Call to Order - Chair Galey

Chair Galey announced that Vice Chair Carter and Commissioner Lashley were physically present. Commissioners Sutton and Boswell were calling in on the phone. Chair Galey thanked Commissioners Sutton and Boswell for agreeing to participate remotely so they could still have a present quorum and attend to the business of the county. She explained that they were spread out around the room since the Governor's Executive Order limited gatherings to no more than 10 people being physically present in a room. Chair Galey noted that during the course of the meeting, they may have a person leave and another person may come in. Chair Galey announced the other attendees physically present in the meeting room: Tory Frink, Clerk to the Board, Clyde Albright, County Attorney, Bryan Hagood, County Manager, Stacie Saunders, Health Director, Janna Elliott, Health Department, and Bruce Walker, Assistant County Manager/ Director of Information Technology.

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<th>Title</th>
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<td>Amy Scott Galey</td>
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<td>Eddie Boswell</td>
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<tr>
<td>Tim D. Sutton</td>
<td>Commissioner</td>
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Invocation - Commissioner Lashley

Approval of the Agenda

RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Lashley, Commissioner
SECONDER: Steve Carter, Vice Chairman
AYES: Lashley, Galey, Carter, Boswell, Sutton

Consent Agenda

RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Lashley, Commissioner
SECONDER: Steve Carter, Vice Chairman
AYES: Lashley, Galey, Carter, Boswell, Sutton

Appointments/Reappointments

Library Committee - Kristen Whitlow

Tax Refunds and Releases
Approval of tax refunds and releases, a copy of the tax refunds are set forth hereafter.

Occupancy Tax Late Fee Waiver-The Inn at Elon
Waiver of occupancy tax late payment fee for The Inn at Elon.

Fee Adjustment - Health Department
Approval of a new services and associated fees for the Health Department.

Authorizes Bryan Hagood, County Manager and Debbie Hatfield, Emergency Management Coordinator to execute documents with the NC Division of Emergency Management on federal grant applications and federal reimbursements.

**Approval of Minutes**

**Alamance County Board of Commissioners - Regular Meeting - Feb 3, 2020 9:00 AM**

**Presentations/Other Business**

**2839 : 2020 Motorcycle Safety Awareness Month - Chair Galey**
Chair Galey read a proclamation in recognition of Motorcycle Safety Awareness Month. The Concerned Biker's Association of Alamance County submitted their acceptance comments to be read in absentia by Clerk Frink and a Certificate of Appreciation to be presented to the Alamance County Board of Commissioners by County Manager Hagood.

| RESULT: | RECOGNIZED |

**Public Speakers**

Chair Galey apologized that she had accidentally skipped over Public Comments. She moved, seconded by Commissioner Lashley to hear from the citizens that had emailed public comments pertaining to an agenda item. The motion carried.

(Citizens may address the Board for no more than 3 minutes per speaker on topics which are related to this meeting agenda.) Citizens were encouraged to submit written comments or register to be called back during the meeting if they wanted to submit oral comments. Clerk Frink read the following public comment.

George Adams, 317 Bidney Dr. "Acc Budget request includes pay raises and new positions ? $ 5 million for Courthouse and jail repairs and renovations ? Petree building contract for $ 2.4 million for room for Social Services Staff ? Is the Social Service Building on Graham-Hopedale Rd not big enough for all the Staff ??? Please remember that even if you get your way and Gov Cooper begins to open back up on May the 8 th , all the restaurant people and hair salon people will have lost months of income while County government continue to draw ample pay checks and other benefits ! Due to the pandemic no increases in salary or taxes should transpire !"

**Commissioners' Responses**

**2875 : COVID-19 Update - Stacie Saunders, Public Health Director**
Stacie Saunders, Health Director, spoke that she was providing her update a little differently. She provided a landscape as of May 3, 2020 of the global and local response. She noted that there were 11,644 casse in North Carolina and 422 deaths. In Alamance County there were 123 confirmed cases cumulatively, 57 had been released from isolation, 64 active cases in isolation, 6 receiving hospital care and 2 COVID related deaths. Ms. Saunders gave a breakdown by race and ethnicity, age, and zip code. Chair Galey asked Ms. Saunders to speak about how much testing was happening. Ms. Saunders explained that several providers including the health department was collecting. She explained that Cone Health had recently opened some of the collecting a few days ago so they were seeing more people being tested. She also noted that people that have transportation to UNC and Duke may have gotten tested there since their test are a little more readily. Ms. Saunders commented that they were partnering with Cone Health and Piedmont Health Services to help increase collection access in neighborhoods and communities where transportation and insurance were limited.
Vice Chair Carter said he had a number of people ask how they can find out who has the coronavirus and how it affected law enforcement. Ms. Saunders explained that even during a communicable disease outbreak, the individuals still had privacy rights, HIPAA rights, and protection under state laws. She said it was highly unlikely that people's names or addresses would be released. She said there was a provision within those laws that allowed them to share with the communications dispatchers. First responders needed to have access to that knowledge ahead of time so they could draw their protective equipment so as not to expose themselves. She said they were allowed to share with dispatch the active cases but that information was not given to individual officers, not to the Sheriff’s Office and nor to the police chiefs.

Ms. Saunders informed the Board that they had identified an outbreak at a long-term care facility the previous week. She continued that the Department of Health and Human Services (DHHS) would be reporting bi-weekly on specific long-term care facility outbreaks on their website.

Commissioner Sutton complimented Ms. Saunders for being a trooper. He inquired about whether a citizen was charged if they showed up at the Kernodle Clinic asking to be tested. Ms. Saunders was not sure if there was a charge if a person went through a private group. She noted that if they were insured then it would be submitted to the insurance company for payment. However, Blue Cross/Blue Shield and many other insurance companies have waived those charges for COVID testing and COVID collection. She added that at the health department if a patient was at high risk or showed symptoms they were eligible for them to send it to the state lab which was typically no charge. He asked what was the typical charge. Ms. Saunders answered that LabCorp charged about $100. Commissioner Sutton commented that was fairly inexpensive. He asked Ms. Saunders whether they were going into these "hot spots" or concentrated zip code areas with more information that would help. Ms. Saunders remarked that was a great question and explained that Secretary Cohen had created 2 work groups that were charged with addressing marginalized communities or communities with disparities when it came to COVID infections or COVID morbidity.

Commissioner Boswell had questions and reiterated what Commissioner Sutton on the job that Ms. Saunders had done. He said he had watched over the weekend the state going through their cases. They had a graph showing the number of confirmed cases versus the number of test given. He opined that as a lay person that was a very accurate number because the more testing that was being done then there were a lot more cases. He asked Ms. Saunders is she used that graph. She answered that she looked at the state's dashboard several times a day, but trying to duplicate that locally was a little harder. She explained that any positive tests had to be reported to the local health department but the negative test results did not have to be reported. Ms. Saunders offered that the more testing sites reported those negative test results to the state database, them more likely there were to get a better denominator.

Chair Galey asked about contact tracing and if it was smart to keep a record of where she had been and who she had been in contact with should she test positive. She mentioned that she had not seen that as a recommendation. Ms. Saunders absolutely agreed that it was helpful because they were banking on people being able to recall their own history of they have been around.

RESULT: INFORMATIONAL

2876 : Proclamation: 51st Municipal Clerks Week - Chair Galey
Chair Galey read a proclamation in recognition of the "51st Municipal Clerks Week".

RESULT: RECOGNIZED

2867 : Alamance Community College FY 2020-21 Budget Presentation - Dr. Algie Gatewood, President of Alamance Community College

Dr. Algie Gatewood, President of Alamance Community College (remotely), thanked the Board for their support of ACC and he reviewed some quick highlights of the college. He was happy to present ACC’s budget request in the amount of $4,109,285. Scott Queen, Executive Vice-President, gave a brief update on ACC’s bond projects while Matt Banko, Chief Financial Officer, spoke on the college’s finances.

Dr. Gatewood announced that ACC had a very successful year and that enrollment had grown by 7.33% which he deemed outstanding. The curriculum offerings had grown to 45 programs and they continued to provide a combination of workforce development and continuing education programs. He mentioned that the university transfer agreements had grown to give students expanded opportunities. Dr. Gatewood continued that the college had been active in their local mobilization and response to COVID-19.

Scott Queen, gave an active bond project update on the progress of the current projects. He provided that the Biotechnology Center of Excellence and the parking project were currently on schedule. He was hopeful that the Public Safety Training Center would soon enter the initial design phase even though they were still negotiating a lease with Martin Marrietta. The Board of Trustees was scheduled to interview design firms virtually for the Student Services Center the following day.

Matt Banko gave the budget request for fiscal year 2021. He noted that the request was a little less than what was appropriated last fiscal year by $225,000. He believed it to be a conservative request of an increase of about $164,000 as well as a capital request of $80,000. ACC’s total request was $4.1 million which was less than the $4.3 million that was appropriated last year. Mr. Banko explained that the almost $165,000 increase was part of a 3-year plan that was going towards maintenance and utilities and $20,000 into salary and benefits. He explained that on the capital side they will have to put students in temporary spaces during the next year. They planned for system upgrade at about $108,000. He mentioned that they were currently funded about $798 per full-time enrollment.

Commissioner Boswell commented that it had been a pleasure serving on the ACC Board of Trustees and he noted that the college had done a fantastic job with the funds the county appropriated to them.

Commissioner Sutton mentioned that ACC was something to be proud of compared to other community colleges.

Commissioner Lashley spoke that ACC had done a great job and he was grateful for what they do and their work educating and training people for jobs.

RESULT: INFORMATIONAL

2873 : Approval of Financing Bid-Capital Plan Financing - Susan Evans, Finance Officer
County Manager Hagood said he wanted to take a moment to speak to this item. He said in the capital plan there was capacity to borrow $5 million this fiscal year to do a multitude of different projects. He said they needed to curtail some of these projects and they had the capacity. County Manager Hagood continued that they had already done at least $2 million worth of projects. He advised that he wanted to hold off on the remaining $3 million until they could see where they were heading next fiscal year. He said that Ms. Evans will present to them about borrowing this $2.2 million. He said that if they do not borrow those funds then they will use the unassigned fund balance because the work had already been done. He said that if they borrow those funds then the unassigned fund balance would be $5 million to the better by the end of this fiscal year because they would release $5 million in funds that were tied up in the reimbursement resolution.

Commissioner Sutton asked if he listed the projects that were being put on hold. County Manager said the main project that was being put on hold was the HVAC repair work at HSC because that project was a little over $2 million.

Susan Evans said the responses from the request for proposals were before them. She explained that working in conjunction with their financial advisor, Davenport and Company, they had issued request for proposals to place the loan in the amount of $2.2 million. They received 8 responses, she recommended that the bid be awarded to Capital One Financing. She said that they would be looking at a 15-year term and part of the loan would be taxable and part of it would tax exempt. Ms. Evans informed that the interest rate would be 2.09% and then the tax exempt interest rate would be 2.53%. She said the loan would be set up to where it would be 1 principal payment and 2 interest payment throughout the life of that loan.

Vice Chair Carter noted that it was prudent way to address this at this time by holding off on the additional work at this time and putting funds back into the fund balance, Commissioner Boswell and Chair Galey concurred.

**RESULT:** APPROVED [UNANIMOUS]
**MOVER:** Bill Lashley, Commissioner
**SECONDER:** Steve Carter, Vice Chairman
**AYES:** Lashley, Galey, Carter, Boswell, Sutton

**2857 : Request to Set Public Hearing for Capital Plan Financing - Susan Evans, Finance Officer**
Ms. Evans asked the Board to consider the resolution before them requesting to set a public hearing on financing this project for Monday, May 18, 2020 at 7:00pm.

Chair Galey introduced the following Resolution which was read by title, and moved it be adopted:

**RESOLUTION CALLING A PUBLIC HEARING ON WHETHER THE BOARD OF COMMISSIONERS FOR THE COUNTY OF ALAMANCE, NORTH CAROLINA SHOULD APPROVE A PROPOSED INSTALLMENT FINANCING TO FINANCE A PORTION OF THE COST OF VARIOUS PROJECTS**

**WHEREAS,** the County of Alamance (the “County”) has determined to finance a
portion of the cost of (i) renovating, repairing, equipping and improving the County’s jail facilities, (ii) renovating, repairing, equipping and improving the County’s emergency medical services garage, (iii) renovating, repairing, equipping and improving the County’s courthouse facilities and family justice center and (iv) renovating, repairing, equipping and improving the County’s human services center (collectively, the “Project”); and

WHEREAS, the County is considering undertaking an installment financing pursuant to G.S. §160A-20, as amended, for the purpose of providing approximately $2,200,000, together with any other available funds, for the construction and other accomplishment of the Project, and the County is authorized to do so only after a public hearing on such proposed agreement; and

WHEREAS, it is necessary to call a public hearing on such proposed installment financing agreement and acquisition of property;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners as follows:

1. A public hearing shall be held at 7:00 P.M., or as soon thereafter as the matter can be heard, on May 18, 2020 in the Commissioners’ Meeting Room on the 2nd Floor of the Alamance County Office Building at 124 West Elm Street, in Graham, North Carolina, for the purpose of considering whether the Board of Commissioners for the County (the “Board”) should approve such proposed installment financing and certain related documents pursuant to G.S. §160A-20, as amended, for the purpose of providing approximately $2,200,000, together with any other available funds, for the construction and other accomplishment of the Project. The County would secure the repayment by it of moneys advanced pursuant to such proposed agreement by granting a security interest in all or a portion of the Project and certain related property.

2. The Clerk to the Board shall cause a notice of such public hearing to be published in The Alamance News once at least 10 days before May 18, 2020.

3. This resolution shall take effect immediately upon its passage.

Thereupon, upon motion of Commissioner Lashley, seconded by Vice Chair Carter, the foregoing resolution was passed by the following vote:

AYES: Chair Galey; Vice Chair Carter; and Commissioners Boswell, Lashley and Sutton.

NAYS: N/A.

RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Lashley, Commissioner
SECONDER: Steve Carter, Vice Chairman
AYES: Lashley, Galey, Carter, Boswell, Sutton

2874 : Approval of Bid Award for Building Construction - County Manager Hagood
County Manager Hagood reviewed that Ron Petree had donated $3.2 million for a new county building to house Friendship Adult Day, Open-Door Clinic, and a function of DSS for family
visitation. He introduced Perry Peterson, President and Architect of Peterson/Gordon Architects, designer and overseer of the project, to make his presentation. Mr. Peterson spoke that 10 contractors had submitted bids which in construction land was a lot of bids. He said that 6 of them attended in this room and the remainder were in attendance via Facebook live. Mr. Peterson noted that the lowest bid received was from Bar Construction, Greensboro, NC. The Bar Construction bid was for $2,427,000 which was $375,000 under budget. He noted that he had worked with them before and knew they would do a terrific job. Mr. Peterson said the plan was to award the contract that day and start the work for the Anne Ivey Petree Building in June.

Vice Chair Carter said it was wonderful to have someone donating the funds and then when it comes in under the projected budget that was a good job.

Commissioner Boswell thanked Mr. Petree for his donation.

Chair Galey confirmed that the motion to award the bid for construction to Bar Construction and authorized County Manager Hagood to execute any contracts carried without opposition.

**RESULT:** APPROVED [UNANIMOUS]
**MOVER:** Steve Carter, Vice Chairman
**SECONDER:** Bill Lashley, Commissioner
**AYES:** Lashley, Galey, Carter, Boswell, Sutton

**2872 : Resolution Extension of Occupancy Tax Deadlines - Susan Evans, Finance Officer**
Susan Evans, presented a resolution that would provide a waiver of late fees to hotels in Alamance County. She said hotels would not be charged a late fee if they were unable to pay their occupancy taxes. She said it would extend from the month of April to July 20, 2020. Ms. Evans noted that the resolution provided notice to the hotels that if the occupancy tax for those months were not received by July 20th, the county would go back and impose those fees.

**RESULT:** ADOPTED [UNANIMOUS]
**MOVER:** Steve Carter, Vice Chairman
**SECONDER:** Bill Lashley, Commissioner
**AYES:** Lashley, Galey, Carter, Boswell, Sutton

**Budget Amendments**

**2868 : Approval to Accept NCDEQ Abandoned Mobile Home Grant**
Tonya Caddle, Planning Director, reviewed that they had applied for the Abandoned Mobile Home Grant. She explained that the county had received that grant in the past. Ms. Caddle advised they were awarded $15,000 and she asked the Board to accept that amount so they could move forward with the project.

Commissioner Lashley said this was a great way to get rid of some of those abandoned mobile homes.

**RESULT:** APPROVED [UNANIMOUS]
**MOVER:** Steve Carter, Vice Chairman
**SECONDER:** Bill Lashley, Commissioner
**AYES:** Lashley, Galey, Carter, Boswell, Sutton

**Public Speakers**
Citizens may address the Board for no more than 3 minutes per speaker on issues of public interest.)

**Commissioners' Responses**

**County Manager's Report**

County Manager Hagood informed the Board that he and staff were working on the budget and had not seen the March revenue figures for sales tax. He said he was expecting to receive that information any day. County Manager Hagood mentioned that he had a discussion with Dr. Benson at ABSS about the capital plan fund and the bond timeline. He wanted to let him know that he did not plan to fund them through the capital plan at the $3.3 million level for paygo capital that the plan called for because they were still unsure what was going to happen with sales tax.

Commissioner Sutton asked for a brief timeline of the budget presentation at the upcoming meetings. County Manager Hagood planned to bring Manager's recommended budget on June 1. He indicated there had been a discussion about a work session before June 15th.

Chair Galey said she was glad he brought that up so they could discuss and articulate thoughts about possibly having a budget workshop on June 8th. It was a consensus to have a budget workshop during the morning on June 8th.

**Commissioners' Comments**

Commissioner Boswell wished Chair Galey and County Manager Hagood, Happy Birthday!

Commissioner Sutton asked the county attorney to respond to the State of Emergency Declaration since there was an easing toward reopening. County Attorney Albright thought it needed to renewed since it expired every 5 days. Commissioner Sutton said there was a heading toward the easing of restrictions and he wanted to know the need for the state of emergency declaration. County Attorney Albright said they do it to emphasize the need for social distancing and limit gathering to 10 or less. Chair Galey offered that it had to do with FEMA for reimbursement of expenses incurred during the state of emergency. She was told by Debbie Hatfield, Emergency Management Coordinator, that it would help declaring a state of emergency in order to get reimbursed for COVID related expenses. She said it had really been a financial thing.

**Adjournment**

There being no further business to be brought before the Board, the meeting was adjourned at 11:02 AM

Respectfully Submitted,

____________________

CLERK TO THE BOARD
Alamance County Board of Commissioners

INFORMATION ITEM AGENDA ITEM

TO: Alamance County Board of Commissioners

FROM: Susana Goldman

DEPT: Library

MEETING DATE: 05/4/20

DATE SUBMITTED: 04/23/20

ISSUE/ACTION REQUESTED:

Alamance County Public Libraries is requesting the Board of Commissioners reappoint Ms. Whitlow to the Library Committee.

BACKGROUND/PURPOSE OF REQUEST:

The City of Mebane has recommended Kristen Whitlow to serve as their representative to the Library Committee. Alamance County Public Libraries is requesting the Board of Commissioners appoint Ms. Whitlow to the Library Committee for a term ending in June 2022.

