certificate of Insurance is attached: ☐ Yes ☒ No

Name of insurance company providing liability coverage for the event:

TBD

Contact information for broker/agent providing coverage:

TBD

**EVENT PROPERTY USE PERMISSION**

If the event will be on property not owned or managed by the event organizer, then the property owner must indicate consent below for the use of the property:

\_\_\_\_\_  
Name of property owner

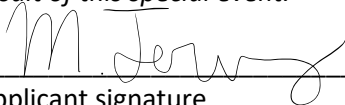
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature of property owner

\_\_\_\_\_  
Date

**TOWN LIABILITY AGREEMENT**

*I, the applicant, agree to indemnify and hold harmless the Town of Hillsborough, its employees, and its agents from and against any and all liability for any injury that may be suffered in connection with this special event approval or park reservation. I also hold harmless the Town of Hillsborough, its employees, and its agents from and against any liability for any equipment or supplies lost, damaged, or stolen that are stored or otherwise as a result of this special event.*

  
\_\_\_\_\_  
Applicant signature

2/28/24

\_\_\_\_\_  
Date

**SUBMITTAL DIRECTIONS:**

The following methods may be used:

- Submit electronically to Planning Technician Kelsey Carson at [kelsey.carson@hillsboroughnc.gov](mailto:kelsey.carson@hillsboroughnc.gov).
- Submit paper copy to:  
Hillsborough Planning Department  
ATTN: Planning Technician Kelsey Carson  
PO Box 429  
101 E. Orange St.  
Hillsborough, NC 27278

**FOR OFFICE USE ONLY**

Application received by: \_\_\_\_\_

Date: \_\_\_\_\_ Fee paid: \_\_\_\_\_

Date information emailed out: \_\_\_\_\_

**Permit Status**Approved: ☐ Yes ☐ No

Explanation: \_\_\_\_\_

Date permit issued: \_\_\_\_\_

Approved with any conditions: \_\_\_\_\_

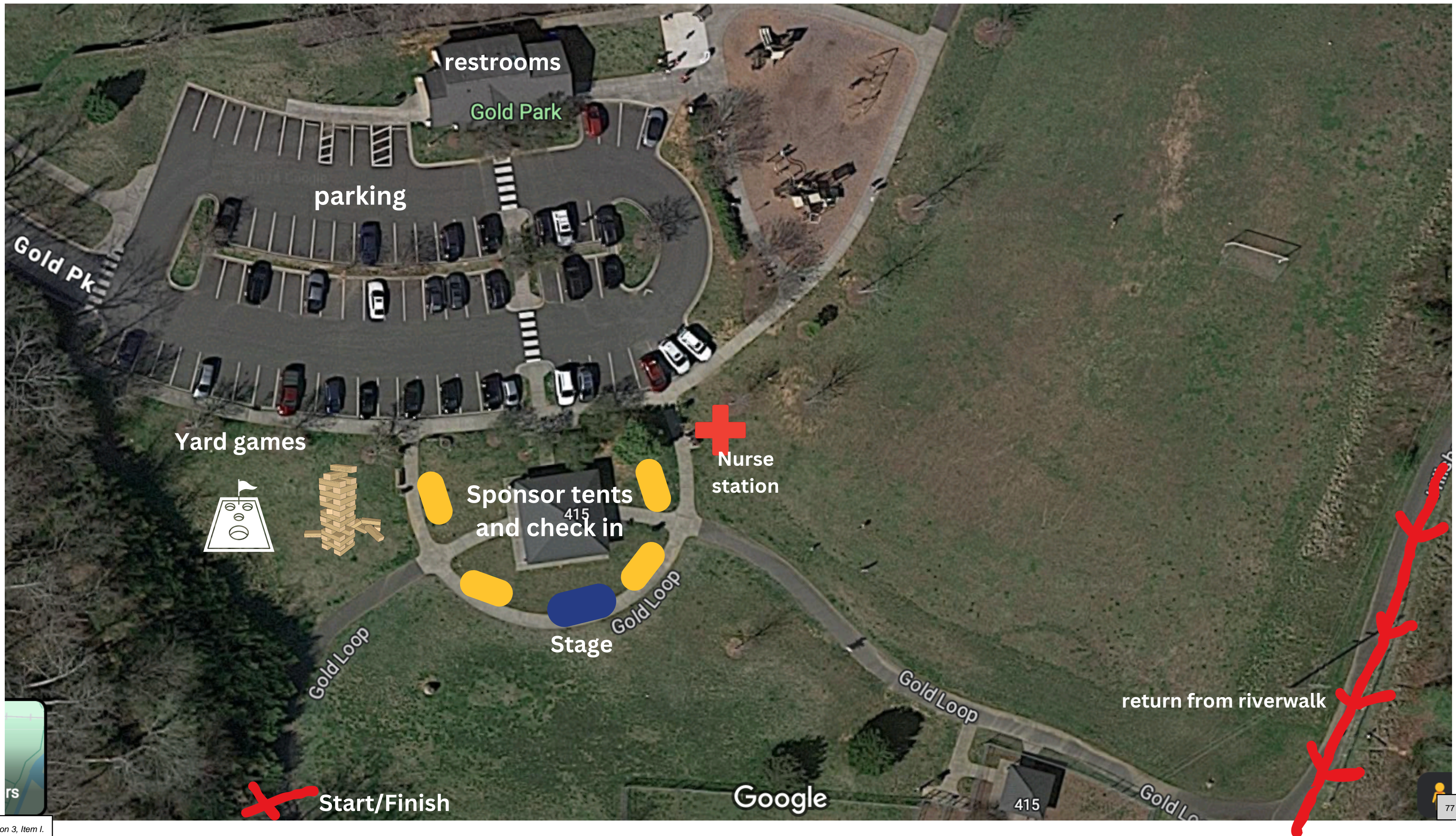
\_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_  
Name of town staff member

**Forwarded to:**

- ☐ Hillsborough Communications Division
- ☐ Hillsborough Financial Services Department (Food and Beverage Tax)
- ☐ Hillsborough Police Department
- ☐ Hillsborough Public Space Manager
- ☐ Hillsborough Public Works Division
- ☐ North Carolina Department of Transportation (DOT road closures)
- ☐ Orange County Asset Management Services (Visitors Center, library, courthouses)
- ☐ Orange County Department of Environment, Agriculture and Parks and Recreation (River Park)
- ☐ Orange County Fire and Life Safety Division
- ☐ Orange County Sheriff's Office
- ☐ Orange Rural Fire Department





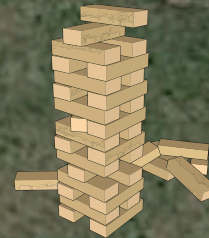
restrooms

Gold Park

parking

Gold Pk

Yard games



Sponsor tents  
and check in  
415



Nurse  
station

Stage

Gold Loop

Gold Loop

return from riverwalk



Start/Finish

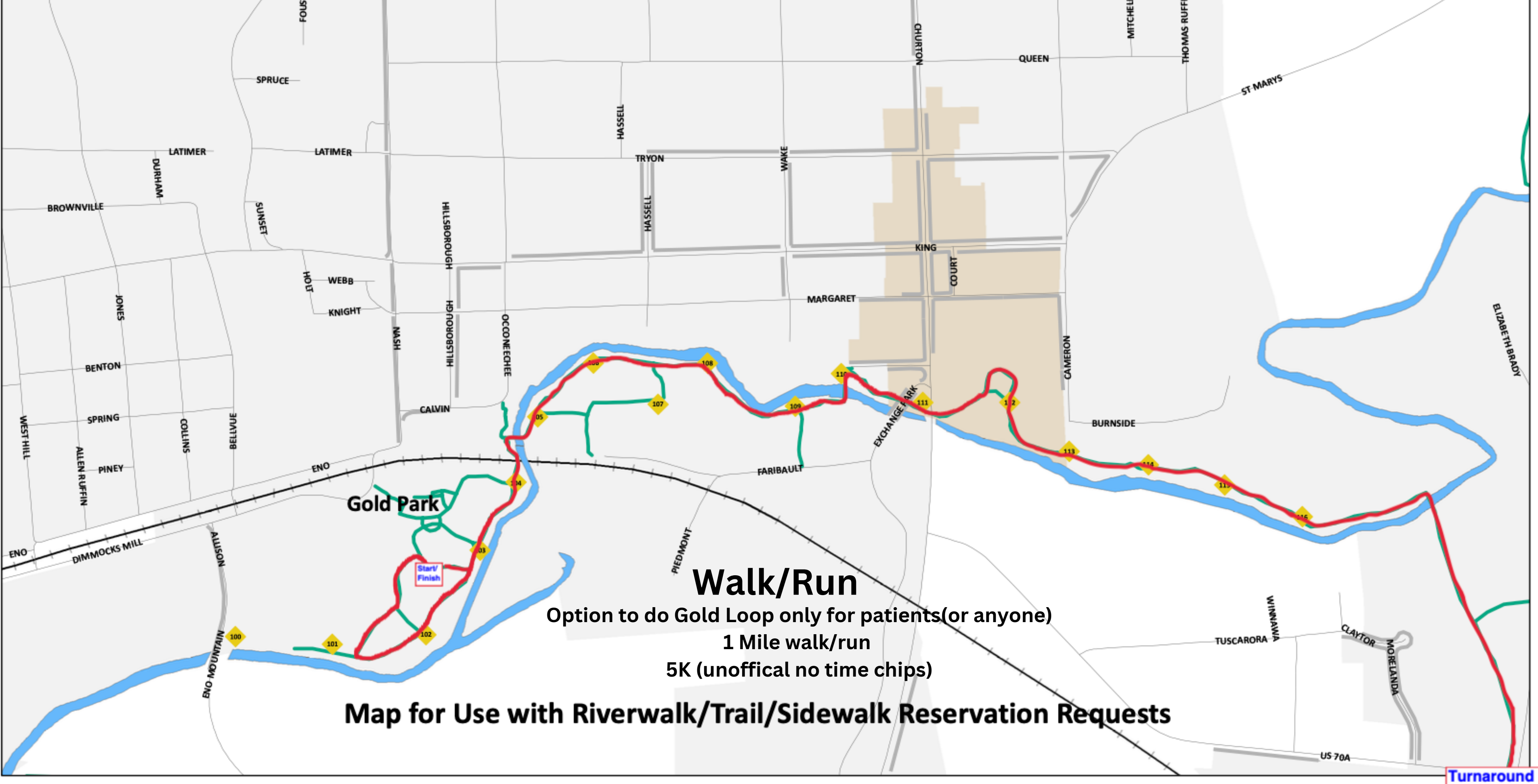
Google

415

Gold Lo







Turnaround

## Payment Notification - Special Event Fee (permits and event signage)

noreply@municipalonlinepayments.com <noreply@municipalonlinepayments.com>

Mon 6/3/2024 11:09 AM

To:Kelsey Carson <Kelsey.Carson@Hillsboroughnc.gov>



### Town of Hillsborough

This is your payment receipt.

Confirmation Number	Payer Contact Info	Payment Method
5M7Y7DL4Q3	maggie.jervey@teamphenomenalhope.org	*****6572

### Special Event Fee (permits and event signage)

Please tell us what you are paying for  
(provide name or address of project, permit  
number, or type of review):

PHenomenal Hope Walk/Run at  
Gold Park (and riverwalk trails) on  
Oct 27th

Base Price	\$55.00
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<b>Total</b>	<b>\$55.00</b>
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[Municipal Online Services](#)

[Login](#)



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: June 24, 2024  
Department: Community Services  
Agenda Section: In-depth discussion and topics  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Molly Boyle, Planner II

#### ITEM TO BE CONSIDERED

**Subject:** Annexation interest letter for 3013 Rippy Lane (voluntary, contiguous request)

##### Attachments:

1. Vicinity, Zoning, and Future Land Use maps
2. Zoning district descriptions (Limited Office and Economic Development District)
3. Annexation interest letter from property owner

##### Summary:

Michelle Hamilton and Camilla Schupp recently purchased 3013 Rippy Lane (PIN 9873-04-5166), a 6.36-acre parcel in Orange County's planning jurisdiction. They intend to convert the existing dwelling on the property into a law office for their firm, Schupp and Hamilton, PLLC. They are requesting annexation to receive water and sewer service.