FISCAL IMPACT:

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:

ACTION OF THE BOARD OF COMMISSIONERS

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Bill Lashley, Commissioner

SECONDER: Steve Carter, Vice Chairman

AYES: Lashley, Galey, Carter, Boswell, Sutton
TO: Alamance County Board of Commissioners  
FROM: Jeremy Akins  
DEPT: Tax  

MEETING DATE: 05/4/20  
DATE SUBMITTED: 04/23/20

ISSUE/ACTION REQUESTED:
Approval of Tax Refunds, Releases and Elderly, Disabled Exemptions; Elderly Disabled Extensions

BACKGROUND/PURPOSE OF REQUEST:
Tax refunds, releases, and elderly, disabled exemptions as well as elderly, disabled extensions

FISCAL IMPACT:

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:
Tax Refunds, Releases, ans Exemption-Extensions April 2020 (PDF)

ACTION OF THE BOARD OF COMMISSIONERS
RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER: Bill Lashley, Commissioner
SECONDER: Steve Carter, Vice Chairman
AYES: Lashley, Galey, Carter, Boswell, Sutton
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** YEAR TOTALS **

** 148.08 **

*** FINAL TOTALS ***

** 148.08 ** ** 89.23 **

*** NORMAL END OF JOB ***
TO: Alamance County Board of Commissioners  
FROM: Susan Evans

DEPT: Finance & Purchasing

MEETING DATE: 05/4/20  
DATE SUBMITTED: 04/24/20

ISSUE/ACTION REQUESTED:
The Board of Commissioners will be asked to consider a fee waiver for late payment of Occupancy Tax for the Inn at Elon.

BACKGROUND/PURPOSE OF REQUEST:
The Inn at Elon requests a waiver of a late payment fee in the amount of $461.70 for January 2020 Occupancy Tax.

FISCAL IMPACT:

COUNTY MANAGER'S RECOMMENDATION:

ATTACHMENTS:
Elon - Occupancy Tax Appeal Letter.pdf (PDF)

ACTION OF THE BOARD OF COMMISSIONERS

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Bill Lashley, Commissioner

SECONDER: Steve Carter, Vice Chairman

AYES: Lashley, Galey, Carter, Boswell, Sutton
April 8, 2020

Alamance County Finance Department
Attn: Susan Evans
124 W Elm Street
Graham, NC 27253

Dear Ms. Evans,

Please accept this letter as a formal request for the Alamance County Finance Department to waive penalties on The Inn at Elon LLC’s January 2020 Occupancy Tax Return.

The Inn at Elon opened in early January and did not receive remittance for Occupancy Tax due to Alamance County until March 2, 2020. Because of this delay, we were unable to submit payment on time.

Kindest Regards,

Tracy Nguyen

Tracy Nguyen
Accounting Assistant
tnguyen@charlestownehotels.com
470.216.7637
TO: Alamance County Board of Commissioners

FROM: Stacie Saunders

DEPT: Health Department

MEETING DATE: 05/4/20

DATE SUBMITTED: 04/22/20

DEPT: Health Department

ISSUE/ACTION REQUESTED:

Approval of request for new services and associated fees.

BACKGROUND/PURPOSE OF REQUEST:

Fees for health department services are authorized under NC G.S. 130A-39, provided that (1) they are in accordance with a plan recommended by the health director and approved by the Board of Health and the County Commissioners, (2) they are not otherwise prohibited by law.

1. New fees for new or existing services can be set at any time. The Board is advised at that time of the fee recommended and both the rationale for the fee and the cost analysis which set the rate. The Board then approves the fee and, if approved by the Board of County Commissioners, the fee is implemented immediately unless a different effective date is specified.

FISCAL IMPACT:

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:

fee request 04282020 (PDF)

ACTION OF THE BOARD OF COMMISSIONERS

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Bill Lashley, Commissioner

SECONDER: Steve Carter, Vice Chairman

AYES: Lashley, Galey, Carter, Boswell, Sutton
TO: Alamance County Board of Commissioners  
FROM: Stacie Saunders, Health Director  
DATE: April 22, 2020  
SUBJECT: Request for New Services and Associated Fees

According to our Fee Policy:

VI. POLICY:
Fees for health department services are authorized under NC G.S. 130A-39, provided that (1) they are in accordance with a plan recommended by the health director and approved by the Board of Health and the County Commissioners, (2) they are not otherwise prohibited by law.

1. New fees for new or existing services can be set at any time. The Board is advised at that time of the fee recommended and both the rationale for the fee and the cost analysis which set the rate. The Board then approves the fee and, if approved by the Board of County Commissioners, the fee is implemented immediately unless a different effective date is specified.

Please consider this request to begin offering the following new services. The attached spreadsheet demonstrates how we followed the Service Plan of the Fee Policy by determining the cost of providing these services based on staff time (cost analysis). Medicaid Reimbursement rates are listed. Because this is a newly approved service for local health departments, we did not survey other health departments.

- Telephone Encounter (Physician/QHP) 99441 (5-10 minutes) - $18.00
- Telephone Encounter (Physician/QHP) 99442 (11-20 minutes) - $29.00
- Telephone Encounter (Physician/QHP) 99443 (21-30 minutes) - $41.00

The 5-digit billing codes below and the associated fees are existing services and fees in our fee schedule. We are requesting to be able to use the modifiers CR and GT (CR -catastrophe/disaster related and GT-service has been provided via interactive audio-visual). Using these modifiers will allow us to bill for New Patient and Established Patient “office visits” using audiovisual technology.

- New Patient (New PFH, PFE, SF (C10 min)) 99201CR / 99201GT - $72.00
- New Patient (New EPFH, EPFE, SF (C20 min)) 99202CR / 99202GT - $105.00
- New Patient (New DH, DE, LC (C30 min)) 99203CR / 99203GT - $147.00
- New Patient (New CH, CE, MC (C45 min)) 99204CR / 99204GT - $216.00
- New Patient (New CH, CE, HC (C60 min)) 99205CR / 99205GT - $270.00
- Established Patient (Est. (Nurse) (C5 min)) 99211CR / 99211GT - $40.00
- Established Patient (Est. PFH, PFE, SF (C10 min)) 99212CR / 99212GT - $67.00
- Established Patient (Est. EPFH, EPFE, LC (C15 min)) 99213CR / 99213GT - $88.00
- Established Patient (Est. DH, DE, MC (C25 min)) 99214CR / 99214GT - $136.00
- Established Patient (Est. CH, CE, HC (C40 min)) 99215CR / 99215GT - $202.00
If approved, the Dental Clinic can use the following codes below paired with existing office visit billing codes and associated fees to bill for an “office visit” conducted over the telephone and/or with audiovisual technology. Because the charges for telephone line and subscription service for telemedicine is nominal, we are not recommending a fee for these codes; the office visit codes they will be paired with will be billed at the normal rate.

- Teledentistry Encounters Without Live Video, Recorded Video and/or Digital Photos D0999 - $0.00
- Teledentistry – synchronous; real-time encounter D9995 - $0.00
- Teledentistry – asynchronous; information stored and forwarded to dentist for subsequent review D9996 - $0.00

The Alamance County Board of Health met on April 21, 2020, and approved this request during that meeting.

Thank you for your consideration.
### Telephone Encounter (Physician/QHP) 99441 (5-10 minutes)

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<th>Price per min</th>
<th>Estimate of time (min)</th>
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Total Cost: $17.36666667 Rounded: $18

**Proposed fee**: $18

**Medicaid Reimbursement**: $11.89

**Commercial payor range**: 22.00-28.00

### Telephone Encounter (Physician/QHP) 99442 (11-20 minutes)

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Total Cost: $29.06 Rounded: $29

**Proposed fee**: $29

**Medicaid Reimbursement**: $23.16

**Commercial payor range**: 44.00-55.00

### Telephone Encounter (Physician/QHP) 99443 (21-30 minutes)

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Total Cost: $40.75333333 Rounded: $41

**Proposed fee**: $41

**Medicaid Reimbursement**: $33.95

**Commercial payor range**: 64.00-82.00
Alamance County Board of Commissioners
RESOLUTION AGENDA ITEM

TO: Alamance County Board of Commissioners
FROM: Debbie Hatfield
DEPT: Emergency Management

MEETING DATE: 05/4/20
DATE SUBMITTED: 04/16/20

ISSUE/ACTION REQUESTED:
Resolution of Designated Agent document that is needed to be eligible for expenses incurred for Covid-19.

BACKGROUND/PURPOSE OF REQUEST:
Alamance County Emergency Management requests the approval of the designation for Primary and Secondary Agents authorized to coordinate the federal reimbursements facilitated by North Carolina Division of Emergency Management. This program is designed to provide the capability to assist in expenses that occurred in Covid-19 event. We would like to request the approval to designate Bryan Hagood and Debbie Hatfield as the Designation of Applicant’s Agent for fiscal year 2020. The designated agents will coordinate with North Carolina Emergency Management on the federal grant application for these properties and administer the funds once received.

ATTACHMENTS:
DAA - Blank (002) (DOCX)

ACTION OF THE BOARD OF COMMISSIONERS
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Bill Lashley, Commissioner
SECONDER: Steve Carter, Vice Chairman
AYES: Lashley, Galey, Carter, Boswell, Sutton
## RESOLUTION
### DESIGNATION OF APPLICANT’S AGENT

**North Carolina Division of Emergency Management**

**Organization Name (hereafter named Organization)**

| Alamance County | Disaster Number: | FEMA-4487-NC |

**Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):**

**North Carolina Emergency Management**

**Applicant's Fiscal Year (FY) Start**

| 2020 | Month: 03 | Day: 15 |

**Applicant's Federal Employer's Identification Number**

| 56-6000271 |

**Applicant's Federal Information Processing Standards (FIPS) Number**

| - |

**PRIMARY AGENT**

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<th>Agent’s Name</th>
<th>BRYAN HAGOOD</th>
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**SECONDARY AGENT**

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<th>Pager or Cellular Number</th>
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BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _______ day of __________________, 20__.

**GOVERNING BODY**

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>AMY SCOTT GALEY</th>
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| Chair County Commissioners |

<table>
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<tr>
<th>Name and Title</th>
<th>TORY FRINK</th>
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**CERTIFYING OFFICIAL**

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>Amy Scott Galey</th>
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| Chair County Commissioners |

**CERTIFICATION**

I, ______________________________, (Name) duly appointed and ________________ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of __________________________ (Organization) on the _______ day of ________________, 20__.

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<th>Date:</th>
<th>Signature:</th>
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Packet Pg. 19
MINUTES OF THE REGULAR MEETING
OF THE ALAMANCE COUNTY BOARD OF COMMISSIONERS FOR ALAMANCE COUNTY
HELD ON MONDAY, FEBRUARY 3, 2020

Call to Order - Chair Galey

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<td></td>
</tr>
<tr>
<td>Amy Scott Galey</td>
<td>Chair</td>
<td>Present</td>
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</tr>
<tr>
<td>Steve Carter</td>
<td>Vice Chairman</td>
<td>Present</td>
<td></td>
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<tr>
<td>Eddie Boswell</td>
<td>Commissioner</td>
<td>Present</td>
<td></td>
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<tr>
<td>Tim D. Sutton</td>
<td>Commissioner</td>
<td>Present</td>
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Invocation - Commissioner Sutton

Public Speakers

(Citizens may address the Board for no more than 3 minutes per speaker on topics which are related to this meeting agenda.)

Chair Galey reviewed the public comment policy and the decorum of the audience.

Tom Green, citizen, shared that he had lived here for 30 years. He liked the county and Sheriff Johnson and personally did not feel under a threat at this time. He stated that he would like to have the 2nd Amendment Resolution put into place beforehand instead of waiting until it was needed.

Tom Stewart, citizen, spoke that he owned 10 acres of property on N. Jim Minor Road that adjoined the park on both sides. He continued that the property was between Hwy 54 and Hwy 119 and that it would be feasible for the school system to build the new high school there because it was in a good spot. Mr. Steward said that Hawfields Middle School was on one end and that Alexander Wilson was on the other end. He thought his property was an ideal location for a new school since it was located beside the park and the school could utilize the park facilities and save on constructing any new fields.

Carson Harkrader, CEO of Carolina Solar Energy, appreciated the Board looking at solar energy in the Heavy Industrial Development Ordinance (HIDO). She offered that if they looked at a separate solar energy ordinance in the future, it would be helpful if there was no moratorium in between.

Commissioners' Responses

Commissioner Carter brought up a question that he was asked over the weekend about the solar energy in relation to Class I. Chair Galey suggested discussing it when they got to that agenda item.

Approval of the Agenda

Chair Galey explained that there were a couple of changes that needed to be made to the agenda. She explained that Elon University staff was in attendance to present a certificate of appreciation to the Health Department on behalf of President Book. Chair Galey, seconded by Commissioner Lashley moved to add this item prior to the public hearings. The motion carried without opposition.
Commissioner Lashley, seconded by Vice Chair Carter moved for approval of the agenda as amended. The motion carried without opposition.

RESULT:  APPROVED AS AMENDED [UNANIMOUS]
MOVER:  Bill Lashley, Commissioner
SECONDER:  Steve Carter, Vice Chairman
AYES:  Lashley, Galey, Carter, Boswell, Sutton

Consent Agenda

Commissioner Lashley, seconded by Vice Chair Carter moved to remove item 6.B (Resolution Declaring Alamance County a Second Amendment Sanctuary County) from the consent agenda and have it as a presentation item. The motion carried without opposition.

Vice Chair Carter, seconded by Commissioner Lashley moved for approval of the consent agenda as amended. The motion carried without opposition.

RESULT:  APPROVED AS AMENDED [UNANIMOUS]
MOVER:  Steve Carter, Vice Chairman
SECONDER:  Bill Lashley, Commissioner
AYES:  Lashley, Galey, Carter, Boswell, Sutton

Appointments/Reappointments

Planning Committee for Services to the Elderly- Alesia Burnette & Jack Walker

Alamance County Community Services- Community Services Block Grant Application
Approval of the Alamance Community Services Community Block Grant Application and Budget for fiscal year 2020-21.

Tax Refunds and Releases
Approval of tax refunds and releases. A copy of the refunds are set forth hereafter.

Graham Library Lease Agreement - Library
Renewal of the library lease agreement with the City of Graham for the Graham Library located at: 211 S. Main St, Graham, NC (November 1, 2019- October 31, 2029).

Approval of Minutes

Alamance County Board of Commissioners - Regular Meeting - Oct 21, 2019 7:00 PM

Elon University Presented a Certificate of Accommodation to the Health Department for their Partnership during the Mumps Outbreak

Jon Dooley, Vice-President of Student Life, Elon University and Jana Lynn Patterson, Dean of Students, Elon University spoke on behalf of President Book to commend the work of the Alamance County Health Department. Mr. Dooley explained that the university received its first case of the mumps back in September. He noted that the university quickly became one of several universities that experienced a mumps outbreak. He continued that their staff reached out to Stacie Saunders, Health Director and her staff which educated students and parents on the mumps disease and the importance of receiving additional doses of the MMR vaccine. He noted that the health department facilitated access to thousands of doses of the vaccine. Mr. Dooley credited the partnership between the university and the health department and the preventative
measures that were taken to curtail the outbreak from being much worse. He praised the health department’s dedication and their team of professionals.

**Public Hearing**

**2800 : Historic Properties Commission - Historic District Boundary - Tonya Caddle**

Tonya Caddle, Planning Director, spoke that this was something that did not come up very often. She thought it had been nearly 20 years since the actual district came here. She spoke that there were 3 sites including the old Granite Mill that the state considered to be a discontiguous districts. Ms. Caddle continued that the state wanted the county to hold a public hearing on establishing this area as a historic district.

Commissioner Boswell, seconded by Commissioner Lashley moved to open the public hearing. No public hearing speakers wished to be heard from the floor.

Vice Chair Carter, seconded by Commissioner Lashley moved to close the public hearing.

Commissioner Lashley seconded by Vice Chair Carter moved to approve the designation as a historic district.

| RESULT:   | APPROVED [UNANIMOUS] |
| MOVE:     | Bill Lashley, Commissioner |
| SECONDER: | Steve Carter, Vice Chairman |
| AYES:     | Lashley, Galey, Carter, Boswell, Sutton |

**Public Hearing: Amendments to the Heavy Industrial Development Ordinance Regarding Renewable Energy Generating Facilities**

Tonya Caddle, Planning Director, reviewed that they were specifically looking at the renewable energy generating facilities portion in the Heavy Industrial Development Ordinance (HIDO). She noted that before them was the updated HIDO per the Planning Board's recommendation. Ms. Caddle noted that the only change pulled the renewable energy generating facility into a Class I.

Commissioner Carter said someone had asked him a question, if a farmer had a 200-acre parcel and they wanted to put a 5-acre solar farm in the middle of it. Under the current ordinance, would the farmer would have to put a 150 ft buffer all the way around the edge of the 200-acres. Ms. Caddle answered yes, but the buffer could be qualified with new planting or if the farmer had existing vegetation, arches, or mature trees that could be qualified.

Commissioner Boswell, seconded by Vice Chair Carter moved to open the public hearing. The following speaker wished to be heard from the floor.

Henry Vines, Snow Camp resident, inquired clarification on what he had read. He asked whether it was required to have that 150 ft buffer around the perimeter area of the property boundaries. He said that you could have that where the 150 ft was just related to the solar farm itself which he thought was appropriate. Mr. Vines spoke that it was written like there had to be a 150 ft on the property line all the way around there. He shared that he liked the idea of letting it be 150 ft around the facility but had concerns this could be complicated for solar farms the way that it was written. Mr. Vines also questioned whether creating a solar farm would cause someone's property to be removed from the present-use value program (PUV) or if it would remain qualified. He asked the Board to consider this during their discussion.
No other speakers wished to be heard from the floor. Commissioner Boswell, seconded by Commissioner Lashley moved to close the public hearing.

RESULT: APPROVED [UNANIMOUS]
MOVER: Eddie Boswell, Commissioner
SECONDER: Bill Lashley, Commissioner
AYES: Lashley, Galey, Carter, Boswell, Sutton

Presentations/Other Business

Review Renewable Energy Generating Facilities – Heavy Industrial Development Ordinance
Tonya Caddle, offered a point of clarity on the 150 ft landscape buffer, she said the 150 ft was actually the land-use spacing for Class II and not Class I. She said the land-use spacing was literally just the outside of operation or 150 ft from any protective facility. She noted that the landscape buffer was 50 ft in Class I.

Chair Galey asked whether the statement of consistency had to be included into the motion. Ms. Caddle responded yes and there were some bulleted items that needed to be read and that would satisfy state law.

Jeremy Akins, Tax Administrator, was called upon to answer the question raised about solar farms being in PUV. Mr. Akins explained that it almost certainly takes the property out of PUV and that he had heard of some creative uses of land or if they use sheep. If they could show that they are using sheep for grazing under the equipment and spacing it so they do not lose all the grass around it. He advised that if solar goes in then they would likely come out of PUV.