Annexation Interest Details – 3013 Rippy Lane	
Parcel ID Number	9873-04-5166
Acreage	6.36 acres
Annexation type	Voluntary - contiguous
Current zoning (county)	Orange County – EDH2 (Economic Development Hillsborough Limited Office)
Proposed zoning (town)	To be determined
Future Land Use designation	Suburban Office

**Financial impacts:** To be determined.

##### Staff analysis:

###### Future Land Use Map designation

The proposed land use is consistent with the town's Future Land Use Map (FLUM), which includes the property in its Suburban Office category. The Suburban Office category is defined as follows:

*"These areas provide opportunities for office and employment enterprises which do not rely on walk-in customers or have a manufacturing component. Businesses may be large or small but will generally arrange themselves in a campus setting with limited walkability and supporting services. Developments of this type should be kept small in nature to limit the peak transportation impact and limited vitality. Zoning*

*Districts: Limited Office; Office Institutional; Business Park; Economic Development District; Entranceway Special Use; Special Design Special Use”*

Zoning designation

The property is currently in Orange County’s zoning jurisdiction, so it will need to be zoned in the Town of Hillsborough if annexed. The applicant has not yet requested a specific zoning district, but either Limited Office (LO) or Economic Development District (EDD) could be appropriate based on the proposed land use and FLUM designation. Descriptions for both of those zoning districts are enclosed.

Water and Sewer availability

The existing dwelling on the property currently uses a private well and septic system. There is potential to tie on to town utilities given the proximity of the dwelling to existing water and sewer infrastructure:

- **Water:** 16” water main in the Rippy Lane right-of-way to the east
- **Sewer:** 16” gravity sewer along the southern and western property lines

**Staff recommendation:**

Annexation of this parcel is reasonable given a) its proximity to existing water and sewer infrastructure and b) the potential for development of the 112-acre tract to the west, which is also classified as Suburban Office on the Future Land Use Map.

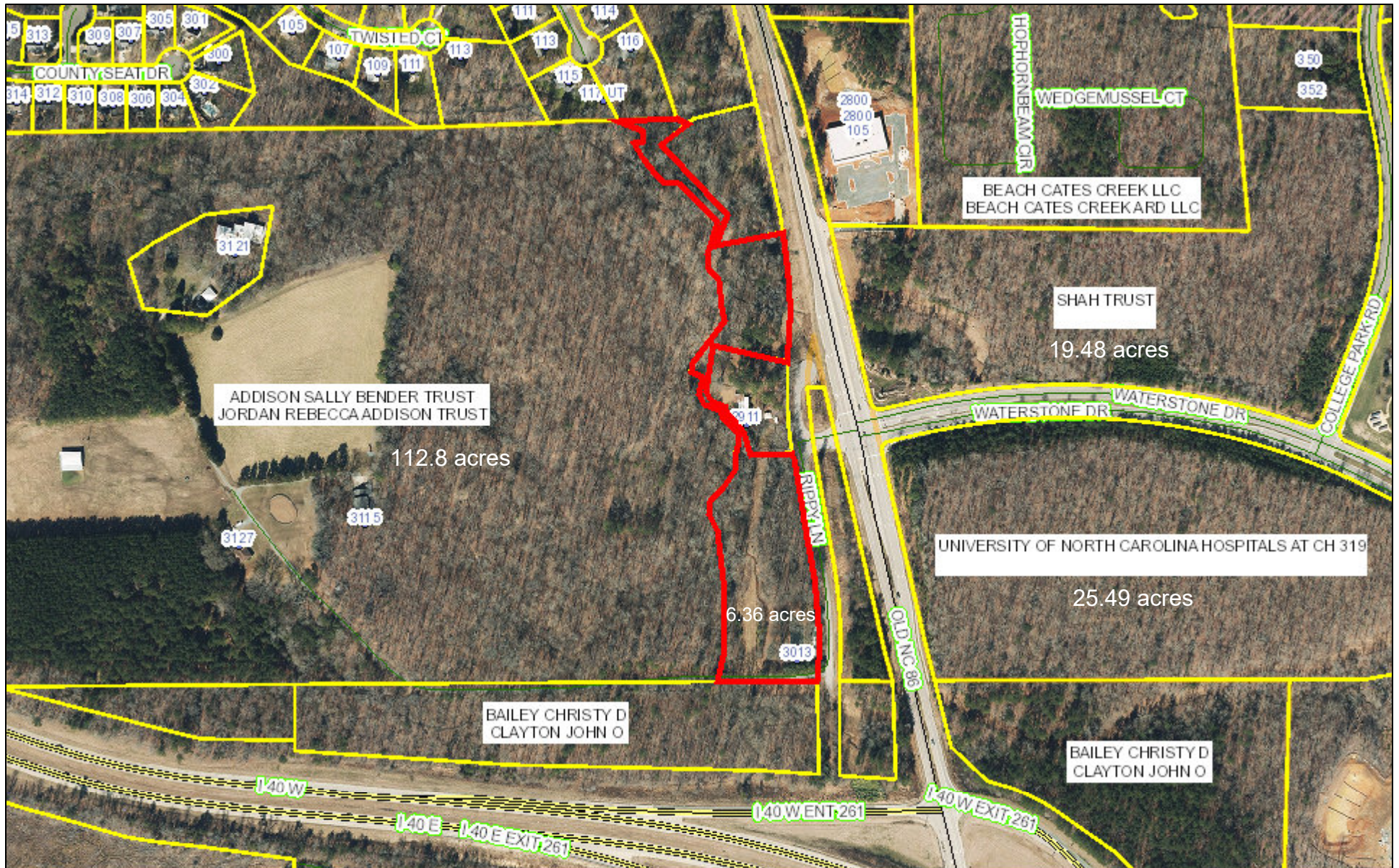
Staff recommends allowing the property owners to proceed with an annexation petition and rezoning request.

**Action requested:**

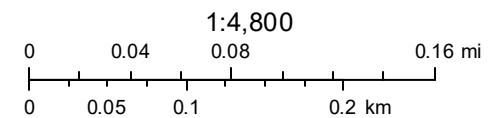
Indicate whether the property owners may proceed with an annexation petition and rezoning request.