Chair Galey, seconded by Commissioner Lashley moved to approved the Heavy Industrial Development Ordinance as amended and included that the Alamance County Board of Commissioners hereby found that the proposed amendment to the Alamance County Heavy Industrial Development Ordinance to be consistent with the Alamance County Land Development Plan as adopted. Specifically, the Alamance County Board of Commissioners found that the Alamance County Land Development Plan directed the county to promote flexibility and development ordinances that developed conscious strategies for proactively managing the type of growth that was consistent with the county's overall vision and goals. Furthermore, the Board of Commissioners found that the proposed amendments were necessary to remove ambiguous and conflicting language within the existing ordinance.

RESULT: APPROVED AS AMENDED [UNANIMOUS]
MOVER: Amy Scott Galey, Chair
SECONDER: Bill Lashley, Commissioner
AYES: Lashley, Galey, Carter, Boswell, Sutton

2808 : Education Bond Project Management Update - County Manager Hagood
County Manager Hagood said this was a discussion that did not required no action. He reminded the Board that there had been discussions about the value of the county possibly having its own firm to be involved with the construction of the school system and community college projects.
He explained that they are getting ready to get into this work and he did not find it necessary for the county to hire its own firm. County Manager Hagood continued that they were preparing to get started on the 4 largest education bond projects. The school system was getting ready to kick
off on two of their largest projects; a new high school at an estimated cost of $67 million and the work at Southern High School which they estimate to be a little over $20 million. He spoke that the community college was in the beginning stages preparing for their largest projects: the Center of Excellence and the parking area at a combined $17.5 million and the Public Safety Training Center at $10.5 million. County Manager Hagood advised that a significant portion of dollars will be spent will be on these first 4 projects. He stated that the good news was that the school system and the community college had both chosen a method of delivery called the "Construction Manager at Risk (CMR)." He noted that when it came time to issue the debt for the projects they would be told a guaranteed maximum price. The CMR will be taking on that risk and responsibility and making sure that the projects come in at that price. County Manager Hagood spoke that the school system had chosen Samet for their CMR for the new high school and the work at Southern High School. Alamance Community College (ACC) had chosen Chrisman for the Center of Excellence but had not selected a CMR for the training center. Commissioner Boswell mentioned that ACC was planning to do a review of the design teams the very next day. County Manager Hagood reiterated that by far the most expensive projects were the new high school and the work at Southern High School. They just completed Elon Elementary and they do a lot of local work. He did not recommend that the county hire their own firm because it would be more expensive.

RESULT: BOARD REVIEWED

2807 : New High School Land Acquisition - Dr. Todd Thorpe, Asst. Superintendent of ABSS

Dr. Todd Thorpe, Assistant Superintendent of Alamance-Burlington School System, addressed Tom Stewart’s remarks about his property. Dr. Thorpe indicated that he had not physically observed the property but from his understanding it was an unsubstantial amount of property. He continued that the property was attached to the backside of the park. The park was one of the pieces of property that was looked at to see if it was feasible for a new high school. It did not rank high enough on the rankings due to water and sewer availability and the geography of the land. Dr. Thorpe said the goal was to find a piece of property that needed the least amount of work and close proximity to water. Chair Galey asked whether 10 acres would have been big enough for the new high school. Dr. Thorpe answered that it was not enough and that it took 50-60 acres to get everything needed on that same piece of property. He noted that the more acres then the better off for staging cars and keeping people off the road and possible future use for expansion. He provided Eastern High School as an example of school property that was landlocked with no space for expansion. Commissioner Carter asked how many acres was Eastern. Dr. Thorpe answered that Eastern was about 35 acres and Woodlawn was 20 acres. He mentioned Western High School had 35 acres but their softball field was off campus. Again, he said the goal was to create a campus where all the events would be held on that one campus.

Dr. Thorpe provided some handouts of the sites that selected by the Timmons Group which showed the proximity and scope of property that was available. He said that site #7 appeared to be the best fit for a new school with waterlines on the front and sewage on the rear. He said the largest packet included the land appraisal of the property. The market value on October 23, 2009 was determined at $2,260,000.

Chair Galey commented that one of the sellers was Nancy Scott Fuller and she was her dad’s first cousin. She advised that she had not participated in any formal discussions and had nothing to do
with this. She wanted to address this and assure everyone that there was no financial involvement. Chair Galey affirmed that she had a duty to vote would vote.

Dr. Thorpe told them that the Board of Education had approved this in closed session. They agreed to purchase price $2,142,500 based on a total property area of 96.35 acres according to the Alamance County tax records.

Commissioner Boswell, seconded by Commissioner Lashley moved to approve the price to be paid by the Alamance-Burlington Board of Education for the purchase of approximately 96.35 acres of property on NC Highway 119 in the amount of $2,142,500 subject to the adjustment either upward or downward from zoom 96.35 acres based upon the results of the Board surveying using a cost factor of $23,000 per acre.

| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Eddie Boswell, Commissioner |
| SECONDER: | Bill Lashley, Commissioner |
| AYES: | Lashley, Galey, Carter, Boswell, Sutton |

**2805 : Reimbursement Resolution - ABSS Bond Projects - County Manager Hagood**

County Manager Hagood explained that there was a new reimbursement resolution that was included in the agenda packet between the county and the school system. This new resolution will replace the resolution that was approved by the Board on April 15, 2019. The original resolution was for up to $3 million and the new resolution was up to the amount of $7,448,926. County Manager Hagood spoke that they were proposing increasing the amount to the school system up to $7.4 million. He said they now have an accurate land cost and the resolution will also cover costs that the school system had already incurred. He said that unassigned fund balance will be used to guarantee the cost.

Commissioner Carter asked for the total cost of the new high school project. Dr. Thorpe answered that it would be the full $67 million at this point. He continued that once Samet does its evaluation the maximum price would be established. Dr. Thorpe mentioned that they are aiming for $46 million for the actual cost of the high school building. County Manager Hagood said that once Samet establishes that maximum guaranteed price they will come back to the Board to issue that debt.

Commissioner Boswell introduced the following Resolution which was read by title, and moved it be adopted:

RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE COUNTY OF ALAMANCE, NORTH CAROLINA, DECLARING ITS INTENTION TO REIMBURSE SAID COUNTY FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN CAPITAL EXPENDITURES.

WHEREAS, the County of Alamance, North Carolina (the “County”), is a political subdivision organized and existing under the laws of the State of North Carolina; and
WHEREAS, the County has determined to pay the cost of expanding and improving the facilities for Alamance-Burlington School System, including the acquisition, construction and improving of additional school buildings and other school plant facilities, enlarging, reconstructing, renovating and replacing existing school buildings and other school plant facilities and acquiring any necessary land, furnishings, equipment and appurtenant facilities therefor, in order to provide additional school facilities in said County (collectively, the “Project”); and

WHEREAS, the Board of Commissioners for the County (the “Board”) has determined to advance certain moneys to pay such expenditures (the “Expenditures”); and

WHEREAS, such Expenditures are available only for a temporary period and it is and will be necessary to reimburse the County for the Expenditures from the proceeds of one or more tax-exempt financings of the County that are expected to be authorized by the Board (collectively, the “Tax-exempt Financings”).

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

The Board hereby declares the County’s intent to advance the Expenditures and to reimburse the County with the proceeds of the Tax-exempt Financings for the Expenditures. The County reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Tax-exempt Financings.

Each Expenditure was or will be (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Tax-exempt Financings, (c) a nonrecurring item that is not customarily payable from current revenues or (d) a grant to a party that is not related to or an agent of the County so long as such grant does not impose any
obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the County.

. The total estimated amount of Expenditures to be reimbursed is $7,448,926.

. The maximum principal amount of the Tax-exempt Financings expected to be entered into with respect to the Project is $150,000,000, plus such additional amounts, if any, as shall be determined to be reasonably necessary for the funding or payment of costs of entering into the Tax-exempt Financings.

. The County will make a reimbursement allocation, which is a written allocation by the County that evidences the County’s use of proceeds of the Tax-exempt Financings to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The County recognizes that exceptions are available for certain preliminary expenditures, costs of issuance, certain de minimis amounts, expenditures by small issuers (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least five years.

. This resolution shall take effect immediately upon its passage.

Thereupon, upon motion of Commissioner Boswell, seconded by Vice Chair Carter, the foregoing resolution was passed by the following vote:

Ayes: Chair Galey; Vice Chair Carter; and Commissioners Boswell, Lashley and Sutton.

Noes: N/A.

RESULT: APPROVED [UNANIMOUS]
MOVER: Eddie Boswell, Commissioner
SECONDER: Steve Carter, Vice Chairman
AYES: Lashley, Galey, Carter, Boswell, Sutton

2670 : Veterans Service Committee Appointments - County Manager Hagood
County Manager Hagood reviewed that 9 applications were submitted to fill 7 vacancies on the Veterans Service Committee and the by-laws allow for seven members. Applications were received by the following: Yolanda Kirby, Bernard King, Sean Ewing, Randall Isley, Harold Tyer, Gerald Peterman, Blake Williams, Gary Jackson, and Nate Chambers. He said that the Board may select 7 people to appoint to the committee at this time. Commissioner Boswell noted that this was quiet an impressive list and he said he had a list of names to recommend.

Commissioner Boswell, seconded by Vice Chair Carter moved for the appointments of Yolanda Kirby, Randall Isley, Harold Tyer, Gerald Peterman, Blake Williams, Gary Jackson and Nate Chambers to the Veterans Service Committee.

RESULT: APPROVED [UNANIMOUS]
MOVER: Eddie Boswell, Commissioner
SECONDER: Steve Carter, Vice Chairman
AYES: Lashley, Galey, Carter, Boswell, Sutton

A Resolution Declaring Alamance County A Second Amendment Sanctuary County
County Attorney Albright said he looked at state and federal constitutions. He proposed protecting the 2nd Amendment Rights under both constitutions. He sought to be mindful of the oaths that were taken as public officials. County Attorney Albright said that he purposely avoid using the word "sanctuary" county because it is a personal right that everyone has from the creator.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Carter, Vice Chairman
SECONDER: Bill Lashley, Commissioner
AYES: Lashley, Galey, Carter, Boswell, Sutton

2795 : Approval to Apply for Tourism Reimbursement Grant - Recreation & Parks Department - Brian Baker, Alamance Parks Director
Brian Baker, Director of Alamance Parks and Recreation, requested approval to apply for a small tourism grant in the amount of $5,000. The grant funds would be used for advertising and promotion of the Cane Creek Mountain natural area and the Haw River Trail. There was no county match required.

RESULT: APPROVED [UNANIMOUS]
MOVER: Steve Carter, Vice Chairman
SECONDER: Eddie Boswell, Commissioner
AYES: Lashley, Galey, Carter, Boswell, Sutton

Budget Amendments

Budget Amendment - Soil and Water Administration
Brad Moore, Soil and Water Conversation Administrator, requested approval of a budget amendment that would allow them to budget state funds to complete a current farmland preservation project. He said the project was around $269,000 and the county had $95,490 in assisting with this farmland preservation. Mr. Moore said this would allow them to permanently preserve 92.66 acres in the southern end of the county.
RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Lashley, Commissioner
SECONDER: Steve Carter, Vice Chairman
AYES: Lashley, Galey, Carter, Boswell, Sutton

Budget Amendment - Jail

County Manager Hagood spoke about the financial information. He wanted to make it clear that the funds were coming from Federal monies. He said that Sheriff Johnson could answer questions about the program. County Manager Hagood said the request was to increase the general fund budget for fiscal year 19-20. He emphasized that this would be using estimated revenues from the Immigration and Customs Enforcement Program (ICE). The dollar amount was for $1,019,250 based on the per diem at $135 per day and a guaranteed minimum of 50 beds per day. He noted that these were the same terms the county had with ICE for the previous year. The request was to increase the jail budget by $1,019,250 for the ICE Program.

Sheriff Johnson commented that the ICE Program had been running well. He thought that the county had done a good job with the finances. He said they were benefitting from this because they were getting individuals that have violated the law and they were being removed from the country.

RESULT: APPROVED [UNANIMOUS]
MOVER: Steve Carter, Vice Chairman
SECONDER: Bill Lashley, Commissioner
AYES: Lashley, Galey, Carter, Boswell, Sutton

Public Speakers

(Citizens may address the Board for no more than 3 minutes per speaker on issues of public interest.)

Mac Williams, President of Alamance Chamber, spoke in favor of the proposed sales tax that was scheduled for the March ballot. He presented a resolution that was unanimously approved by the Chamber Board that was in support of the sales tax measure.

Sam Moser, citizen, spoke about his concerns with trash on the highways. He shared that his daughter, Tammy Moser, had brought to his attention there was a campaign "Keep America Beautiful" that had started in 1971. He explained that while he had been recently putting up campaign signs for Henry Vines he had noticed how terrible the trash was on the roads. He asked the Board if they would support a litter campaign to clean up litter.

Commissioners' Responses

Commissioner Sutton asked if the "Adopt-a-Highway" program was still active. Chair Galey called on Sheriff Johnson to address Mr. Moser's comments.

Sheriff Johnson said his office was working on this. They already had the trailers and port-a-johns to pull behind the vans. He spoke that the problem was trying to find the personnel to go out with the individuals out on the highways.

County Manager's Report
Alamance County Fiscal Reoprt as of December 2019

Commissioners' Comments

Closed Session: N.C.G.S. 143-318.11(a)(3)

Vice Chair Carter, seconded by Commissioner Boswell moved to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) in order to preserve the attorney-client privilege between the county attorney and the Board and consult with the county attorney regarding the claims made in the case entitled: Stutts v Alamance County.

Vice Chair Carter, seconded by Commissioner Boswell moved to reconvene in open session. After reconvening in open session, Chair Galey reported that the Board had received legal advice from the county attorney concerning the settlement of the Stutts claim and had authorized the mediated settlement.

Adjournment

There being no further business to be brought before the Board, the meeting was adjourned at 11:19 AM

Respectfully Submitted,

____________________
__________________
CLERK TO THE BOARD
TO: Alamance County Board of Commissioners  
FROM: Tory Frink  
DEPT: County Clerk

RECOGNITION OF:

May is Motorcycle Safety Awareness Month.

PURPOSE OF RECOGNITION:

As more and more residents are turning to motorcycles as a form of recreation and with the warmer weather approaching; it is time to help remind drivers to be alert and share the road with motorcyclists and other types of vehicles.

ATTACHMENTS:
ALAMANCE COUNTY BOARD OF COMMISSIONERS

Proclamation

MOTORCYCLE SAFETY AWARENESS MONTH
MAY 2020

WHEREAS, as more and more residents are turning to motorcycles as a form of transportation and with the warmer weather approaching it is time to remind property owners to do their part to keep grass clippings and yard debris off of the roadways and encourage drivers to be alert and share the road with motorcyclist and other types of small vehicles; and

WHEREAS, the National Highway Traffic Safety Administration and the Motorcycle Safety have named May as Motorcycle Safety Awareness Month and May is traditionally the time that the number of motorcycles on roadways increases; and

WHEREAS, motorcycle riding is not only a popular form of recreation and transportation for thousands of citizens across North Carolina and Alamance County; but an economical means of transportation that reduces fuel consumption, road wear, and helps to alleviate traffic and parking congestion; and

WHEREAS, North Carolina has over 193,000 registered motorcycles and more than 177,000 licensed drivers who have either a motorcycle endorsement or a motorcycle learner’s permit; and

WHEREAS, across the state in 2018, there were 3461 motorcycle-related crashes that resulted in 169 fatalities and 2722 motorcyclist seriously injured; and

WHEREAS, it is important that the citizens of North Carolina and Alamance County be aware of motorcycles on our roadways and recognize the importance of motorcycle safety and share the roadways; and

WHEREAS, the safe operation of a motorcycle is enhanced through a combination of rider training and experience, good judgment, and a knowledge of traffic laws and licensing requirements and the use of highly visible safety gear; and

WHEREAS, several organizations, such as the Alamance County Concerned Bikers Association, along with the North Carolina Motorcycle Safety Education Program, and other state and local motorcycle clubs and riding/social clubs are committed to increasing the safe operation of motorcycles by promoting rider safety education programs; and

WHEREAS, Motorcycle Safety Awareness Month is designed to increase public awareness about motorcycles and safely sharing the road with motorcycles and to encourage their safe and proper use among motorcycle riders;
NOW, THEREFORE, BE IT RESOLVED THAT WE, the Alamance County Board of Commissioners, do hereby proclaim the month of May as “MOTORCYCLE SAFETY AWARENESS MONTH” in Alamance County, North Carolina, and urge all citizens to join in this effort to promote awareness, mutual respect, and safety on our roads.

Signed this 4th day of May 2020

________________________________________
Amy Scott Galey, Chair
Alamance County Board of Commissioners

Attest:

_______________________________________
Tory Frink, Clerk to the Board
TO: Alamance County Board of Commissioners

FROM: Stacie Saunders

DEPT: Health Department

MEETING DATE: 05/4/20
DATE SUBMITTED: 04/27/20

ISSUE/ACTION REQUESTED:

Health Director Stacie Saunders will provide an update on COVID-19.

BACKGROUND/PURPOSE OF REQUEST:

FISCAL IMPACT:

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:

ACTION OF THE BOARD OF COMMISSIONERS

RESULT: INFORMATIONAL
TO: Alamance County Board of Commissioners
FROM: Tory Frink
DEPT: County Clerk

MEETING DATE: 05/4/20
DATESubmitted: 04/29/20

RECOGNITION OF:

51st Municipal Clerks Week, the clerk position which is one of the oldest in local government.

PURPOSE OF RECOGNITION:

The International Institute of Municipal Clerks (IIMC) comprised of over 14,500 City, County, Town, Township, Village, Borough, and Deputy Clerks throughout the United States, Canada, and 15 other countries has sponsored Municipal Clerks Week since 1969. Presidents Reagan and Clinton respectively signed proclamations officially declaring the first full week of May as Municipal Clerks Week. This designated week is aimed at increasing the public's awareness of Municipal Clerks and the vital services they provide for local government and the community.

ATTACHMENTS:
ALAMANCE COUNTY BOARD OF COMMISSIONERS

Proclamation

51st MUNICIPAL CLERKS WEEK
May 3 - 9, 2020

Whereas, The Office of the Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Clerk is the oldest among public servants, and

Whereas, The Office of the Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, the Clerk serves as the information center on functions of local government and the community.

Whereas, Clerks continually strive to improve the administration of the affairs of the Office of the Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I, Amy Scott Galey, Chair of the Alamance County Board of Commissioners and on behalf of the Alamance County Board of Commissioners do recognize the week of May 3-9, 2020, as Municipal Clerks Week, and further extend appreciation to our County Clerk, Tory Frink and to all the other Municipal Clerks serving their municipalities in Alamance County for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 4th day of May, 2020

_______________________________
Amy Scott Galey, Chair
TO: Alamance County Board of Commissioners
FROM: Bryan Hagood
DEPT: County Manager
MEETING DATE: 05/4/20
DATE SUBMITTED: 

ISSUE/ACTION REQUESTED:
The Alamance County Board of Commissioners will receive a presentation from Alamance Community College leadership staff pertaining to the FY 2020-21 budget request from ACC.