# Vicinity Map - 3013 Rippy Lane

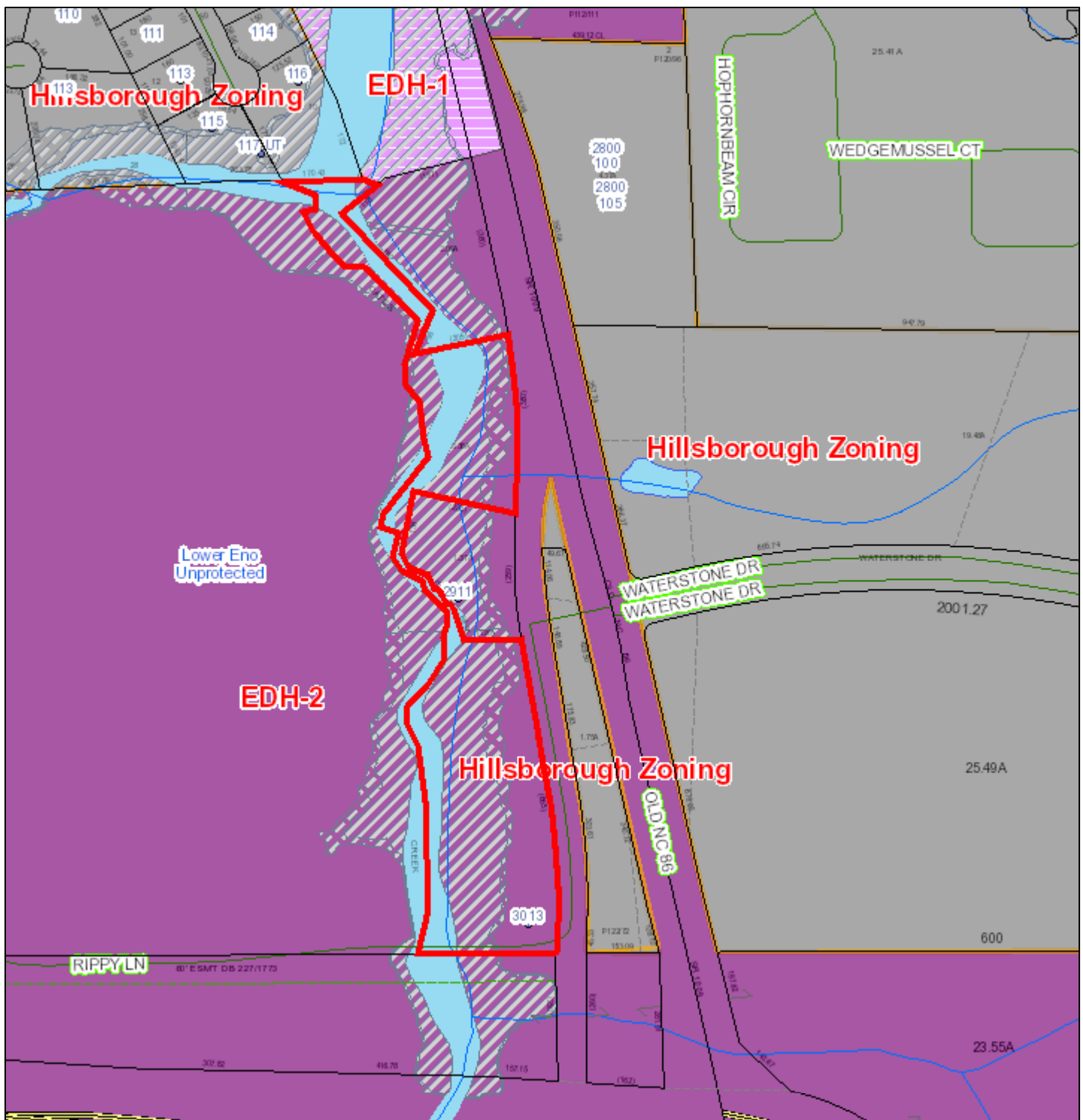


June 7, 2024





# Zoning Map - 3013 Rippy Lane



This map contains parcels prepared for the inventory of real property within Orange County, and is compiled from recorded deed, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The county and its mapping companies assume no legal responsibility for the information on this map.

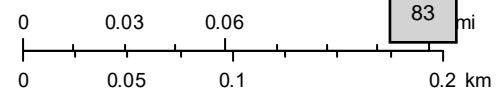
May 30, 2024

<b>PIN:</b>	<b>9873045166</b>
<b>OWNER 1:</b>	<b>PRAGUE ESCAPES LLC</b>
<b>OWNER 2:</b>	
<b>ADDRESS 1:</b>	<b>1526 E FRANKLIN ST</b>
<b>ADDRESS 2:</b>	<b>STE 202</b>
<b>CITY:</b>	<b>CHAPEL HILL</b>
<b>STATE:</b>	<b>NC</b>
<b>ZIP:</b>	<b>27514</b>
<b>Section 4, Item 4</b>	<b>MAJ 3 JAMES C RIPPY P76/31</b>