BACKGROUND/PURPOSE OF REQUEST:
The Alamance County Board of Commissioners will receive a presentation from Alamance Community College leadership staff pertaining to the FY 2020-21 budget request from ACC.

FISCAL IMPACT:
COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:
ACC FY20-21 County Budget Request DRAFT 3.4.2020 (PDF)

ACTION OF THE BOARD OF COMMISSIONERS
RESULT: INFORMATIONAL
Alamance Community College Proposed 2020-2021 Budget

Organization Information
Organization Name: Alamance Community College
Contact Person & Title: Matt Banko, Controller
Address: PO Box 8000, Graham, NC 27253
Telephone: (336) 506-4243
FAX: (336) 578-3964
E-mail: matthew.banko@alamancecc.edu

Name & Title of Person Authorized to submit this request: Dr. Algie Gatewood, President

Financial Information
Date of most recent audit: FY Ending June 30, 2018
Has a copy been sent to Alamance County Finance Department?
   Yes ☒ No ☐

   • If a copy has not been sent to the Finance Department, please enclose a copy with this form when returning to the Finance Department.

   • If your agency has not been audited, please enclose a copy of your most recent financial statement.

Total Budget for FY 2019-20: $42,103,988
Amount of County Funding for FY 2019-20: 4,334,312

Budget Request Information
What is the total amount of your FY2020-21 budget request? $4,109,285
**Executive Summary**

Alamance Community College (College) is requesting current expense funding of $3,629,285 and capital outlay funding of $480,000 for a total 2020-21 appropriation of $4,109,285.

Increased current expenses are related to rising energy costs, additional maintenance, public safety support, and (moderate) increases in salary and longevity. This is year two of a three-year plan the College provided to the County in April 2019.

The priority capital requests are for needed repair and renovation projects. The majority of these can be covered by the expected annual appropriation of $330,000 (per County bond report prepared by Davenport & Co.). The largest request for temporary classroom space cannot be paid from state bond proceeds, but will be needed to provide necessary instructional space for programs displaced by the $5.7 million renovation projects.

**Current Expense Request**

**Explanation of Request**

The College continues to limit county-funded expenses to essential needs, including operating costs associated with nearly 455,000 square feet of facilities and more than 140 acres of grounds. Over the previous five years, the College has seen continued increases in utility costs, salaries (including benefits), and repairs. These increases, the new expenditures related to the creation of a Public Safety Department, added facility lease expenses, use of current reserves for emergency capital needs, and additional campus square footage have resulted in a challenging financial position.

Current expenses continue to outpace county current appropriations. The College has been able to manage the shortfalls through careful fiscal planning, optimal management of current and capital funds, and the use of reserves (fund balance). However, with depleted reserves the College can no longer bridge the gap between actual expenditures and appropriation.

In FY2020, the College submitted a three-year plan to the County that accounted for an increase in operating costs (e.g. energy, janitorial) consistent with general inflationary trends. The most significant increases have been realized in salaries (Executive Management, Public Safety, Grounds), facility leases for occupational education classes, operating expenses for additional square footage and acreage, utility expense, and repairs.

The following table displays the College’s current expense request for fiscal year ended June 30, 2020 in comparison to what was proposed over a three-year period. The total increase needed was presented as **$494,920** last year of which ACC received the requested year one increase of 164,973. The College is requesting this same amount for year two then once again in the 2021-22 budget cycle resulting in a total funding of $494,920 for the three-year period.
### Budget Summary

<table>
<thead>
<tr>
<th>County Budget Request</th>
<th>Three Year Request Presented in April 2019</th>
<th>2019-20 Budget</th>
<th>Remainder: Total 2 Year Request</th>
<th>2020-21 Request Increase 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Management</td>
<td>$108,000</td>
<td>$100,000</td>
<td>$8,000</td>
<td>$103,500 $3,500</td>
</tr>
<tr>
<td>General Administration</td>
<td>$506,637</td>
<td>$482,500</td>
<td>$24,137</td>
<td>$495,069 $12,569</td>
</tr>
<tr>
<td>Plant Operation</td>
<td>$2,781,250</td>
<td>$2,560,812</td>
<td>$242,227</td>
<td>$2,681,925 $121,113</td>
</tr>
<tr>
<td>Plant Maintenance</td>
<td>$398,372</td>
<td>$321,312</td>
<td>$55,582</td>
<td>$349,103 $27,791</td>
</tr>
<tr>
<td>Total Current Expense</td>
<td>$3,794,259</td>
<td>$3,464,624</td>
<td>$329,946</td>
<td>$3,629,597 $164,973</td>
</tr>
</tbody>
</table>

#### Current Expense Request Justification

**A. $3,500 Executive Management**

- **$3,500 (Salary and Benefit Increases):** The College has included a 3% increase for Fiscal Year 2021.

**B. $12,569 General Administration**

- **$12,569 (Longevity, Legal Services, Dental Premium Payments):** The 3% increase incorporated into the College’s budget model will support longevity payments and dental premiums. Legal Services will also need an increase in the upcoming year due to leases, and capital project contracts. An analysis of current year funding versus 2020-21 projected expenditures requires an increase of at least $25,514; amount requested for Fiscal Year 2021 is $12,569 (1/3 on the total increase).

**C. $121,113 Plant Operations**

1. **$55,170 (Utilities Cost Increases):**

   Utility costs have increased dramatically (39%) over the last three fiscal years. The largest known drivers of this increase are the addition of campus square footage and acres. More specifically, the Advanced Applied Technology Center (AATC) was added in Fiscal Year 2018 ($170K provided by County), 47-acre farm with structures added in Fiscal Year 2016, and general overall utility cost increases. Additionally, the College’s older heating and chilling systems are not operating at maximum efficiency and continue to cost more each year. The College is completing a Performance Contracting Program making energy system upgrades in order to improve its utility consumption and pay for these improvements through the savings on the utility expenditures. The total amount needed is $110,337; amount requested for Fiscal Year 2021 is $55,170 (1/2 of the total increase).
2. **$51,984 (Maintenance and Janitorial Fee Increase):**

   **Maintenance & Janitorial Fee Increase:** Since the annual fees paid to a vendor surpassed the $1 million threshold, the College was obligated to accept bids for these services. The College selected the vendor that offered the best value. The increase is for additional staff and general overall CPI increase. The total needed over the next two years is $103,968; amount requested for Fiscal Year 2021 is **$51,984** (1/2 of the total needed).

3. **$9,761 (Rental Facilities & Other):**

   This request is for funds necessary for rental and other operating costs not held on the Main Campus or Dillingham Campus. We expect continued increases in this line-item due to reaching capacity at our Dillingham Campus. Total allocation needed over the next two years is $19,521; amount requested for Fiscal Year 2021 is **$9,761** (1/2 of the total needed).

4. **$4,198 (Salary and Benefit Increases)**

   The College has included a 3% increase as well as funds for necessary for market rate adjustments for select County funded positions.

D. **$27,791 (Plant Maintenance Increase)**

   Based on an analysis of the prior three-year expenditures and meeting the upkeep needs of the facilities, the College needs a total increase of $55,582 for plant maintenance; amount requested for Fiscal Year 2021 is **$27,791** (1/2 of the total increase).
Capital Outlay Request and Justification

Completed & Active Projects in FY2020

Performance Contracting: $2,477,451
Print Shop relocation/renovation: 157,500
Campus Repair and Renovation Projects: 74,000
15 Passenger Van ordered and awaiting deliver: 53,500
Grounds Equipment: 8,714
Roof Repairs: 33,500

Total Funds Usage: $2,804,665

*15-year payoff cycle beginning May 2020 ending April 2035

Performance Contracting:
The College is nearly complete with extensive capital improvements to improve the efficiency of its heating, cooling, and lighting systems on the Main Campus. These improvements are funded through Performance Contracting. With the assistance of the energy service company Piedmont Service Group, the College has improved the design and operation of its HVAC and lighting equipment and will pay for the associated upgrades with the energy savings that will be realized. Many projects that were scoped out in prior years (e.g. approximately $2.4M of the previously requested $2.8M for HVAC Project Phases Two through Four) have been handled through performance contracting and will be paid over the next fifteen years beginning in May 2020.

Capital Funds Requested for Fiscal Year 2021:
Pursuant to the bond modeling report prepared by Davenport & Co., the College is set to receive approximately $330,000 for capital needs in Fiscal Year 2021. Below is a chart showing how the College plans to use these funds. All priority needs are included. Any expenditures over $330,000 will be carried forward to next fiscal year or paid through other funding sources such as institutional funds or grants.

Capital Projects Planned for Fiscal Year 2021:

<table>
<thead>
<tr>
<th>Project Name</th>
<th>County Funds</th>
<th>State Funds</th>
<th>Total Estimated Project</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary classroom space</td>
<td>$130,000</td>
<td>$5,750,339</td>
<td>$5,880,339</td>
<td>$130,000</td>
</tr>
<tr>
<td>Campus Renovations and Repairs</td>
<td>211,250</td>
<td>-</td>
<td>$211,250</td>
<td>211,250</td>
</tr>
<tr>
<td>Roof repairs</td>
<td>30,000</td>
<td>-</td>
<td>$30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>System Upgrades</td>
<td>$-</td>
<td>-</td>
<td>$-</td>
<td>-</td>
</tr>
<tr>
<td>IT Network Infrastructure</td>
<td>17,000</td>
<td>-</td>
<td>$17,000</td>
<td>17,000</td>
</tr>
<tr>
<td>Fire Suppression</td>
<td>20,000</td>
<td>-</td>
<td>$20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Main Building Diesel Generator</td>
<td>26,750</td>
<td>-</td>
<td>$26,750</td>
<td>26,750</td>
</tr>
<tr>
<td>Air Handling Unit #2</td>
<td>45,000</td>
<td>-</td>
<td>$45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Total Fiscal Year 2021 Request</td>
<td></td>
<td></td>
<td>$480,000</td>
<td></td>
</tr>
<tr>
<td>Planned County Appropriation</td>
<td></td>
<td></td>
<td>$330,000</td>
<td></td>
</tr>
<tr>
<td>Difference</td>
<td></td>
<td></td>
<td>$150,000</td>
<td></td>
</tr>
</tbody>
</table>

Unaudited
Capital Projects Planned for Fiscal Year 2021 (Explanations):

A. $260,000 (Temporary Classroom Space): The College is currently in the design phase for renovations expected to be completed in Fiscal Years 2021 and 2022 for the Animal Care and Management, Culinary Arts, Horticulture Technology, and Early College programs. Mobile classrooms will be necessary to accommodate these programs until the projects are complete.

The College will request $130,000 for FY2021 and $130,000 for FY2022.

B. $211,250 (Campus Renovations and Repair): The College’s student dining area will undergo renovations in FY2021. The majority of this project will be funded through the Connect NC (state) bond funds though a portion will need to come from county funds. Additionally, renovation projects are necessary to improve areas of the College that have been scheduled for upgrades including concrete repairs/replacement and bridge and walkway reinforcement.

C. $30,000 (Roof Repairs): These funds would be used to address annual preventive maintenance and repairs to campus roof systems.

D. $108,750 (System Upgrades): These funds would be used to complete the following system upgrades in FY2021:

- Information Technology Network Infrastructure: $17,000
- Fire Suppression System: $20,000
- Replacement of Main Building Diesel Generator: $26,750
- Air Handling Unit #2: $45,000
- $108,750

Other Information

Cost Control Indicator – County Current Funding per FTE

Total funding per FTE represents the County’s support per full-time equivalent student. If the current expense request is fully funded this year, the figure will result in an estimated $816 per FTE as compared to $798 per FTE for Fiscal Year 2020.

Comparing current expense county funding per FTE to other community colleges within the North Carolina Community College System (NCCCS) is a healthy measure to discern adequate funds to cover the College’s operating needs. The College compared current expense county funding for nine NCCCS institutions similar in size and/or in a surrounding area to ACC. As indicated below in the table and accompanying graph, ACC was the lowest out of the nine reviewed for fiscal year ended June 30, 2020. In addition, when comparing ACC’s funding per FTE to all 58 North Carolina Community, there are only eleven (11) that receive less funding per FTE than ACC; thus, ACC is the 12th lowest in County current funds per FTE for Fiscal Year 2020. The source of information for the below table and accompanying graph is the NCCCS website. This information is published annually.
<table>
<thead>
<tr>
<th>Rank (High to Low)</th>
<th>College</th>
<th>County Current Support per FTE</th>
<th>FTE</th>
<th>FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Durham Tech</td>
<td>1,752</td>
<td>5,038</td>
<td>2020</td>
</tr>
<tr>
<td>2</td>
<td>Guilford CC</td>
<td>1,554</td>
<td>10,636</td>
<td>2020</td>
</tr>
<tr>
<td>3</td>
<td>Rockingham CC</td>
<td>1,300</td>
<td>1,811</td>
<td>2020</td>
</tr>
<tr>
<td>4</td>
<td>Central Carolina CC</td>
<td>1,105</td>
<td>5,417</td>
<td>2020</td>
</tr>
<tr>
<td>5</td>
<td>Davidson County CC</td>
<td>1,088</td>
<td>3,706</td>
<td>2020</td>
</tr>
<tr>
<td>6</td>
<td>Catawba Valley CC</td>
<td>995</td>
<td>4,706</td>
<td>2020</td>
</tr>
<tr>
<td>7</td>
<td>Piedmont CC</td>
<td>982</td>
<td>1,653</td>
<td>2020</td>
</tr>
<tr>
<td>8</td>
<td>Randolph CC</td>
<td>887</td>
<td>2,950</td>
<td>2020</td>
</tr>
<tr>
<td>9</td>
<td>Vance Granville CC</td>
<td>861</td>
<td>3,012</td>
<td>2020</td>
</tr>
<tr>
<td>10</td>
<td>Alamance CC</td>
<td>798</td>
<td>4,339</td>
<td>2020</td>
</tr>
<tr>
<td><strong>Total of 58 NCCC</strong></td>
<td></td>
<td><strong>1,201</strong></td>
<td><strong>233,036</strong></td>
<td><strong>2020</strong></td>
</tr>
</tbody>
</table>

**County Current Funds per FTE - 2020**

[Bar graph showing the county current funds per FTE for 2020, comparing various colleges including Alamance CC, Vance Granville CC, Randolph CC, Piedmont CC, Catawba Valley CC, Davidson County CC, Central Carolina CC, Rockingham CC, Guilford CC, and Durham Tech.]
TO: Alamance County Board of Commissioners
FROM: Bryan Hagood
DEPT: County Manager

MEETING DATE: 05/4/20
DATE SUBMITTED: 04/24/20

ISSUE/ACTION REQUESTED:
The Board of Commissioners will be asked to approve the selection of a bank to provide capital financing to pay for necessary renovation projects.

BACKGROUND/PURPOSE OF REQUEST:
On September 16, 2019, the Board of Commissioners approved a resolution which allowed staff to start the process to borrow $5 million dollars for thirteen Alamance County renovation projects per the FY19-20 Capital Plan. The County was able to start the renovation process for Phase One, which consists of nine projects.

A Request for Proposals was issued on behalf of the County by Davenport & Company. As part of the process, responding institutions were asked to provide Non-Bank Qualified interest rates for a 15-year amortization term with the following tax treatment options: Tax-Exempt, Taxable and a Combination of Taxable and Tax-Exempt. There were eight responses submitted which were reviewed by Davenport & Company and the County Finance Officer. The lowest interest rate for a Combination of Taxable and Tax-Exempt financing bid was submitted by Capital One.

The County Manager will recommend that the Board of Commissioners approve the proposal from Capital One to finance Phase One of the renovation projects for a term of fifteen years with a Taxable Interest Rate of 2.09% and a Tax-Exempt Interest Rate of 2.53%. Upon approval, staff will finalize the Financing Contract which will be presented for approval at the May 18th Commissioners Meeting.

Please contact Alamance County Manager Bryan Hagood at 336-570-4044 with any questions.

FISCAL IMPACT:
COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:
Alamance County NC RFP Summary Memo(PDF)

ACTION OF THE BOARD OF COMMISSIONERS
RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Lashley, Commissioner
SECONDER: Steve Carter, Vice Chairman
AYES: Lashley, Galey, Carter, Boswell, Sutton
To Alamance County, North Carolina

From Davenport & Company LLC

Date May 4, 2020

Subject 2020 Installment Purchase Contract RFP Summary

Background
Davenport & Company LLC ("Davenport"), on behalf of Alamance County, NC (the "County"), distributed a Request for Proposals ("RFP") to secure a commitment for an Installment Purchase Contract to finance roof, HVAC and elevator improvements at the following County facilities, and pay related costs of the financing:

- Family Justice Center
- Historic Courthouse
- Human Service Center
- Detention Center
- JB Allen Criminal Court Building
- County Jail Facility
- Emergency Medical Services Garage

The RFP was distributed to over 50 National, Regional, and Local lending institutions. After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.

As part of the RFP process, responding institutions were asked to provide Non-Bank Qualified interest rates for a 15-year amortization term, with the following tax treatment options:

1. Tax-Exempt
2. Taxable
3. Combination of Taxable and Tax-Exempt

RFP Responses
Through this process, the County was able to secure eight responses to the RFP, including:

1. Bank of America Public Capital Corp ("BAPCC");
2. Capital One Public Funding, LLC ("Capital One");
3. First Bank ("First Bank");
4. JPMorgan Chase Bank ("JPMorgan");
5. Sterling National Bank ("Sterling");
6. Truist Bank ("Truist");
7. U.S. Bancorp Government Leasing and Finance, Inc. ("US Bank"); and
8. Zions Bancorporation ("Zions").

The following pages contain a summary of the key terms and conditions for the responses received.
May 4, 2020

Discussion Points

1. Interest Rate

A summary of the interest rates proposed by the 8 bidders is outlined in Table 1 below. The interest rates provided by all lenders except for JPMorgan are held firm through the anticipated closing date and fixed through final maturity. The JPMorgan proposal included indicative interest rates, which are locked upon acceptance of the proposal.

Table 1: Summary of Interest Rates

<table>
<thead>
<tr>
<th>Option</th>
<th>Option 1</th>
<th>Option 2</th>
<th>Option 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
</tr>
<tr>
<td>Tax Status</td>
<td>Tax-Exempt (15 Years)</td>
<td>Taxable (15 Years)</td>
<td>Taxable (2 Years)</td>
</tr>
<tr>
<td>1 Bank of America</td>
<td>2.37%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2 Capital One</td>
<td>2.49%</td>
<td>3.29%</td>
<td>2.09%</td>
</tr>
<tr>
<td>3 First Bank</td>
<td>2.09%</td>
<td>2.64%</td>
<td>-</td>
</tr>
<tr>
<td>4 Sterling National Bank</td>
<td>2.31%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5 Truist Bank</td>
<td>2.71%</td>
<td>3.27%</td>
<td>2.17%</td>
</tr>
<tr>
<td>6 US Bank</td>
<td>2.390%</td>
<td>3.029%</td>
<td>-</td>
</tr>
<tr>
<td>7 Zions Bank</td>
<td>2.84%</td>
<td>3.58%</td>
<td>3.58%</td>
</tr>
</tbody>
</table>

Note: JPMorgan provided 10 year rates that were indicative and subject to change. The rates offered were: 1.73% for a non-callable tax-exempt borrowing, 2.01% for a 3-year par call tax-exempt borrowing, 2.09% for a non-callable taxable borrowing, and 2.38% for a 3-year par call taxable borrowing.

Based on discussions with County Staff and Bond Counsel, Bond Counsel has determined that at least $270,000 of the project costs will need to be funded through a taxable financing to account for certain private activities as defined by IRS guidelines (largely attributable to the County Jail). As such, the remainder of this memorandum will focus on First Bank (lowest taxable rate under Option 2) and Capital One (lowest combined taxable / tax-exempt rate under Option 3).
May 4, 2020


Prepayment provisions offered by the select lending institutions are shown in Table 2 below.

**Table 2: Summary of Prepayment Provisions**

<table>
<thead>
<tr>
<th>Lender</th>
<th>Prepayment Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital One</td>
<td>In whole on any date beginning 4/1/2028 (only for the Tax-Exempt piece on Option 3). Partial prepayment is allowed subject to restrictions.¹</td>
</tr>
<tr>
<td>First Bank</td>
<td>In whole or in part at any time without penalty. Partial prepayments are applied in inverse order.</td>
</tr>
</tbody>
</table>

¹ (i) From proceeds other than refunding sources; (ii) once per calendar year per transaction; (iii) in a minimum amount of $250,000; (iv) in a maximum amount of $500,000; and (iv) provided that any such prepayment is applied to outstanding Loan principal in inverse order of maturity.

3. Bank Closing Fees

Bank closing fees required by the select lending institutions are shown in Table 3 below.

**Table 3: Summary of Bank Closing Fees**

<table>
<thead>
<tr>
<th>Lender</th>
<th>Bank Closing Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital One</td>
<td>$0</td>
</tr>
<tr>
<td>First Bank</td>
<td>$2,500</td>
</tr>
</tbody>
</table>
4. Estimated Debt Service

A summary comparison of the estimated debt service structure for the First Bank and Capital One proposals is shown in Table 4. The preliminary estimated debt service shown accounts for estimated costs of issuance.

Table 4: Summary of Debt Service

<table>
<thead>
<tr>
<th>Lender</th>
<th>Option 2 (Taxable)</th>
<th>Option 3 (Taxable / Tax-Exempt)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
<td>B</td>
</tr>
<tr>
<td></td>
<td>C</td>
<td>D</td>
</tr>
<tr>
<td></td>
<td>E</td>
<td></td>
</tr>
<tr>
<td><strong>Term</strong></td>
<td>15 Years</td>
<td>2 Years, 15 Years</td>
</tr>
<tr>
<td><strong>Prepayment Provisions</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,164,000</td>
<td>$2,061,056</td>
</tr>
<tr>
<td><strong>Sources</strong></td>
<td>$2,164,000</td>
<td></td>
</tr>
<tr>
<td>Par Amount *</td>
<td>$2,164,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,164,000</td>
<td></td>
</tr>
<tr>
<td><strong>Uses</strong></td>
<td>$2,164,000</td>
<td></td>
</tr>
<tr>
<td>Project Fund *</td>
<td>$2,164,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,164,000</td>
<td></td>
</tr>
<tr>
<td>**Interest Rate *</td>
<td>2.6400%</td>
<td></td>
</tr>
<tr>
<td>**All-In TIC *</td>
<td>3.3608%</td>
<td></td>
</tr>
<tr>
<td>**Closing Date *</td>
<td>6/9/2020</td>
<td>6/10/2020</td>
</tr>
<tr>
<td><strong>First Interest Payment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/1/2020</td>
<td>10/1/2020</td>
<td></td>
</tr>
<tr>
<td><strong>First Principal Payment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4/1/2021</td>
<td>4/1/2021</td>
<td></td>
</tr>
<tr>
<td><strong>Final Maturity</strong></td>
<td>4/1/2035</td>
<td>4/1/2022, 4/1/2035</td>
</tr>
<tr>
<td>**Debt Service **</td>
<td>$190,338</td>
<td>$152,984</td>
</tr>
<tr>
<td><strong>Fiscal Year</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>$198,328</td>
<td>$38,182</td>
</tr>
<tr>
<td>2022</td>
<td>194,500</td>
<td>191,235</td>
</tr>
<tr>
<td>2023</td>
<td>190,672</td>
<td>187,592</td>
</tr>
<tr>
<td>2024</td>
<td>186,844</td>
<td>183,949</td>
</tr>
<tr>
<td>2025</td>
<td>182,016</td>
<td>180,306</td>
</tr>
<tr>
<td>2026</td>
<td>178,214</td>
<td>176,662</td>
</tr>
<tr>
<td>2027</td>
<td>174,413</td>
<td>173,019</td>
</tr>
<tr>
<td>2028</td>
<td>170,611</td>
<td>169,376</td>
</tr>
<tr>
<td>2029</td>
<td>166,810</td>
<td>165,733</td>
</tr>
<tr>
<td>2030</td>
<td>163,008</td>
<td>161,090</td>
</tr>
<tr>
<td>2031</td>
<td>159,206</td>
<td>157,472</td>
</tr>
<tr>
<td>2032</td>
<td>155,405</td>
<td>153,854</td>
</tr>
<tr>
<td>2033</td>
<td>151,603</td>
<td>150,236</td>
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<tr>
<td>2034</td>
<td>147,802</td>
<td>146,618</td>
</tr>
<tr>
<td>2035</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,609,770</td>
<td>$303,056,2,282,857,2,585,613</td>
</tr>
</tbody>
</table>

* Preliminary and subject to change

1 (i) From proceeds other than refunding sources; (ii) once per calendar year per transaction; (iii) in a minimum amount of $250,000; (iv) in a maximum amount of $500,000; and (v) provided that any such prepayment is applied to outstanding Loan principal in inverse order of maturity.

Note: Additional Real Estate related costs may impact these debt service estimates (e.g., Title Insurance, Survey, etc.)
May 4, 2020

**Recommendation**

Based upon our review of the proposals, related analyses, and discussions with County Staff and Bond Counsel, Davenport recommends that the County select the Capital One proposal for Option 3 (combination of taxable and tax-exempt amortizations). Bond Counsel has determined that at least a portion of the loan must be financed on a taxable basis, thus eliminating Option 1 rates from the analysis. Rather than financing the full loan on a taxable basis, the County may achieve debt service savings by only financing the necessary costs (approximately $270,000) on a taxable basis and the remainder on a tax-exempt basis. The Capital One Option 3 rates allow for a lower total debt service cost than the First Bank taxable proposal (Option 2), as well as the lowest cost among the Option 3 rates received. Additionally, the Capital One proposal allows for the ability to prepay the loan in whole at any time after April 1, 2028, as well as the ability to prepay in part at any time subject to restrictions.

**Next Steps**

<table>
<thead>
<tr>
<th>Date</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 4th at 9:00am</td>
<td>County Board Meeting</td>
</tr>
<tr>
<td></td>
<td>▪ County Board considers approving a resolution calling for a Public Hearing to be held on May 18th</td>
</tr>
<tr>
<td></td>
<td>▪ County Board considers selecting a winning bank bidder (by motion and vote)</td>
</tr>
<tr>
<td>March 18th at 7:00pm</td>
<td>County Board Meeting</td>
</tr>
<tr>
<td></td>
<td>▪ County Board holds a Public Hearing</td>
</tr>
<tr>
<td></td>
<td>▪ County Board considers adopting an Approving Resolution</td>
</tr>
<tr>
<td>June 2nd</td>
<td>LGC considers approving the financing</td>
</tr>
<tr>
<td>By June 10th</td>
<td>Close on Financing</td>
</tr>
</tbody>
</table>

By June 10th Close on Financing
The U.S. Securities and Exchange Commission (the “SEC”) has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC (“Davenport”) has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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This material has been prepared for information purposes only and is not a solicitation of any offer to buy or sell any security/instrument or to participate in any trading strategy. Any such offer would be made only after a prospective participant had completed its own independent investigation of the securities, instruments or transactions and received all information it required to make its own investment decision, including, where applicable, a review of any offering circular or memorandum describing such security or instrument. That information would contain material information not contained herein and to which prospective participants are referred. This material is based on public information as of the specified date, and may be stale thereafter. We have no obligation to tell you when information herein may change. We make no representation or warranty with respect to the completeness of this material. Davenport has no obligation to continue to publish information on the securities/instruments mentioned herein. Recipients are required to comply with any legal or contractual restrictions on their purchase, holding, sale, exercise of rights or performance of obligations under any securities/instruments transaction.

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TO: Alamance County Board of Commissioners
FROM: Bryan Hagood
DEPT: County Manager

MEETING DATE: 05/4/20
DATE SUBMITTED: 04/24/20

**ISSUE/ACTION REQUESTED:**
Request to call for a public hearing on May 18, 2020 at 7:00pm concerning the Capital Plan Financing.

**BACKGROUND/PURPOSE OF REQUEST:**
On September 16, 2019, the Board of Commissioners approved a resolution which allowed staff to start the process to borrow $5 million dollars for Alamance County building renovations per the FY19-20 Capital Plan. At this time, $2.2 million dollars is needed for building renovations.

Staff has worked with Davenport & Company to issue a Request for Proposal for a bank loan. Those results were presented to the Board this morning.

The Board will now consider the "Resolution Calling for a Public Hearing on Whether the Board of Commissioners for the County of Alamance, North Carolina Should Approve a Proposed Installment Financing to Finance a Portion of the Cost of Various Projects"

This resolution sets a public hearing for May 18, 2020 at 7:00 pm and instructs the Clerk to the Board to publish a public notice once at least 10 days before May 18, 2020.

**FISCAL IMPACT:**

**COUNTY MANAGER’S RECOMMENDATION:**

**ATTACHMENTS:**
Microsoft Word - 13033475_2_Resolution Calling a Public Hearing-Alamance 2020 IFC (PDF)

**ACTION OF THE BOARD OF COMMISSIONERS**

RESULT: APPROVED [UNANIMOUS]

MOVER: Bill Lashley, Commissioner
SECONDER: Steve Carter, Vice Chairman
AYES: Lashley, Galey, Carter, Boswell, Sutton
A regular meeting of the Board of Commissioners for the County of Alamance, North Carolina, was held at 9:00 A.M., on May 4, 2020, in the Commissioners’ Meeting Room on the 2nd Floor of the Alamance County Office Building at 124 West Elm Street, in Graham, North Carolina, the regular place of meeting. The following Commissioners were:

Present: ____________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Absent: ____________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Commissioner ________________ introduced the following Resolution which was read by title, and moved it be adopted:

RESOLUTION CALLING A PUBLIC HEARING ON WHETHER THE BOARD OF COMMISSIONERS FOR THE COUNTY OF ALAMANCE, NORTH CAROLINA SHOULD APPROVE A PROPOSED INSTALLMENT FINANCING TO FINANCE A PORTION OF THE COST OF VARIOUS PROJECTS

WHEREAS, the County of Alamance (the “County”) has determined to finance a portion of the cost of (i) renovating, repairing, equipping and improving the County’s jail facilities, (ii) renovating, repairing, equipping and improving the County’s emergency medical services garage, (iii) renovating, repairing, equipping and improving the County’s courthouse facilities and family justice center and (iv) renovating, repairing, equipping and improving the County’s human services center (collectively, the “Project”); and

WHEREAS, the County is considering undertaking an installment financing pursuant to G.S. §160A-20, as amended, for the purpose of providing approximately $2,200,000, together with any other available funds, for the construction and other accomplishment of the Project, and

WHEREAS, it is necessary to call a public hearing on such proposed installment financing agreement and acquisition of property;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners as follows:

1. A public hearing shall be held at 7:00 P.M., or as soon thereafter as the matter can be heard, on May 18, 2020 in the Commissioners’ Meeting Room on the 2nd Floor of the Alamance County Office Building at 124 West Elm Street, in Graham, North Carolina, for the purpose of considering whether the Board of Commissioners for the County (the “Board”) should approve such proposed installment financing and certain related documents pursuant to G.S. §160A-20, as amended, for the purpose of providing approximately $2,200,000, together with any other available funds, for the construction and other accomplishment of the Project. The County would secure the repayment by it of moneys advanced pursuant to such proposed agreement by granting a security interest in all or a portion of the Project and certain related
2. The Clerk to the Board shall cause a notice of such public hearing to be published in The Alamance News once at least 10 days before May 18, 2020.

3. This resolution shall take effect immediately upon its passage.

Thereupon, upon motion of Commissioner __________________________, seconded by Commissioner ______________________, the foregoing resolution was passed by the following vote:

AYES: __________________

NAYS: __________________

*  *  *
STATE OF NORTH CAROLINA  )
COUNTY OF ALAMANCE )

I, TORY M. FRINK, Clerk to the Board of Commissioners for the County of Alamance,
DO HEREBY CERTIFY as follows:

1. A meeting of the Board of Commissioners for the County of Alamance, located in
the State of North Carolina, was duly held May 4, 2020, such meeting having been noticed, held
and conducted in accordance with all requirements of law (including open meetings requirements),
and minutes of that meeting have been or will be duly recorded in the Minute Book kept by me in
accordance with law for the purpose of recording the minutes of the Board of Commissioners.

2. The attached extract accurately reflects the actions taken by the Board of
Commissioners with respect to the matters therein.

3. That extract correctly states the time when the meeting was convened and the place
where the meeting was held and the members of the Board who attended the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the
seal of the County as of ________________, 2020.

(SEAL)  

______________________________________  
Clerk to the Board of Commissioners
Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

TO: Alamance County Board of Commissioners

FROM: Bryan Hagood

DEPT: County Manager

MEETING DATE: 05/4/20

DATE SUBMITTED: 04/24/20

ISSUE/ACTION REQUESTED:

The Board of Commissioners will be asked to approve the selection of a construction firm to complete the construction of the new facility intended to house Friendship Adult Day Services and the Open Door Clinic and to authorize the County Manager to sign necessary contract documents.

BACKGROUND/PURPOSE OF REQUEST:

With the aid of the Peterson/Gordon Architect firm, Alamance County has conducted a search for construction firms to build a new facility to house the Friendship Adult Day Services and the Open Door Clinic. These organizations are currently located in County facilities and will be relocated to the new building that is to be funded by a donation by Mr. Ron Petree.

A Request for Proposals was issued by the County via print advertisement, the County website, and direct email to contacts in the architects network. There were ten responses submitted which were reviewed by Peterson/Gordon and the County Purchasing Manager for compliance the specifications of the request. The lowest, responsive, responsible bid was submitted by Bar Construction for $2,427,000.

The County Manager will recommend that the Board of Commissioners approve the proposal from Bar Construction to complete the construction project for $2,427,000 under the oversight of Peterson/Gordon. Upon approval, a contract between Alamance County and Bar Construction will be drafted to be signed by the County Manager.

Please contact Alamance County Manager Bryan Hagood at 336-570-4044 with any questions.

FISCAL IMPACT:

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:

Bid Tabulation - Construction Firms for Petree Building (PDF)

ACTION OF THE BOARD OF COMMISSIONERS
RESULT: APPROVED [UNANIMOUS]

MOVER: Steve Carter, Vice Chairman

SECONDER: Bill Lashley, Commissioner

AYES: Lashley, Galey, Carter, Boswell, Sutton
## Bids for General Contract

**April 15, 2020**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>License #</th>
<th>Bid Bond</th>
<th>Base Bid</th>
<th>Alt. #1 Delete Canopy</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASJ Wilson Company</td>
<td></td>
<td></td>
<td>No Bid</td>
<td></td>
</tr>
<tr>
<td>Greensboro, NC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bar Construction Company</td>
<td>7973</td>
<td>5%</td>
<td>2,427,000</td>
<td>75,300</td>
</tr>
<tr>
<td>Greensboro, NC</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central Builders, Inc.</td>
<td>4176</td>
<td>5%</td>
<td>2,629,000</td>
<td>95,000</td>
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<tr>
<td>Mebane, NC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Davie Construction</td>
<td>3120</td>
<td>5%</td>
<td>2,524,732</td>
<td>88,335</td>
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<tr>
<td>Advance, NC</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Dreambuilt, Inc.</td>
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<td></td>
<td>No Bid</td>
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</tr>
<tr>
<td>Advance, NC</td>
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<td></td>
<td></td>
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<tr>
<td>Garanco, Inc.</td>
<td>34928</td>
<td>5%</td>
<td>2,642,800</td>
<td>111,000</td>
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<tr>
<td>Pilot Mountain, NC</td>
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<tr>
<td>H.M. Kern Construction</td>
<td>8542</td>
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<tr>
<td>Greensboro, NC</td>
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<tr>
<td>Holden Building Company</td>
<td>68119</td>
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<td>2,525,000</td>
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<tr>
<td>Greensboro, NC</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IDIAS Contracting</td>
<td></td>
<td></td>
<td>No Bid</td>
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<tr>
<td>Raleigh, NC</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Certified by:**

Perry Peterson

**Date:**

4-15-20
## Bids for General Contract

### April 15, 2020

<table>
<thead>
<tr>
<th>Company Name</th>
<th>License #</th>
<th>Bid Bond</th>
<th>Base Bid</th>
<th>Alt. #1 Delete Canopy</th>
</tr>
</thead>
<tbody>
<tr>
<td>MLB Construction Apex, NC</td>
<td>56418</td>
<td>5%</td>
<td>2,639,600</td>
<td>69,000</td>
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<tr>
<td>Muter Construction Zebulon, NC</td>
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<td>No Bid</td>
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<tr>
<td>MWM Construction Greensboro, NC</td>
<td>71079</td>
<td>5%</td>
<td>3,905,000</td>
<td>155,000</td>
</tr>
<tr>
<td>Romeo Guest Durham, NC</td>
<td></td>
<td></td>
<td></td>
<td>No Bid</td>
</tr>
<tr>
<td>RPM Partners Kernersville, NC</td>
<td></td>
<td></td>
<td></td>
<td>No Bid</td>
</tr>
<tr>
<td>Simcon Company, LLC Mt. Airy, NC</td>
<td></td>
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<td></td>
<td>No Bid</td>
</tr>
<tr>
<td>Stonewall Construction Burlington, NC</td>
<td>53398</td>
<td>5%</td>
<td>2,665,817</td>
<td>123,500</td>
</tr>
<tr>
<td>WC Construction Winston-Salem, NC</td>
<td>63557</td>
<td>5%</td>
<td>2,463,000</td>
<td>50,000</td>
</tr>
</tbody>
</table>

Certified by: [Signature]

Date: 4-15-20
Alamance County Board of Commissioners

RESOLUTION AGENDA ITEM

TO: Alamance County Board of Commissioners
FROM: Susan Evans
DEPT: Finance & Purchasing
MEETING DATE: 05/4/20
DATE SUBMITTED: 04/24/20

ISSUE/ACTION REQUESTED:
The Board of Commissioners will be asked to authorize waiver of late fees for occupancy taxes collected in April and May 2020 but not submitted to Alamance County by the due date.

BACKGROUND/PURPOSE OF REQUEST:
NCGS 153A-155 provides for the scheduling of Occupancy Taxes to be due and payable on the 20th of each month. Late fees would be waived through July 20, 2020. Should a property not submit the report and pay all taxes due by July 20, 2020, the County reserves the right to go back and charge late fees accordingly.