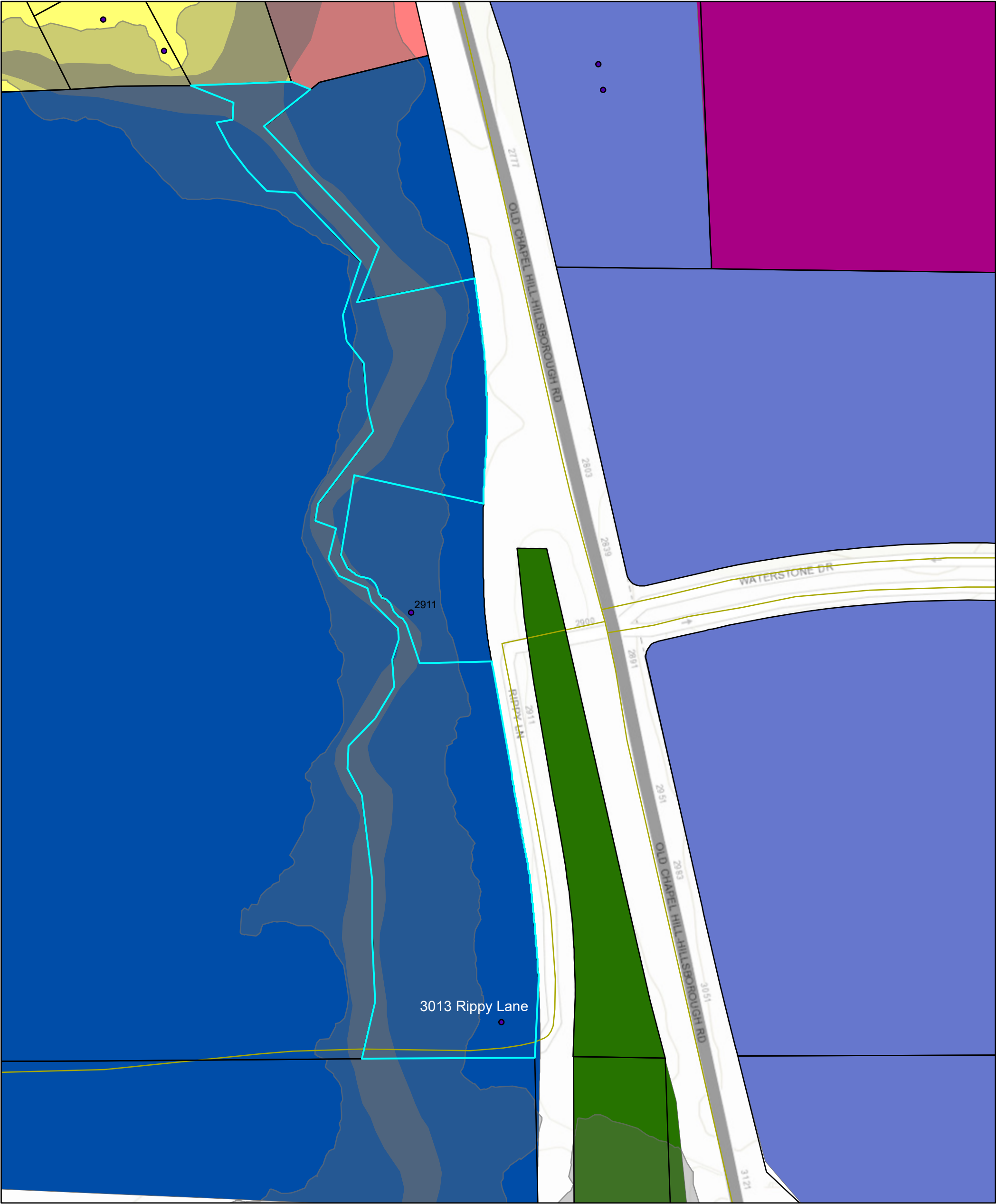
SIZE: 6.36 A  
 DEED REF: 6841/1038  
 RATECODE: 00  
 DATE SOLD: 3/21/2024  
 BLDG SQFT: 1566  
 YEAR BUILT: 1954

BUILDING COUNT: 1  
LAND VALUE:  
BLDG\_VALUE:  
USE VALUE:  
TOTAL VALUE:

1:3,600

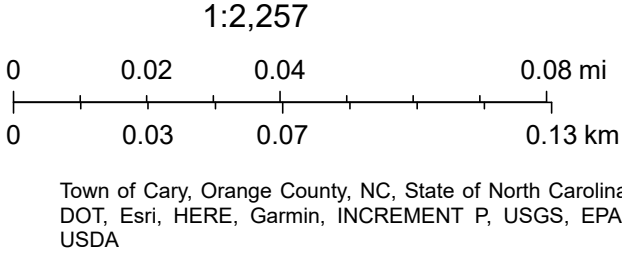


# Future Land Use Map - 3013 Rippy Lane



5/30/2024, 2:35:10 PM

- |                            |                            |                        |
|----------------------------|----------------------------|------------------------|
| • Addresses                | Special Flood Hazard Areas | Neighborhood Mixed Use |
| Parcels                    | Urban Service Area         | Permanent Open Space   |
| Streets                    | HillsboroughLandUse        | Small Lot Residential  |
| Natural Resource           | Employment                 | Suburban Office        |
| Special Flood Hazard Areas | Mixed Use                  |                        |





## 4. ZONING DISTRICTS

### 4.2 BUSINESS BASE ZONING DISTRICTS

#### 4.2.9 ECONOMIC DEVELOPMENT DISTRICT (EDD)

**4.2.9.1 Intent**

The intent of the Economic Development District is to provide locations for a wide range of light industrial, distribution, flex space, office, service, and retail uses.

**4.2.9.2 Application Criteria**

This district will usually be applied where the following conditions exist:

**4.2.9.2.a** The property is adjacent and has access to an interstate highway by way of a major arterial or collector street. Adjacency to rail facilities for the movement of goods and which offer transit service potential is preferred, but not required.

**4.2.9.2.b** Public water and sewer service are available or capable of being extended; and

**4.2.9.2.c** Large, buildable tracts are available for development or division into a range of building site sizes.

#### 4.2.10 LIMITED OFFICE DISTRICT (LO)

**4.2.10.1 Intent**

The intent of the Limited Office District is to provide locations for low traffic generating office and service enterprises.

**4.2.10.2 Application Criteria**

This district will usually be applied where water and sewer lines exist at the site or are to be made available as part of the development process.

SCHUPP & HAMILTON, PLLC

ATTORNEYS AT LAW

1526 EAST FRANKLIN STREET SUITE 202

POST OFFICE BOX 3200

CHAPEL HILL, NORTH CAROLINA 27514

received  
5.30.24 MB

CAMILLA C. SCHUPP

MICHELLE W. HAMILTON\*

(919) 929-1984

FAX (919) 929-1990

WWW.AMS-LAWYER.COM

May 20, 2024

Town of Hillsborough  
Planning Department  
ATTN: Molly Boyle  
101 E. Orange Street  
Hillsborough, NC 27278

**SENT VIA FIRST CLASS USPS MAIL ONLY**

**RE: INTEREST LETTER**

Dear Ms. Boyle:

My name is Michelle Hamilton, and I am a partner in a law firm named Schupp & Hamilton, PLLC. My partner is Camilla Schupp. Both of us have been in practice for over fifteen years.