ATTACHMENTS:
Microsoft Word - Resolution to waive late fees (DOCX)
Commissioner.Letter of Supportfinal.pdf (PDF)

ACTION OF THE BOARD OF COMMISSIONERS
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Carter, Vice Chairman
SECONDER: Bill Lashley, Commissioner
AYES: Lashley, Galey, Carter, Boswell, Sutton
RESOLUTION FOR THE EXTENSION OF OCCUPANCY TAXES DEADLINE

WHEREAS, the national economy, the state economy and the economy in Alamance County has been negatively affected by the COVID-19 pandemic making it difficult for people to comply with tax listing deadlines for providing paperwork and for generating revenue for their businesses and keeping employees; and

WHEREAS, the Alamance County Board of County Commissioners desires to help citizens of Alamance County to comply with certain reporting and payment requirements to the County; and

NOW, THEREFORE, pursuant to the power vested in the Board by the Constitution and statutes of the State of North Carolina, be it RESOLVED THAT:

1. For those citizens and businesses subject to the Alamance County Occupancy Tax, all such taxpayers who have not paid their tax due on April 20, 2020, shall not be charged a late fee so long as the report is filed timely and the tax is paid by July 20, 2020. Should any such taxpayers be unable to pay the taxes due with their May 20, 2020 report on time, they shall not be charged a late fee so long as the report is filed timely and the tax is paid by July 20, 2020. Should these reports not be filed on time and the taxes owed on them not be paid by July 20, 2020, the County reserves the right to go back and charge late fees for reports not timely filed and taxes not paid in full by July 20, 2020. This provision does not apply to reports and taxes owed prior to the April 20, 2020 deadline. At this time it is expected that the June 20, 2020 tax report and corresponding payment will be made on time.

ADOPTED this ___ day of May, 2020.

______________________________________________
Chair, Alamance County Board of County Commissioners

ATTEST:

______________________________
Clerk to the Board
April 23, 2020

Commissioner Amy Galey, Chair
Commissioner Eddie Boswell
Commissioner Steve Carter
Commissioner Bill Lashley
Commissioner Tim Sutton
124 W. Elm Street
Graham, NC 27253

Dear County Commissioners:

My name is Kathleen Dukeshire, the current Board Chair for the Alamance County TDA. It is my pleasure to write this letter of support of a proposed resolution submitted on behalf of the Alamance County Tourism Development Authority (TDA).

As you well know, these are challenging times and we all look at new norms and the future of the hotel and hospitality industry. The Shelter in Place orders instituted by Alamance County and the State of North Carolina resulted in extremely low occupancy for the hotels which is likely to continue at least into the 3rd quarter. To assist in this, the TDA Board unanimously agreed that they would support a waiver of late fees/penalties on the collection of the Occupancy Tax through the remaining fiscal year. There would be no fees or penalties associated with the deferment of payments for April and May collections, to be paid by June 20th. June occupancy tax payments would return to the normal schedule due on July 20th.

The Tourism and Development Authority and hoteliers thank you for your consideration of this proposal.

Sincerely,

Katie Dukeshire
Board Chair
Alamance Count Tourism Development Authority
This item seeks approval to accept Abandoned Mobile Home Grant funding from NCDEQ to remove abandoned mobile homes.

BACKGROUND/PURPOSE OF REQUEST:
This item seeks approval to accept an abandoned mobile home grant in the amount of $15,000.00 from NCDEQ, and to amend the budget accordingly. These funds must be used to remove abandoned mobile homes as detailed in the attached agreement. These funds are for abandoned mobile homes located in the County's jurisdiction to include municipal limits. No additional County funding is required.

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Date</th>
<th>Project Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/04/20</td>
<td>Nuisance Abatement &amp; Metals Recycle Project Fund</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:

Please_DocuSign_8135_Alamance_County_agreement (PDF)
160 AMH Grant (PDF)

ACTION OF THE BOARD OF COMMISSIONERS

RESULT: APPROVED [UNANIMOUS]
MOVER: Steve Carter, Vice Chairman
SECONDER: Bill Lashley, Commissioner
AYES: Lashley, Galey, Carter, Boswell, Sutton
North Carolina Department of Environmental Quality
Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this 21st day of April 2020, by and between the NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY (the "Department") and ALAMANCE COUNTY (the "Grantee").

1. Audit and Other Reporting Requirements of the Local Government Commission. If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.

2. Contract Documents. The agreement between the parties consists of this document (the “Contract Cover”) and its attachments, which are identified by name as follows:
   a. State’s General Terms and Conditions (Attachment A)
   b. Department’s Request for Proposal ("RFP") (Attachment B)
   c. Grantee’s Response to RFP, including scope of work, line item budget, budget narrative and, if applicable, indirect cost documentation (hereinafter referred to generally as the “Award Proposal”) (Attachment C)
   d. Notice of Certain Reporting and Audit Requirements (Attachment D)
   e. Grantee’s Conflict of Interest Policy (Attachment E)

Together, these documents (the “Contract Documents”) constitute the entire agreement between the parties (the “Agreement”), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department’s Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. Precedence Among Contract Documents. In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

4. Contract Period. This Agreement shall be effective from April 21, 2020 to March 1, 2021, inclusive of those dates.

5. Grantee’s Duties. As a condition of the grant award, the Grantee agrees to:
   a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
   b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

1 The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): “recipient,” “applicant,” or “participant.”
c. Comply with the requirements of 09 NCAC 03M .0101, et seq. (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.

d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.

e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.

f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.

g. Obtain written approval from the Department’s Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.

h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.

i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

6. Historically Underutilized Businesses. Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330.

7. Department’s Duties. The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

8. Total Award Amount. The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed FIFTEEN THOUSAND DOLLARS ($15,000.00) (the “Total Award Amount”). This amount consists of:

<table>
<thead>
<tr>
<th>Type of Funds</th>
<th>Funding Source</th>
<th>CFDA No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriations</td>
<td>North Carolina General Assembly</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Account Coding Information:

<table>
<thead>
<tr>
<th>Dollars</th>
<th>GL Company</th>
<th>GL Account</th>
<th>GL Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,000.00</td>
<td>1602</td>
<td>536961</td>
<td>6760</td>
</tr>
</tbody>
</table>
Grantee Matching Information:

[X] a. There are no matching requirements from the Grantee.

[] b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

<table>
<thead>
<tr>
<th>In-Kind</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$</td>
</tr>
<tr>
<td>Cash and In-Kind</td>
<td>$</td>
</tr>
<tr>
<td>Other / Specify:</td>
<td>$</td>
</tr>
</tbody>
</table>

[] c. The Grantee’s matching requirement is $0, which shall consist of:

<table>
<thead>
<tr>
<th>In-Kind</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$</td>
</tr>
<tr>
<td>Cash and In-Kind</td>
<td>$</td>
</tr>
<tr>
<td>Other / Specify:</td>
<td>$</td>
</tr>
</tbody>
</table>

[] d. The Grantee is committing to an additional $0 to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is $15,000.00.

9. Invoice and Payment. The award funds shall be disbursed to the Grantee in accordance with the following provisions:
   a. The Grantee shall submit invoices to the Department’s Contract Administrator at least quarterly. The final invoice must be received by the Department within thirty (30) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department’s Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.

   b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, “allowable expenditures” are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.

10. Grantee’s Fiscal Year. The Grantee represents that its fiscal year is from July 1 to June 30.

11. Availability of Funds. The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

12. Reversion of Unexpended Funds. The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

13. Supplantation of Expenditure of Public Funds. The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

14. Contract Administrators. Each party shall submit notices, questions and correspondence related to this Agreement to the other party’s Contract Administrator. The contact information for each party’s Contract Administrator is set out below.
Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

<table>
<thead>
<tr>
<th>Grantee Contract Administrator</th>
<th>Department’s Contract Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tonya Caddle, Planning Director</td>
<td>David Hance</td>
</tr>
<tr>
<td>Alamance County Planning Department</td>
<td>North Carolina Department of Environmental Quality,</td>
</tr>
<tr>
<td>201 West Elm Street</td>
<td>Division of Environmental Assistance and Customer Service</td>
</tr>
<tr>
<td>Graham NC 27253</td>
<td>1639 Mail Service Center</td>
</tr>
<tr>
<td>Telephone: (336) 570-4052</td>
<td>Raleigh NC 27699-1639</td>
</tr>
<tr>
<td>Email: <a href="mailto:tonya.caddle@alamance-nc.com">tonya.caddle@alamance-nc.com</a></td>
<td>Telephone: (919) 707-8122</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:david.hance@ncdenr.gov">david.hance@ncdenr.gov</a></td>
</tr>
</tbody>
</table>

15. Assignment. The Grantee may not assign its obligations or its rights to receive payment hereunder.

16. Procurement. The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:

a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.

b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.

c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.

17. Subawards. The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.

18. Title VI and Other Nondiscrimination Requirements. Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

   Title VI of the Civil Rights Act of 1964, as amended;
   Civil Rights Restoration Act of 1987, as amended;
   Section 504 of the Rehabilitation Act of 1973, as amended;
   Age Discrimination Act of 1975, as amended;
   Titles II and III of the Americans with Disabilities Act of 1990, as amended;
   Title IX of the Education Amendments of 1972, as amended;
   Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
   Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal
assistance. For purposes of this provision, “program or activity” shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

19. E-Verify. To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.

20. Termination by Mutual Consent. This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.

21. Survival. Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.

22. Signature Warranty. The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

ALAMANCE COUNTY

By___________________________
Grantee’s Signature

_____________________________
Printed Name and Title

_______________________________________
Organization

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By___________________________
Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director

Printed Name and Title

Financial Services Division, Purchasing and Contracts Section

Division/Section

ORIGINAL
DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

(1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.

(13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:
(a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
(b) Include any person or entity designated by the Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

(a) Worker's Compensation: The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.

(b) Commercial General Liability: General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

(c) Automobile: Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at
all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee’s liability and obligations under the contract.

**Default and Termination**

**Termination by Mutual Consent:** Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

**Termination for Cause:** If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

**Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

**Confidentiality**

**Confidentiality:** As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

**Oversight**

**Access to Persons and Records:** The State Auditor and the using agency’s internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years
following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

**Record Retention:** The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

**Time Records:** The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

**Miscellaneous**

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

**Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

**Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

**Sovereign Immunity:** The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

**Gratuities, Kickbacks or Contingency Fee(s):** The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

**Lobbying:** The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.
By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

1. have a contract with a governmental agency; or
2. have performed under such a contract within the past year; or
3. anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.
Abandoned Manufactured Homes Grant Program
REQUEST FOR PROPOSAL
Division of Environmental Assistance and Customer Service
N.C. Department of Environmental Quality (NC DEQ)

The purpose of this grant program is to assist counties with implementing Abandoned Manufactured Home Clean-up Programs. The Division of Environmental Assistance and Customer Service (DEACS) within the N.C. Department of Environmental Quality (NC DEQ) administers the Abandoned Manufactured Home (AMH) Grant Program through the Solid Waste Management Outreach Program.

With the release of this request for proposals (RFPs), DEACS is accepting applications for grant funding from North Carolina counties seeking to participate in the Abandoned Manufactured Homes Grant Program.

Applicants should carefully read this entire document prior to applying for an AMH grant. There are many details in this grant application and the county staff need to be fully aware of them to provide the best possible application and have the greatest chance of getting grant funding. For assistance, potential applicants are strongly encouraged to contact David Hance, AMH Grant Program Administrator at (919) 707-8122 or david.hance@ncdenr.gov.

Application Deadline: 5:00 p.m. on Tues., Dec. 3, 2019.

Eligible Entities:
Only North Carolina county governments are eligible for funding through the AMH Grant Program.

Applicants with current, open DEACS AMH grant contracts will not be considered for funding. Applicants that have failed to complete and submit the required Local Government Solid Waste and Materials Management Annual Report will not be considered for funding.

Types of AMH Grants:
There are two types of AMH grants available:

(1) AMH Planning Grant: Available to first-time applicants in Tier 1 and Tier 2 counties, AMH Planning Grants are designed to assist counties in gaining a more precise understanding of the AMH challenges in their jurisdiction and how they will be addressed. A planning grant may be applied for with a cleanup grant or may be applied separately. See sections below for more information on planning requirements, planning grants, and funding availability.

(2) AMH Cleanup Grant: AMH Cleanup Grants are designed to assist counties with the demolition and cleanup costs associated with the removal of abandoned manufactured homes within their jurisdiction. Applicants for an AMH Cleanup Grant must have either previously received an AMH Planning Grant, submit in conjunction an application for an AMH Planning Grant (if eligible), or submit in conjunction a written plan for the management of AMH within their jurisdiction.

Available Funding:
DEACS has limited funds for the Abandoned Manufactured Home Grant Program and has allocated $80,000 for AMH grant funding for fiscal year 2019-20. Upon consideration of the proposals, DEACS reserves the right to revise the amount spent for this grant cycle. Contract execution and disbursement of funds are contingent upon the availability of fund to DEACS for this purpose.

The amount of funding available to each applicant through an AMH Grant is determined by the a county’s designation by the N.C. Department of Commerce as a development Tier 1, 2, or 3 area (map of tier designations) as set forth by G.S. 143B-437.08.
Regardless of total funds received by a particular county, the type of funding a county may receive is dictated by NCGS 130A-309.115 (c) for counties based on economic stress levels under the NC Department Commerce economic tier map and listing. Planning grants may be used to support the development of a County’s written plan for the management of abandoned manufactured homes (AMHs) and/or to identify and inventory the number abandoned manufactured homes in a community. Planning grants may be separate from or incorporated into the initial AMH Grant Program application and contract. Tier 3 counties are not eligible for supplemental funds or planning grants.

The following table summarizes the types of funds for the AMH Grant Program based on tiers levels:

<table>
<thead>
<tr>
<th>AMH Grant Funding Availability</th>
<th>Tier 1 or 2 County</th>
<th>Tier 3 County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning Grant <em>(one-time only)</em></td>
<td>Eligible</td>
<td>Not eligible</td>
</tr>
<tr>
<td>Clean-up Grant</td>
<td>Eligible</td>
<td>Eligible</td>
</tr>
<tr>
<td>Supplemental award for clean-up</td>
<td>Eligible</td>
<td>Not eligible</td>
</tr>
</tbody>
</table>

**Required Written Plan:**

The statutory foundation for addressing abandoned manufactured homes is found in Session Law 2013-409. **The statute requires that for a county to be eligible for AMH Grant Program funding, the county must have a specific written plan for the management of abandoned manufactured homes.**

Each county that is seeking AMH grant funds to remove units must submit a written plan with the grant application. This requirement impacts both new applicants and those who have applied as repeat grantees. The only exception are first-time applicants seeking a planning grant only. First-time grantees receiving a planning grant separate from a cleanup grant must submit a written plan as an attachment to their final report at the end of the contract period to fulfill the requirements of the planning grant contract.

At a minimum, this written plan must address the following four items:

- A method by which the county proposes to identify abandoned manufactured homes in the county, including, without limitation, a process by which manufactured homeowners or other responsible parties may request designation of their home as an abandoned manufactured home.
- A plan for the deconstruction of these abandoned manufactured homes.
- A plan for the removal of the deconstructed components, including mercury switches from thermostats for reuse or recycling, as appropriate.
- A plan for the proper disposal of abandoned manufactured homes not deconstructed.

When applying for an AMH Cleanup Grant, applicants must provide a copy of their written plan for the management of abandoned manufactured homes. This plan must address each of the four required provisions listed above.

DEACS will *not* accept references to county ordinances, solid waste plans or other documents *in lieu of* an actual written plan that follows the four points listed above.

Grantees who have received an AMH grant in the past are required to submit any significant changes to their final written plan with the final report they send in on a grant. Things that may necessitate that change could include changes acted upon by the county board, significant amendments to ordinances, changes to any other documents used to support program, or some administrative change enacted by the county government.

Contact David Hance, AMH Grant Program Administrator at (919) 707-8122 or david.hance@ncdenr.gov if program changes occur or if you have any questions.
**AMH Planning Grant:**
As stipulated in Section 5 of Session Law 2008-136, counties designated as Tier 1 or Tier 2 areas may request a Planning Grant of up to $2,500. These funds may be used to prepare a plan for the management of abandoned manufactured homes and to identify abandoned manufactured homes within their jurisdiction for potential abatement. In receiving a planning grant from DEACS, the county is making a commitment to pursue an AMH demolition and cleanup grant either in conjunction with the planning grant or in a later grant round.

Eligible applicants may choose to apply for a planning grant either **in conjunction with** or **separately from** their application for an AMH cleanup grant.

- **Where a planning grant is applied for separately from a cleanup grant by a NEW grantee, these small grants are exempt from grant RFP deadlines and may be applied for anytime during a fiscal year, provided funds are still available.**
- Any grantee that applies for a cleanup grant **with** a planning grant is subject to deadlines and other requirements of the RFP for new applicants.
- Repeat grantees are not eligible for a planning grant.

Any first-time Tier 1 or Tier 2 applicant may apply for an AMH Planning Grant as a stand-alone grant during a grant-round in advance of applying for a full AMH demolition and cleanup grant in a later year. The applicant will need to demonstrate in the application that the county board or program manager intends to apply for an abandoned manufactured home (AMH) cleanup grant. Acceptable proof of the intent to pursue an AMH cleanup grant includes board minutes showing a favorable vote, a resolution from the county board, a letter from the board chairman, or a letter from the AMH program manager stating the intent to pursue an AMH grant in a later round.

Counties are directed by statute to pursue sharing of the cost of managing AMH units with responsible parties. Counties should attempt to recover costs that exceed $1,000 spent on a project from the responsible party prior to seeking reimbursement of grant funds. The steps required for recovering costs from responsible parties are outlined in G.S. 130A-309.114 subsection c. For more information on the amount of grant funding available for the deconstruction of individual units, please see the description of the AMH Cleanup Grant below.

**AMH Cleanup Grant:**
Counties may develop abandoned manufactured home (AMH) clean-up programs that are mandatory, voluntary or any combination thereof. Counties are encouraged to develop programs that incorporate both voluntary and mandatory components. Counties are also strongly encouraged to incorporate up-front cost recovery practices into their programs to ensure that the most efficient and effective use of state grant funding is achieved. Counties may directly conduct clean-up of abandoned manufactured home units of they may contract with a private entity or another unit of local government to conduct clean-up operations.

The maximum amount of money a grantee may use for each AMH demolition is dependent on the county’s annual tier designation (Tier 1, Tier 2, or Tier 3) from the NC Department of Commerce. In addition, the allowable reimbursement amounts per unit are based on the size of the mobile home unit deconstructed (single- or double-wide unit). **Use of grant funds to support the demolition and removal of triple-wide units is no longer allowed.**

The AMH Grant Program reimbursement schedule allows for Tier 1 and Tier 2 counties to be reimbursed $1,000 for the management of single-wide units, plus a supplemental reimbursement of $500 to assist with the disposition of abandoned manufactured homes. Counties are encouraged to seek program cost savings through operation efficiencies and to recover costs that exceed $1,000 from responsible parties prior to using supplemental funds. When applying for an AMH Grant, the applicant’s AMH program description must describe the approach towards seeking funds from responsible parties. **Reimbursement of supplemental funds is made at the discretion of DEACS.**
Apart from planning grants, reimbursement will only be made for operating expenses directly related to the management of abandoned manufactured homes. If a county is using a contractor for deconstruction operations, documentation of disposal/deconstruction costs will be through contractor invoices, tipping fee invoices, and general full cost accounting. If the program is run internally, documentation of costs will be through full cost accounting of program expenses using an accounting methodology agreed upon by the county and DEACS. If a third party is administering or operating aspects of the abandoned manufactured homes (AMH) program, reasonable fees paid for program administration will be considered reimbursable, and details of anticipated administrative costs should have been provided as a part of the county’s program budget in the grant application.

In order to minimize the amount of time spent managing reimbursements, requests for reimbursement should be submitted on a quarterly basis or when a grantee has accumulated a minimum of 5 deconstructed units. DEACS may make exceptions to this on a case-by-case basis.

**Funding Period:**
AMH Grant Contracts will be written for the minimum contract term of one (1) year and a maximum contract term of two (2) years. Applicants should carefully consider the need and demand for AMH deconstruction in their community as they determine whether to seek a one (1) year or two (2) year grant term and develop their grant timeline. Grantees must expend grant funds within the grant contract term unless the term is extended by written agreement between the grantee and the N.C. Department of Environmental Quality.

**How to Submit a Proposal:**
One electronic copy of the proposal must be submitted to David Hance at david.hance@ncdenr.gov. Please submit electronic applications as Microsoft Word (preferred) or Adobe (PDF) attachments. If you are unable to apply electronically, please contact David Hance at 919-707-8122 for alternative arrangements. Please note that the application deadline still applies.

**Due Date:**
Proposals MUST be received by DEACS by 5:00 p.m. on Tues., Dec. 3, 2019.

Proposals received after the deadline will NOT be considered. Local governments requiring board approval to apply for grant funds should plan to procure that approval before the submittal deadline.

Receipt of all proposals will be acknowledged by email. It is the responsibility of applicants submitting a proposal to contact our office if they do not receive a confirmation. No arrangements will be made for lost applications after the due date. If you do not receive a confirmation that your application has been received, contact David Hance at david.hance@ncdenr.gov or 919-707-8122 as soon as possible.

**Grant Selection Process:**
The selection committee will use the pre-established criteria below to rank proposals and make award decisions. A total of 100 points is available. Applicants are encouraged to consider the award scoring criteria as they develop their grant proposals. It is incumbent on the county staff to make the best possible case for grant funding of your proposal to the DEACS staff.

### Maximum Per Unit Reimbursement Schedule

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Tier 1 and 2 Counties</th>
<th>Tier 3 Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Wide</td>
<td>$1,500.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Double-Wide</td>
<td>$2,500.00</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>
### Award Scoring Criteria

<table>
<thead>
<tr>
<th>Available points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(0 - 25 points)</td>
<td>1. Project Planning/Experience</td>
</tr>
<tr>
<td></td>
<td>Does the grant application adequately address all the required items described on pages 6-8? Does the proposal indicate sufficient program planning to ensure the success of the proposed project? Is the proposal well thought-out, well researched and backed by valid facts and assumptions? Did the grantee submit an implementation timeline and accurate budget tables for expenses and revenues?</td>
</tr>
<tr>
<td>(0 - 25 points)</td>
<td>2. Written Plan Assessment</td>
</tr>
<tr>
<td></td>
<td>Does the county’s AMH Written Plan that meet the requirements outlined on page 2 to identify AMHs, establish a process for responsible parties to request AMH designation, plan for the deconstruction of identified AMHs, plan for the appropriate removal and recycling of deconstructed components, and a plan for the proper disposal of other AMHs? Are all the elements listed included in the application? Is the rest of the proposal consistent with the Written Plan in the application requirements?</td>
</tr>
<tr>
<td>(0 - 10 points)</td>
<td>3. Cost Effectiveness &amp; Cost Sharing with Homeowners</td>
</tr>
<tr>
<td></td>
<td>Does the proposal effectively utilize limited funds and provide a mechanism for partial cost recovery? How does the proposal utilize homeowner or landowner funds to advance AMH demolition, disposal or recycling? How much will the average homeowner need to pay to get participate in the program? If the county pays a standard charge for demolition and/or disposal and does not directly charge homeowners fees, can the portion of that charge that could be supported by homeowners as revenue be estimated and what is that amount?</td>
</tr>
<tr>
<td>(0 - 10 points)</td>
<td>4. Effectiveness</td>
</tr>
<tr>
<td></td>
<td>Does the application demonstrate that the applicant can reduce the inventory of AMHs in the county and by how many units? How will the project facilitate more AMH demolitions, removals, and recycling in the county? Does the project set a strong example for other counties to replicate? How does the project provide innovative solutions in addressing AMHs in the county?</td>
</tr>
<tr>
<td>(0 – 10 points)</td>
<td>5. Impact on the Waste Stream</td>
</tr>
<tr>
<td></td>
<td>Describe how the project will reduce the local waste stream through the recovery and recycling of metals, window/door frames, steel components, white goods, and other materials? What is the anticipated tonnage recycled based on past data? Can you give a rough estimate of that tonnage if you are a new grantee? Did the applicant provide the names and contact information for at least two demolition contractors and at least two recyclers?</td>
</tr>
<tr>
<td>(5 or 10 points)</td>
<td>6. County Tier Level per NC Department of Commerce</td>
</tr>
<tr>
<td></td>
<td>Grant Tier 1 and Tier 2 will receive 10 points. Grant Tier 3 will receive 5 points. This is in recognition that poorer communities struggling with local economics need to be given greater consideration. For more information, see the following: <a href="https://www.nccommerce.com/grants-incentives/county-distress-rankings-tiers">https://www.nccommerce.com/grants-incentives/county-distress-rankings-tiers</a>.</td>
</tr>
<tr>
<td>(0 – 5 points)</td>
<td>7. Priority Project:</td>
</tr>
<tr>
<td></td>
<td>ONLY NEW GRANTEEES requesting an AMH Cleanup grant with a planning grant are regarded as priority projects. To clarify, these are those counties that have never applied for a grant.</td>
</tr>
<tr>
<td>(0 – 5 points)</td>
<td>8. Partnerships with Other Communities</td>
</tr>
<tr>
<td></td>
<td>Does the proposed project work in partnership with one or more communities to expand the project scope? Please include documentation of support from the partnering community (i.e., a resolution, letter of intent, letter of fund transfer, etc.) and the contact information of the partnering entity. A one-party proposal will receive zero (0) points; multi-party proposals (involving cash match from all participants) will receive the maximum of 5 points.</td>
</tr>
</tbody>
</table>

*Failure to address the Award Scoring Criteria above could result in a low score and could impact the ranking and funding of the proposed application.*
AMH Application Requirements:
The following outline indicates what applicants must include in their proposal for the application to be considered complete. Proposals that fail to provide all of the required information or that fail to follow the format below may not compete well and may not be considered for funding.

1. **Contact Information**, including:
   - Name and title of main contact
   - Organization
   - Address
   - Phone number
   - E-mail address
   - County’s Federal Employer Identification Number (EIN)
   - County’s NC Department of Commerce Tier Designation

2. **General Requirements:**
   - ✓ Written statement indicating that the applicant does not have an open AMH grant contract with DEACS.
   - ✓ Written statement indicating that the applicant has completed and submitted the required Local Government Solid Waste and Materials Management Annual Report for FY2018-19. The county solid waste staff should have this information.

3. **AMH Program Description**: Application must include a detailed description of the County’s AMH Program. Copies of program materials, such as ordinances, plans or reports shall NOT be accepted as a substitute for providing a description of each of the following program elements:
   - Please specify the length or term of the grant (one or two years).
   - Description of the county’s AMH program implementation history, how the county identifies AMH units for deconstruction, and the process used for the selection of the contractor(s) that will perform deconstruction services (if applicable).
   - A description of the program approach to sharing the cost of deconstruction with responsible parties and a description of the process for recovery of funds from responsible parties. Does the program waive homeowner fees under some circumstances? If so, please explain.
     
     Please note that the statutes governing the AMH program require DEQ to place a strong emphasis on cost recovery from responsible parties. Counties applying for an abandoned manufactured home (AMH) grant expected to articulate their approach to seeking funds from responsible parties.
   - A description of the program approach to deconstruction operations, including:
     - Will deconstruction activities be performed by county staff or a contractor? Will county staff oversee or supervise deconstruction activities?
     - Will non-recycled deconstruction debris be directed to a specific landfill(s) for disposal? If so, provide the name and location of the landfill(s) to be used.
     - Provide the contact information for each demolition contractor pre-qualified for bid, anticipated to bid on AMH demolition(s). For new grantees, provide contractors who could potentially be an abandoned manufactured homes (AMH) contractor for this grant. There needs to be a minimum of two persons or firms noted in the application.
   - A plan for meeting basic recycling requirements when managing AMH units. At a minimum, all metals, including siding, roofing, chassis, and window frames should be recycled. Provide the contact information for each recycler the program will use, with a minimum of two persons or firms noted in the application.
   - A plan for removal and proper management of mercury thermostats, fluorescent lights, or any other mercury containing product at the site, including the name and contact information of the entity receiving them from the program.
   - A plan for the removal and proper management of white goods, tires and other materials banned from disposal in North Carolina.
An estimate or projection of the number of AMH units intended to be managed during the grant term and the length of grant term requested (one or two years).

A plan for gathering and tracking program data including the number of units managed and the tonnage and types of materials recycled and disposed for each unit (data on materials landfilled and recycled is required to be included for each project when seeking reimbursement of grant funds).

4. **Timeline for Implementation of AMH Program:** The applicant should specify desired the length of contract sought and the projected dates of grant contract term. The timeline must include a bulleted list with key implementation dates for the following grant project elements:
   - Projected date of initiation of deconstruction activities during grant term; and
   - A date showing the completion of the AMH Grant Final Report prior to the end of contract term (typically shown as last day of contract term).

5. **Program Budget:**
   Applicants must submit a project budget in the form of two tables, one for expenses and one for revenues. Expenses and revenues should be estimated for individual AMH units.

   **Expense Table:** Provide estimated per unit expenses and the number of AMH units projected to be deconstructed during the grant term. Typical expense items may include program promotion and advertising, program supplies and equipment, contractor costs for deconstruction/disposal, landfill tipping fees, hazardous materials handling costs, and program administration costs (local labor and/or fees paid to consultants or third-party administrators). If your program intends to seek grant funds for the support of program administrative costs, please provide detail in descriptive text. Applicants that do not include administrative costs in their program budget will not be eligible for the reimbursement of administrative expenses.

   **Revenue Table:** Provide the proposed amount of the state grant awarded, local government funds for mercury recycling from thermostats collected, responsible party fees, county mobile home permitting fees used to support the program, revenues from other government for joint projects with the applicant, and any other source of revenue for the project. The estimated per unit revenues and the projected number of units to be deconstructed during the grant term should also be identified.

   The revenue table must specify any existing or new fees to support the county’s AMH program. If you are awarded state funds based on the merits of your grant application, you must show those funds in this table as well as other revenue sources. If an AMH grant applicant has commitments for revenues from another county or a municipality within the county, the total amounts must be entered in the applicants AMH Program Revenue Budget Table as matching funds. Any other revenue that is not a part of the grant or the grant match needs be listed under other.

   Sample budget tables can be provided upon request. Please contact David Hance for assistance at david.hance@ncdenr.gov or 919-707-8122.

6. **Written Plan for the Management of Abandoned Manufactured Homes:** Provide a copy of county’s written plan for the management of abandoned manufactured homes. See “Required Written Plan” section on page 2 of this document for more information. **Failure to submit an actual Written Plan referenced on this page and the bulleted list may result in an application deemed incomplete by DEACS and return of the application to the county.** Applicants must address each bulleted point shown on that list.

7. **Important Reminders for AMH Applicants:**
   - **ALL applicants** must respond to each of the items outlined above in the section titled “AMH Application Requirements” of this grant RFP (see pages 6-8);
   - The **Written Plan** for your county as required under statute as shown on page 2 and referenced above must be included with this application;
All applicants must address the “AMH Grant Award Scoring Criteria” outlined on page 5 to be considered for AMH funding. Failure to adequately address items in this section may result in a lower score when compared to other grantee applications and may negatively impact funding given for your proposal.

There is no limit on the number of times a county can participate in the AMH Grant Program, but to be eligible to reapply a county must be in good standing with the abandoned manufactured home (AMH) Grant Program and with other grant programs operated by DEACS, and the county must be in compliance with all solid waste statutes and rules as determined by the N.C. Division of Waste Management.

If Selected for Funding:
DEACS anticipates that applicants selected for funding will be notified by Monday, January 6, 2020. DEACS will notify the applicant by email. Successful applicants must accept or decline the offer within the timeframe provided by DEACS in the award letter.

- As a condition of the review process and grant award, DEACS may work with applicants to revise initially submitted proposals before entering a contract. Any changes to initial proposals must be approved by DEACS and the applicant, and the resultant final grant application will become an attachment to the grant contract.

- DEACS will complete a compliance review with the N.C. Division of Waste Management related to North Carolina solid waste statutes and rules. Prospective grantees will not be awarded a contract unless and until all regulatory and compliance issues are resolved, as independently verified by the Division of Waste Management.

- DEACS will submit a request through the DEQ contract processing system for a grant contract. Grantees must act to execute the resultant grant contract without excessive delay.

- Successful applicants will be required to register with the state’s e-procurement system using the same address provided in the applicant’s proposal. To register in the state’s e-procurement system, please visit the following link: https://vendor.ncgov.com/vendor/register-new-vendor?execution=e1s1.

- If a county is granted a larger portion of funding due to the ranking of grant by DEACS, then the county grant manager needs to let us know if you will need a two-year grant as opposed to a one-year grant prior to award being made.

Proposals NOT Selected for Funding:
- If a complete application cannot be funded in the year submitted, it will be placed into a pool for the next grant round and may be funded depending on funding availability and competitiveness of the proposal among the pool of applicants. Funding is subject to availability and is determined on an annual basis. Staff may work with the applicant to assist the county in developing a grant application and AMH Program prior to the next grant round.

Other General Terms and Conditions:
All grantees are subject to the following terms and conditions. Additional terms and conditions will be outlined in the awarded grant contract.

- **EIN and NC E-Procurement Registration** – Grantees will be required to provide the local government’s Federal Employer Identification Number (EIN) and to register with the state’s NC E-Procurement system before a contract can be initiated. You may register for NC E-Procurement using the following link: http://eprocurement.nc.gov/
• **Reimbursement** – All funds for DEACS grants are distributed on a reimbursement basis. Requests for reimbursement can only be made after the grantee has completed purchases associated with the grant demolition project or a planning grant. Reimbursement requests must include copies of invoices on forms approved by the DEACS staff. Each reimbursement request must include a copy of the paid invoice(s) and a Project Summary Form. To minimize the amount of time spent managing reimbursements, requests for reimbursement should be submitted on a quarterly basis or when a grantee has accumulated a minimum of 5 deconstructed units. **Purchases made before a grant contract is signed by both DEQ and the grant recipient will NOT be reimbursed.**

• **Reporting Requirements** – There are two separate reporting requirements associated with the AMH Grant Program. Please see page 10 of this document for more information.

• **Final 10% of Grant Funds** – DEACS will continue to reimburse grantees until 90% of the award amount has been expended. The final 10% of grant funds will be held until an approved final report has been received by DEACS. **The report must be received and approved prior to the end date of the contract.** All final requests for reimbursement must be received within 30 days of the contract end-date or all remaining grant funds will be forfeited.

• **Extensions** – No-cost time extensions for grant contracts are possible, but not guaranteed. Grantees seeking no-cost time extensions must request an extension 60 days prior to the contract end date; extension requests received less than 60 days prior to the end date may be denied. The request for extension must indicate the reason that the extension is being requested (i.e., why the project cannot be completed on-time). Any request for an extension must include a new timeline of project milestones and a new budget. DEACS reserves the right to decline any request for extension from an AMH Grantee that has had limited deconstruction activity during the term of their grant unless the Grantee has a plan to actively increase program activity. AMH Grants are limited to no more than two (2) no-cost time extensions.

• **Publications** – Documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.

• **Record Keeping** – Comprehensive record keeping is required for continued participation in the AMH Grant Program. At a minimum, counties should maintain records including information on all program costs incurred by the county, proof of payment for program related expenses, all costs recovered, tonnage of material disposed, tonnage and types of materials recycled, the final disposition of mercury thermostats, and “before” and “after” photos of each deconstruction site. These records should be maintained on a unit by unit basis. Failure to maintain these records may result in decreased reimbursement from DEACS and loss of eligibility to participate in the AMH Grant Program.
AMH Grant Program Reporting Requirements:
Any county that receives funding from the AMH Grant Program will be required to complete two (2) different reports.

- **Fiscal Year Progress Report** – This report is due on August 1st for each fiscal year ending June 30th during which an AMH grant contract has been in place. If the grant contract term bridges two fiscal years, then a separate Fiscal Year Progress Report will be required for each fiscal year. Grantees will need to report units demolished by the county with grant funding and units demolished without use of grant funds. *(Note: an AMH disposed of by the homeowner or under a private contract without county involvement should not be included in this fiscal reporting or final reports on grants).*

- **AMH Grant Program Final Report** – All grantees must complete and submit an AMH Grant Program Final Report due on or before the grant contract end date. A draft of the AMH Grant Program final report should be submitted 30 days prior to the grant contract end date, and a final version must be received by the end of the grant contract term.

For more information about AMH grant program reporting requirements, please contact David Hance at david.hance@ncdenr.gov or 919-707-8122.

A Final Word on Grant Writing:
Proposals may receive low scores or even be rejected because applicants fail to follow the instructions outlined in this document. Applicants stand a better chance of success if they include all the required components of the respective format. Information submitted should be thoroughly completed, clear and concise and demonstrating thoughtful planning. Poorly prepared proposals create uncertainty about the project goals and intended results. Clear details will provide grant proposal reviewers confidence regarding the proposal. Applicants with questions are encouraged to contact DEACS for more information prior to application submittal.
December 3, 2019

NC Department of Environmental Quality  
Attn: David Hance  
1639 Mail Service Center  
Raleigh, NC 27699

Re: 2019-20 Abandoned Manufactured Homes Program Grant Application

Mr. Hance,

Please find attached Alamance County's application for funding under the Abandoned Manufactured Homes Program offered by the North Carolina Department of Environmental Quality. This program has been well received and the County looks forward to continuing our efforts to recycle abandoned manufactured homes.

Should you have any questions, please feel free to email me at tonya.caddle@alamance-nc.com or call me at 336-570-4052.

Sincerely,

Tonya Caddle  
Planning Director
Abandoned Manufactured Homes Grant Program
Grant Application
December 3, 2019

1. Contact Information

Alamance County Planning Department
Tonya Caddle, Planning Director
tonya.caddle@alamance-nc.com
201 W. Elm St.
Graham, NC 27253
Phone: 336-570-4052
Fax: 336-228-3925
Federal Employer Identification Number: xx-xxxx271
Alamance County is a Tier 2 County

2. General Requirements

Alamance County does not have an open AMH grant with DEACS. Alamance County has completed and submitted the required local Government Solid Waste and Materials Annual Report for FY2018-19.