We recently purchased a property through an LLC we formed name Prague Escapes, LLC. The property is located at physical address 3013 Rippy Lane, Hillsborough, NC 27278. The Parcel Identification Number is: 9873045166. Our LLC, Prague Escapes, purchased the property and is on the deed as the title owner of the property. The property currently has a ranch styled structure on it that we would like to utilize as an office space.

We would like to have the Hillsborough Town Commissioners consider annexing our property at this time. The property is currently zoned for the Orange County Economic Development District/Zone and delineated as within the Town of Hillsborough city limits per the online GIS map (specifically, it states "Economic Development Hillsborough Limited Office EDH-2). We would be seeking a commercial or similar (economic development zone) zoning designation due to our intended use of the property as a law firm/small office space.

We look forward to becoming a positive business contribution to the town of Hillsborough's burgeoning business community. If you have any questions regarding this correspondence or would like to discuss our interest in annexation further, please feel free to email me at [michelle@sh-lawyer.com](mailto:michelle@sh-lawyer.com) or call me at (919) 929-1984.

Sincerely,

SCHUPP & HAMILTON, PLLC

Michelle W. Hamilton, Partner

\*Board Certified State Law Criminal Specialist



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date:	June 24, 2024
Department:	Community Services
Agenda Section:	Consent
Public hearing:	No
Date of public hearing:	N/A

#### PRESENTER/INFORMATION CONTACT

Matt Efird, Assistant Town Manager  
Bryant Green, Environmental Engineering Supervisor

#### ITEM TO BE CONSIDERED

**Subject:** Update on process of closeout of Corbinton Commons Development

**Attachments:**

Presentation

**Summary:**

In March 2024, the board received a petition from Corbinton Commons residents to move forward with acceptance of the alleys in the neighborhood. At that time, staff provided updates on the status of various punch list items and options for board consideration regarding the alley acceptance. At that time, the board asked staff to work on additional options for alley acceptance that did not financially burden the town or residents for work that should have been done by the developer. Staff also introduced an alternative compliance path for the alleys using the NCDOT Traditional Neighborhood Development standards that allow for some quality control and a realistic acceptance process for the residents. The attached presentation includes an update on the status of outstanding punch list items and a proposed acceptance process for the alleys.

**Financial impacts:**

If the board desires to move forward with acceptance of the alleys, the cost of the required repairs will be split over three fiscal years and will be absorbed in the current allocations for streets maintenance without the need for additional appropriations.

**Staff recommendation and comments:**

N/A

**Action requested:**

Staff requests board direction on whether to move the alley acceptance process forward or continuing to pursue compliance from the developer.

# Corbinton Commons Update

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Board of Commissioners

June 24, 2024



TOWN OF  
HILLSBOROUGH

# Introduction

- Follow up from March Board Meeting
  - Punch list status update
  - Proposed alley acceptance process
  - Options for next steps

# Punch List Update

- The punch list sent multiple times to the developer contained approximately 50 outstanding items
- After further review by staff and community representatives, the following were identified:
  - 3 items removed by staff – items that were no longer necessary or not worth continued effort
  - 4 items were completed by Corbinton resident(s)
  - 5 items were completed by developer
  - 9 items were accepted for completion by developer
  - 3 items would be completed by proposed alley acceptance process
  - Remaining incomplete items
    - 4 Planning/Development
    - 1 Streets
    - 14 Stormwater
    - 3 Utilities
    - 1 in “Other”

# Punch List – Planning/Development

1. The perimeter asphalt walking trail stops at the end of Market House Way.
  - Asphalt trail needs to extend to the east property line (eastern phase) (condition of SUP & shown on approved plans).
2. A paved, “meandering sidewalk” with a surface material meeting NCDOT standards & serving as a walking trail must be constructed along US 70 East as shown on the approved plans.
  - The portion on the western side of the development needs to either be completed or a financial guarantee for completion needs to be posted. A projection of the property line separating the eastern & western parcels into the US 70 East right-of-way can be used as the boundary (condition of SUP approval).
3. The required opaque, vegetative perimeter buffer isn’t planted between the asphalt trail & exterior property lines (condition of SUP approval).
4. A fence with a gate needs to be installed to block neighboring views along the southwest sewer easement at Caine St if approved by utilities (condition of SUP approval).

# Punch List – Streets

- ~~1. Damage to the alleys will need to be repaired consistent with on-site communication. There is some significant cracking occurring that needs fixed, there are raised manholes in some alleys that need additional asphalt. (Remedied by proposed alley acceptance)~~
- ~~2. Since so much time has lapsed an additional final walk-through inspection of all curbing, sidewalks, gutters, drains will need to take place before the town will accept these improvements. (Removed by Staff)~~
- ~~3. The low spot in the southern turn of the easter alley needs to be corrected as water ponds there. (Remedied by proposed alley acceptance)~~
4. The Final Street Acceptance Checklist will need to be completed with a letter from the developer indicating that all checklist items are completed and a request for the town to accept the streets for maintenance. (Will not be needed if alley acceptance completed)



# Punch List – Stormwater

1. For the as-built plans, we require a plan sheet showing the as-built condition and key elevations of the entire stormwater system and a separate detailed as-built plan sheet of the SCM, with both cross-section and plan views and key elevations.
2. The certification may be provided as a separate letter or included on the as-built plans.
3. With the as-built plans and certification, please provide photos and video of the entire lengths of each outlet pipe from the riser or siphon headwall inlets to the outlets, showing all seams. This documentation should also include the riser structure showing that there are no leaks after a large rain event.
4. In addition, include a statement in the certification that all structures have been inspected for leaks and/or pipe separation and that no leaks or other deficiencies were found, or similar language.
5. Clubhouse Area
  1. ~~The roof drain outflow on the northeast corner of the clubhouse is eroding the slope. Stabilize area, add protection measures, and re-vegetate.~~ (Completed)
6. Pump Station Drive, Open Space, and Parking Area
  1. Runoff from the clubhouse parking, adjacent grass area, and alley/driveway has formed a gully on the hill above the pump station. This flow is also depositing sediment in front of the pump station and eroding an area past the pump station just before the flow enters the stream. Redirect this concentrated flow to the pond and repair gully using the following measures:
  2. ~~Re-grade open space so that runoff from the parking area and open space is directed to the berm or otherwise reaches the pond.~~ (Completed)
  3. ~~Add curbs along the driveway/alley way to direct flow to pond.~~ (Completed)
  4. Repair gully, including filling and compacting as appropriate, and stabilize and revegetate area. Compost or topsoil amendment may be necessary to re-establish vegetation.

# Punch List – Stormwater (continued)

1. Outlet Structures
  1. Pre-cast Riser Outlet Structure
    1. Repair any leaks and provide video of riser function during the design storm event, or provide equivalent measure of functionality.
2. Low flow/water quality outlet and rip rap dissipater area:
  1. ~~Repair deteriorated outlet pipe joint just above the scour hole. (Completed)~~
  2. Correct all leaks or pipe separation and provide photos or video of all seams along entire length of pipe.
  3. ~~Verify the scour hole matches the designed size or correct to meet plan specification. (Completed)~~
3. Overflow outlet and rip rap dissipater area:
  1. Correct all leaks or pipe separation and provide photos or video of all seams along entire length of pipe.
4. Water Level
  1. The current water level is below normal pool. The SCM will not be closed out until the water level has reached the normal pool elevation per the approved plans and pond function has been demonstrated during a design storm event.
5. Main Pool Area
  1. Install aquatic plants and irrigate until established. Reference: Aquatic shelf plants are required to be planted per the State's 1999 stormwater BMP manual: <https://deq.nc.gov/about/divisions/energy-mineral-land-resources/energy-mineral-land-permit-guidance/stormwater-bmp-manual/archive> To be spaced 2 feet apart, recommended species are Juncus effusus, Hibiscus coccineus, Carex grayi, and Saururus cernuus. Evidence of plant survival and establishment will be necessary prior to close-out.
  2. The permanent grass cover will need to be fully established on all side slopes and both sides of the dam prior to close-out. Re-seeding is needed near the inlet to the forebay where a significant bare area exists and along the western cut slope.
  3. Vegetation is currently well-maintained. If any trees or shrub seedlings establish within the SCM area, these will need to be removed by the developer prior to SCM close-out.
6. By-pass Swale along Trail
  1. Near the trail entrance, a corrugated pipe leading to the swale is broken in several places. Replace pipe with a more permanent and stable conveyance method.

# Punch List – Utilities

1. ~~All manhole ring and covers need to be cleaned of residual asphalt.~~ (Agreed by developer)
2. ~~Club house and corresponding sewer connection not reflected on record drawings.~~ (Agreed by developer)
3. ~~Water diversion/speed bump in front of pumping station needs to be removed or reduced in size to allow town vehicle accessibility. Refer to stormwater comment C. The installed bump is unacceptable.~~ (Completed)
4. ~~All Town side cleanouts need brass screw type lid and precast concrete ring.~~ (Completed)
5. ~~Remove asphalt from the following manholes:~~ (Agreed by developer)
  1. ~~SSMH A17~~
  2. ~~SSMH A18~~
  3. ~~SSMH A19~~
6. ~~Ring and cover need to be adjusted to surface course asphalt grade at the following manholes:~~ (Agreed by developer)
  1. ~~SSMH A20~~
  2. ~~SSMH A21~~
7. ~~Cleanout cap is upside down at the following lots:~~ (Completed by resident)
  1. ~~1 and 59.~~
8. ~~Town cleanout cannot be located at the following lots:~~ (Completed by resident)
  1. ~~10, 14, 27, 33, 44, 45, 46, 50, 51, and 62.~~
9. Replace broken cleanout caps at the following lots:
  1. 13, 15, 35, 40, and 70.
10. ~~Cleanout needs to be raised at the following lots:~~ (Completed)
  1. ~~48 and 63~~
11. ~~Relocate poorly placed cleanouts:~~ (Completed)
  1. ~~Lot 11 – too close to driveway~~
  2. ~~Lot 56 – too close to foundation~~

# Punch List – Utilities (continued)

1. ~~All water valves boxes need to be cleaned of residual asphalt. (Agreed by developer)~~
2. ~~Northern intersection of Market House Way and Bridge St. Water valve group needs to be raised to surface course asphalt grade. Water line heading east has out of service hydrant and as-builts do not reflect method in which this water line was capped or if it has a blow off. (Agreed by developer)~~
3. ~~Club house not reflected on record drawings. (Agreed by developer)~~
4. Mainline valve in front of lot 38 not reflected on record drawings.
5. Cannot find blow off assembly listed on record drawings at intersection of Alley E & D and Market House Way.
6. Fire hydrant beside lot 35 in bridge street- Missing bolts in bonnet and isolation valve is too low.
7. ~~Water valve set in front of lot 50 on Bridge street All valves are too low and need to be raised to surface course asphalt grade. (Agreed by developer)~~
8. ~~Raise the meter box at the following lots: (Completed by resident)~~
  1. ~~50, 59, and 61~~
9. ~~Town cannot find meter boxes at the following lots: (Completed by resident)~~
  1. ~~37, 53, and 62.~~
10. ~~Other meter box repairs needed, by lot: (Removed by Staff)~~
  1. ~~Lot 18 Broken antenna on water meter~~
  2. ~~Lot 52 meter box is broken replace~~
  3. ~~Lot 56 meter box lid warped replace~~
11. ~~Repairs needed based on CCTV review: (Removed by Staff)~~
  1. ~~A11 A101 at 62' and 141.9' Surface damage on pipe spalling and corrosion.~~
  2. ~~A10 A9 at 9.5', 13.6' and 60.2' Damaged pipe coating.~~
  3. ~~A17 A18 at 76.7' tap break in/hammer tap.~~
  4. ~~A17 A3 at 205.2' tap break in/hammer tap.~~
  5. ~~A4 A3 at 180.2', 194.1', 203' and 245.7' tap break ins/hammer taps~~

# Punch List – Other Items

- ~~1. The record drawings show 9 lots on the east side of Market House Way, south of Alley E, but only 8 exist onsite. (Agreed by developer)~~
- ~~2. Ponding is evident at the intersections of alleys and residential streets. Additional wedging recommended during final resurfacing to improve drainage. (Remedied by proposed alley acceptance)~~
3. Removal or repair of pedestrian bridge at Southeastern corner of property.

# Proposed Alley Acceptance Process

- Staff has developed a list of proposed improvements to the alleys that would conform with NCDOT Traditional Neighborhood Development standards
- High level cost estimate prepared by town staff is approximately \$150,000
- In addition to physical work, there are several issues of policy and legal agreements that need to be addressed
- Staff has worked with Corbinton community leadership to gauge support for the necessary changes

# Proposed Alley Acceptance Process

Issue	Recommendation	Estimated Cost
Narrow intersection aprons – must be 50'	Expand aprons from 44' to 50'	\$35,000
Private irrigation system in ROW	Encroachment Agreement	-
Private fences in ROW	Adjust fence locations or remove from ROW	\$5,000
Inadequate sight triangles	Plat 70'x10' sight triangles, remove impediments	\$10,500
Driveway aprons too high	Town Code Amendment – driveway maintenance connecting to alleys is responsibility of driveway owner	-
Alleys too small for two-way traffic	Sign/paint alleys as one-way	\$10,000
Turning radii smaller than required	Reduce speed limits on alleys to 10mph	\$2,000
Private pedestrian paths intersect alleys	Encroachment agreement, HOA to maintain ADA compliance for intersections	-
Ponding near storm drains	Reduce speed limits on alleys to 10mph	\$2,000
Storm grates improperly secured	Anchor grates to prevent damage	\$10,000
Storm grates, drop inlets not rated for heavy trucks	Post signage with weight restrictions	\$3,000
Road/curb transitions do not meet standards	Install tapers to avoid plow damage	\$20,000
Cracks propagating from storm grates into pavement	Seal cracks with asphalt sealant to prevent frost cycle damage	\$15,000
Retaining wall for stormwater control supports alley	Modify HOA requirement to maintain/restore alley in case of failure	-
HDPE pipe deflecting runoff away from SCM	Modify discharge towards SCM	\$25,000
Miscellaneous pavement repairs	Crack seal, point repairs, wedging, etc.	\$12,000





# Proposed Alley Acceptance Process



- Arrows denote one-way traffic
  - All alleys to be signed for no heavy trucks and 10mph speed limit
- Circles denote areas of intersections between private paths and what will be public right of way that need ADA compliance
- Triangle denotes area of fence in what will become public right of way



# Options for Next Steps

- The developer has been mostly non-responsive to repeated requests to complete the punch list items unrelated to the alleys
  - Progress is being made on stormwater
  - Staff will continue to pursue compliance on other items
- As to the alleys, staff's proposed options at this point are:
  - A) continue to attempt to resolve the issue with the developer; or
  - B) accept alleys in their current state and work through the existing operational budget over the next 2-3 years to complete alley acceptance list on previous slide



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: June 24, 2024  
Department: Community Services  
Agenda Section: In-depth discussion and topics  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Matt Efird, Assistant Town Manager

#### ITEM TO BE CONSIDERED

**Subject:** Draft agenda for July Affordable Housing Workshop

**Attachments:**

1. Draft Agenda and Potential Topics
2. Confirmed Attendees

**Summary:**

At the Fiscal Year 2024-25 budget retreat, the board discussed holding a series of special workshops focused on affordable housing, with topics including partner input, low-income housing tax credits, non-financial strategies and funding prioritization. The July 2024 special meeting will be focused on partner input and will allow the board the opportunity to have a facilitated discussion with various subject matter experts working in the field of affordable housing.

**Financial impacts:**

No direct financial impact on the town.

**Staff recommendation and comments:**

N/A

**Action requested:**

Staff requests feedback on the draft agenda and discussion topics.

## **Affordable Housing Special Workshop – Partner Input**

Moderator - Matt Efird, Assistant Town Manager

### *Draft Agenda*

#### **1) Welcome and Reason for Special Meeting (Mayor Bell)**

#### **2) Introductions (5:05 – 5:15)**

- a) Mayor and Board of Commissioners
- b) Partner Representatives (CASA, Habitat, CPRC, OCHPC)
- c) Town Staff

#### **3) Town and Partner Sharing (5:15 – 5:45)**

- a) Brief update on Town affordable housing efforts and projects
- b) Brief description of organization's mission and experience, any ongoing or upcoming work in Hillsborough

#### **4) Break (5:45 – 6:00) (Food will be available)**

#### **5) Partner Q&A (6:00 – 7:00)**

- a) Moderator to ask questions to partners, facilitate any follow-up or clarifications from participants
- b) Potential Discussion Topics
  - i) What do you see as the biggest need for affordable housing in the Town of Hillsborough? Income level, demographics, physical location, housing type?

- ii) What specific challenges are you aware of for development of affordable housing in Hillsborough? Market forces, labor/materials access, regulations?
- iii) Are there specific actions that the town board or staff could perform to better facilitate the generation or preservation of affordable housing in town?
- c) The Town of Hillsborough has a constrained budget and limited financial capacity for new initiatives, although the board has committed to providing the equivalent of 2 cents on the tax rate to support affordable housing (about \$325,000 per year). What are your ideas to leverage those funds to generate new units or sustain current affordable units?
- d) What other approaches or strategies might be of interest to the town to better support affordable housing?

**6) Break (7:00 – 7:10)**

**7) Open Discussion – Board and Partners (7:10 – 8:00)**

- a) Moderator-facilitated discussion between Board, town staff, and partners to explore affordable housing ideas and strategies for Hillsborough.

**8) Final Thoughts (8:00 – 8:30)**

## **Affordable Housing Special Workshop – Partner Input**

### *Confirmed Attendees*

**CASA** – Amanda Barbee, Real Estate Developer

**Central Pines Regional Council** – Hunter Fillers, Housing Program Manager

**Community Home Trust (Written Responses)** - Kimberly Sanchez, Executive Director

**Habitat for Humanity of Orange County** – Jennifer Player, President and CEO

**Orange County Home Preservation Coalition** – Ryan Lavalley, Ph.D., Coalition Coordinator