3. AMH Program Description

- An estimate of the number of AMH units intended to be managed during the grant term and the length of grant term and the length of the grant term requested (one or two years):
The purpose of the Alamance County Abandoned Manufactured Home Program is to provide a method to aid citizens with the financial burden of removing abandoned manufactured homes in an environmentally safe manner. It is the intent of Alamance County to place a preference on the use of grant monies for the removal of single-wide manufactured homes. Therefore, the County estimates that ten (10) abandoned manufactured homes will be removed during the one-year term of grant.

- A description of the program approach to sharing the cost of deconstruction with responsible parties and a description of the process for recovery of funds from responsible parties

Eligibility under this program may be by both voluntary designation or through the county's enforcement of the “Alamance County Ordinance Regulating the Dead Storage of Manufactured Homes (December 17, 2007)”. This document is found on the Alamance County Website at: https://www.alamance-nc.com/commissioners/ordinances/.
Owners of manufactured homes in violation of this ordinance are encouraged to apply for the AMH Grant in lieu of the citation process. Owners are required to pay half of the estimated deconstruction fee before deconstruction takes place. These fees will be collected by the Planning Department.

Applications may be submitted by private owners, not by the owners of commercial establishments, such as a manufacturer of homes or a mobile home park, via the Planning Department website, by mail, or in person. The program is also advertised by Alamance County on the County and Planning Department websites. Voluntary applications are processed by Planning Department staff in the order they are received. All documents, including applications, affidavits of ownership, and use of premises agreements, will be kept in the Planning Department.

Alamance County will not seek to charge program administrative costs to the AMH Grant Program and will absorb the costs. To the extent possible, Alamance County intends to allocate all grant funds to the deconstruction and disposal of abandoned manufactured homes to have the greatest impact on the number of homes that can be managed with the support of grant funds. Although Alamance County is a Tier 2 County overall, the areas targeted are low-wealth areas per the latest Census figures and the program would not be as successful if all homeowners were expected to contribute. Any deconstruction and disposal costs that exceed the amount eligible for state grant funding will be the responsibility of the property owner. Additionally, grant funds will only be used to fund ½ of the proposed deconstruction cost, up to $750.00, for the violation of our Ordinances.

- A description of the program approach to deconstruction operations. Will deconstruction activities be performed by the county staff or a contractor? Will the county staff oversee or supervise deconstruction activities? Will non-recycled deconstruction debris be directed to a specific facility for disposal?

All contractors will be required to carry one-million dollars ($1,000,000) in general liability insurance to engage in this work with the county. Before deconstruction, the Alamance County Planning Department staff will make a site visit to determine that all utilities have been disconnected, all personal property has been removed, and that recyclable materials are present, including mercury thermostats. Staff will coordinate the scheduling of deconstructions and will make a final inspection after deconstruction. A contractor will be hired, through a Request for Proposal (RFP) process, to deconstruct the manufactured homes selected for the AMH Grant program on site. The contractor will be responsible for taking all recyclable materials, including all metal components, to a scrap recycling center, fluorescent lights and mercury thermostats to the Alamance County Landfill, or other facility permitted to receive such materials, and all non-recyclables to the Alamance County Landfill. As an incentive to encourage recycling and to lower the deconstruction cost per unit, the contractor will be allowed to keep the proceeds from the recycled material.

The removal site must be cleaned and reseeded after deconstruction or restored to a state approved by the applicant. Alamance County has submitted a listing of three (3) demolition contractors that meet its performance criteria and will serve as the “pool” of firms and persons that may be contracted to conduct AMH cleanup under this grant. Demolition work will be awarded to one or more qualified contractors as determined by Alamance County and is not limited to the contractors listed below:

- 4 Season’s Site and Demo, Incorporated, PO Box 15590, Wilmington, NC 28408, Phone: 910-793-3662
- DH Griffin Wrecking Co. Incorporated, 4716 Hilltop Road, Greensboro NC 27407, Phone: 336-855-7030
The metals recycler that the county contractors may send salvaged metals to from abandoned manufactured homes (AMHs) deconstruction work include, but are not limited to, CMC Metals, 2600 Park Road Extension, Elon, NC 27244, Phone: 336-584-4134.

Abandoned Manufactured Homes (AMHs) may be demolished on-site at the property or may be transported to the Alamance County Landfill for demolition work depending on economics and other county criteria. Only where an AMH can be safely transported, the contractor has met all permitting requirements, and permission has been given by the NC Department of Transportation will an AMH be allowed for demolition at the landfill.

- A plan for meeting basic recycling requirements when managing AMH units, at a minimum including the recycling of all metals, including siding, roofing, chassis, and window frames:

During discussions with the contractor and/or site visit and inspection, the county staff identifies what materials needs to be recycled. Identified items must be sorted prior to transfer to the Alamance County Landfill or a recycling center. Alamance County Planning Department staff checks to ensure proper management of recyclables on site visits pursuant to the Written Plan associated with this AMH Grant (See Appendix B, Page 5).

- A plan for the removal and proper management of mercury thermostats:

All hazardous materials collected will be sent to the Alamance County Landfill including any mercury thermostats, switches or other mercury containing devices encountered during a demolition. The landfill sends all hazardous materials delivered is sent to EcoFlo, Incorporated at 2750 Patterson Street, Greensboro, NC 27407; Phone- 800-999-6510; email; info@ecoflo.com.

- A plan for the removal and proper management of fluorescent lights:

Likewise, any mercury containing lights found at an AMH demolition will be sent to EcoFlo Incorporated of Greensboro, NC and managed in accordance with the Written Plan for this Alamance County AMH Grant.

- A plan for the removal and proper management of white goods, tires and other materials banned from disposal in North Carolina:

The Alamance County Planning Department will make sure that all white goods, tires, and other banned materials are separated from other demolition wastes and set aside for recycling. Where tires go to the landfill, they are sent from there to Carolina Holdings, LLC; at http://www.carolinaholdingsgroup.com/.

- A plan for gathering and tracking program data including the number of units managed and the tonnage and types of materials recycled and disposed of for each unit...:
All records associated with Alamance County abandoned manufactured home deconstruction and removal projects supported with state funds shall be maintained by the Alamance County Planning Department. These records will include relevant details for each unit managed, including property address, property ownership, copies of invoices and records for all costs associated with the deconstruction project, records of any responsible party fees collected, and records/receipts on the amounts and types of materials recycled and disposed, including mercury thermostats. Contractors will be required to submit data on the amount of materials recovered before invoices for deconstruction services are paid and this data will be kept on file by Alamance County. “Before and After” photos will be kept by the county in its files for each unit demolished under the grant program.

4. **Implementation Timeline – One-Year Grant:**

Alamance County is applying for a one-year contract term. The county received its first grant in 2012 and it was successfully completed on time at the end of the one-year term. The second grant was received in 2014 and was extended in 2015 to end in May 2016 due to repeated staff turnover. The next grant cycle was completed in November of 2017 and the 2018 grant cycle was completed in June 2018. It is expected that the next one-year contract will be completed in a timely manner. Below is a proposed schedule for the implementation of the grant:

- **March 1, 2020:** All work to procure contractors, update media including website, outreach to program applicants, review proposals, select qualified contractors, and procure services for demolition of abandoned manufactured homes (AMHs) completed and ongoing; and
- **March 1, 2021:** Final Report and Final Reimbursement Completed and Approved by NC DEQ DEACS.

5. **Program Budget (One-Year Grant):**

Alamance County requests the grant, as a Tier 2 county, for deconstruction and removal activities. Alamance County will not seek to charge program administrative costs to the AMH Grant Program and will absorb the costs. To the extent possible, Alamance County intends to allocate all grant funds to the deconstruction and disposal of abandoned manufactured homes in order to have the greatest impact on the number of homes that can be managed with the support of grant funds. Although Alamance County is a Tier 2 County overall, the areas targeted are low-wealth areas per the latest Census figures and the program would not be as successful if all homeowners were expected to contribute.

Any deconstruction and disposal costs that exceed the amount eligible for state grant funding will be the responsibility of the property owner. A summary of the projected program expenses and revenues are detailed in the tables below:
Alamance County AMH Program Expenses Budget Table

<table>
<thead>
<tr>
<th>AMH Program Expenses</th>
<th>per unit</th>
<th>projected @ 10 units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Fees / Operational Costs (all fees added)</td>
<td>1,500.00</td>
<td>$ 15,000.00</td>
</tr>
<tr>
<td>Hazardous Materials Disposal Costs</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Landfill Disposal Costs</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Administrative Costs</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Projected Expenditures</strong></td>
<td>1,500.00</td>
<td>$ 15,000.00</td>
</tr>
</tbody>
</table>

Alamance County AMH Program Revenue Budget Table (Projected at ten (10) units)

<table>
<thead>
<tr>
<th>AMH Program Revenue Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Grant Fund Reimbursements (10 units @ an average of $1,500.00/unit)</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Local Government Funds</td>
<td>$0</td>
</tr>
<tr>
<td>Responsible Party Fees (estimated revenue for units in violation of Dead Storage of Manufactured Homes Ordinance, 50% of cost per unit)</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Funds Received</strong></td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

5. Written Plan for the Management of Abandoned Manufactured Homes:

A copy of the Written Plan for this abandoned manufactured homes (AMH) Grant Application is included in Appendix # A titled "Alamance County Abandoned Manufactured Homes Removal Program - December 2019" and meets the planning requirements. This Written Plan incorporates the information contained in the "Alamance County Ordinance Regulating the Dead Storage of Manufactured Homes – December 17, 2007). Appendix # B is also included and consists of relevant sections of the most recent update of the Alamance County Solid Waste Management Plan from 2012. This page of the plan addresses AMHs that are sent to the county landfill for demolition and handling of non-hazardous special wastes at the landfill (such as, tires, white goods, and other materials) that may be encountered at an AMH demolition.

Attachments:

- Appendix # A: Written Plan – "Alamance County Abandoned Manufactured Homes Removal Program".
Appendix A

WRITTEN PLAN
ALAMANCE COUNTY ABANDONED MANUFACTURED HOMES REMOVAL PROGRAM

Appendix A

Alamance County Planning Department
Tonya Caddle
Planning Director
December, 2019
Appendix A

I. PURPOSE

The purpose of this program is assist citizens in the cleanup and removal of abandoned manufactured homes. Abandoned manufactured homes may present a public health hazard and negatively impact the aesthetics of the county and its municipalities.

II. PROGRAM DESCRIPTION

This program will provide a method to aid citizens with the financial burden of removing abandoned manufactured homes in an environmentally safe manner. When available, funding for this program will be provided by the NC Department of Environmental Quality. Certain materials from manufactured homes removed under this program must be recycled in order to receive assistance. Application for this program must be made with the Alamance County Planning Department. This program will be used to aid in the enforcement of the Alamance County Dead Storage of Manufactured Homes Ordinance. Affected property owners may participate on a voluntary basis as well.

III. DEFINITIONS

Abandoned Manufactured Home: A manufactured home that is not being occupied as a dwelling and does not provide complete, independent living facilities for one (1) family, including permanent provisions for living, sleeping, eating, cooking, and sanitation; or a manufactured home for which an owner cannot be determined through reasonable efforts that include utilizing the Alamance County Tax Assessor's records, and other appropriate sources; or a manufactured home which meets the criteria for a Class II or Class III mobile home as set forth in the Dead Storage of Manufactured Homes Ordinance.

Class II Mobile Home: A manufactured home which constitutes a public nuisance. Such a home may display one or more of the following characteristics:

1. Is a point of heavy growth of weeds or other noxious vegetation over ten (10) inches in height; or
2. Is a point of collection of pools or ponds of water; or
3. Is being used for storage purposes rather than residence purposes; or
4. Is a breeding ground or harbor for mosquitoes, other insects, rats, or other pests.

Class III Mobile Home: A manufactured home which rises to the level of a significant public nuisance. Such a home may display one or more of the following characteristics:

1. Is so situated that there is a danger of it falling or turning over; or
Appendix A

2. Has utilities that are being run by electric cords that extend from another structure; or
3. Is structurally unsound; or
4. Is a point of concentration of quantities of gasoline, oil, or other flammable or explosive materials as evidenced by odor; or
5. Is a point of collection of garbage, food waste, animal waste, or any other rotten or putrescent matter of any kind; or
6. Has points of access which are not secured or is missing doors or windows; or
7. Has parts thereof which are jagged or contain sharp edges of metal or glass.

**Dead Storage:** Keeping or accumulating items or materials that are not being used for their intended purpose(s) for an extended period of time

**Demolition Contractor:** A company or individual that performs the service of deconstruction, removal, and/or recycling of a structure or scrap debris.

**Manufactured Home:** A structure, transportable in one or more sections, which in the traveling mode is eight (8) body feet or more in width, or forty (40) body feet or more in length, or, when erected on site, is three hundred and twenty (320) or more square feet; and which is built on a permanent chassis and designed to be used as a dwelling, with or without permanent foundation, when connected to the required utilities, including the plumbing, heating, air conditioning and electrical systems contained therein. For the purposes of this program, mobile homes shall be synonymous with manufactured homes, but travel trailers and campers shall not be considered manufactured homes.

**Scope of Services Agreement:** A written contract the Demolition Contractor operates under for the deconstruction and removal of abandoned manufactured homes.

IV. ELIGIBILITY

Eligibility for participation in this program will be determined by the Alamance County Planning Director or his/her designee after receiving either a voluntary request by the property owner or in response to a complaint filed under the Dead Storage of Manufactured Homes Ordinance. To be eligible a home must be:

1. Privately owned and cannot be owned by a commercial establishment, such as a manufacturer of homes or a mobile home park.
2. The home must be vacant.

V. FINANCIAL ASSISTANCE

Through grant funding from NCDEQ, financial assistance may be used to help off-set or fully cover the cost of removal of an abandoned manufactured home.

1. **Voluntary Designation:** Those that voluntarily designate a manufactured home as abandoned, and upon verification by staff, may be eligible for up to $1,500
Appendix A

assistance, for single-wide manufactured homes, or $2,500 for double-wide manufactured homes. Any cost over that amount must be paid by the owner of the property or manufactured home, to be paid to the Planning Department before deconstruction. Preference will be placed on the removal of single-wide manufactured homes.

2. Ordinance Violations: As it is the intent of the County to work with those in violation of a County Ordinance to achieve compliance, those found to be in violation of the Dead Storage of Manufactured Homes Ordinance may be eligible for assistance as well. In these circumstances, the party in violation will be eligible for assistance of 50% of the cost of removal up to a maximum benefit of $750. The difference of the cost of removal must be paid to the Planning Department before deconstruction.

Participation will be on a first come, first serve basis and will continue as long as funding is available.

VI. DECONSTRUCTION

Deconstruction of abandoned manufactured homes will be performed on-site where the manufactured home is located.

1. On-Site Deconstruction: Deconstruction performed on-site shall be performed by a qualified demolition contractor. Property owners may not deconstruct a manufactured home themselves and request reimbursement.

   a. Prior to on-site deconstruction, the demolition contractor will conduct a site survey with the property owner to identify any utility connections including the location of a septic tank and/or septic field.
   b. It will be the property owner’s responsibility to ensure that all utility connections have been disconnected and personal property removed, and to notify the demolition contractor when this has been completed.
   c. The property owner must also notify the contractor of any potential hazards on the site.
   d. Contractors may not access the property through an adjoining property without the consent of the adjoining property owner.
   e. All hazardous materials must be removed from the structure prior to deconstruction. Any such materials must be properly removed from the demolition site and transported to a facility permitted to receive such materials.
   f. The contractor shall be responsible for obtaining any necessary permits.
   g. The contractor shall deconstruct the home in a manner to minimize airborne debris and to cause the least amount of disturbance or damage to the property.
   h. All materials shall be delivered to the Alamance County Landfill and/or recycling center.
Appendix A

i. Contractors will be allowed to sell any recyclables generated through the deconstruction and will be allowed to keep the proceeds of the sale.

j. Receipts shall be kept for disposal of all materials and submitted to the County prior to receiving reimbursement.

VII. RECYCLING

It is mandatory that the frame and axles be removed for recycling. Documentation of the final disposal destination will be required. Any other components that can be recycled should be considered when feasible. All Freon containing appliances, tires, mercury thermostats, fluorescent bulbs, and mercury switches shall be removed prior to deconstruction and delivered to the Alamance County Landfill or other facility permitted to receive such materials. A receipt of delivery will be required for reimbursement.
Appendix B

Excerpts from the 2012 Alamance County Solid Waste Management Plan:

4. SPECIAL WASTES

Abandoned Manufactured Homes

Current Program: Alamance County has produced an agreement that can be enacted with an owner for abandoned manufactured home disposal. It states that the owner agrees to pay one half of the moving costs to bring the unit(s) to the Alamance County Landfill. The metal will be recycled. The revenue from the sale of that metal will cover the County’s cost of disposal and the remainder of the moving costs.

Intended Actions: The County will continue to provide the services as outlined above.

and

D. Special Wastes

Special wastes are briefly discussed here due to disposal considerations. Most of these special waste materials are recycled and are fully addressed earlier in the Plan.

Current Program: The Alamance County Landfill has handling capabilities and recycling/disposal options in place for all non-hazardous and non-regulated special wastes currently banned from landfill disposal by the State. These materials include whole tires, white goods, used oil, oil filters and lead-acid batteries.

• The landfill staff is contacted prior to any abandoned manufactured homes coming onsite for disposal. The staff spray-paints the date on the side of the home and takes several pictures of each unit. The metal is then removed for recycling. Once all recyclables have been removed, the rest of the unit is landfilled.

Intended Actions: The County will continue to offer and support the services as outlined above. Information has and will continue to be distributed to the public informing them of alternative reuse and recycling disposal sites for all special wastes besides those provided by the County.
Alamance County Ordinance Regulating the Dead Storage of Manufactured Homes

ARTICLE I. IN GENERAL

Sec. 1. Short Title.

This chapter shall be known and may be cited as the "Alamance County Ordinance Regulating the Dead Storage of Manufactured Homes".

Sec. 2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

a) Abandoned mobile home. A manufactured home for which an owner cannot be determined through reasonable efforts that include utilizing the Alamance County Tax Assessor’s records, and other appropriate sources.

b) Class I Mobile Home. A manufactured home which is structurally sound with all windows, doors, and other means of access intact and secured, preventing unauthorized access to the structure. In addition, a Class I manufactured home shall be placed in a generally level position on a permanent or semi-permanent foundation and secured sufficiently to prevent accidental movement of the home. Class I manufactured homes will not be considered to constitute public nuisances for the purposes of this ordinance.

c) Class II Mobile Home. A manufactured home which constitutes a public nuisance. Such a home may display one or more of the following characteristics:

1. Is a point of heavy growth of weeds or other noxious vegetation over ten (10) inches in height; or
2. Is a point of collection of pools or ponds of water; or
3. Is being used for storage purposes rather than residence purposes; or
4. Is a breeding ground or harbor for mosquitoes, other insects, rats, or other pests

d) Class III Mobile Home. A manufactured home which rises to the level of a significant public nuisance. Such a home may display one or more of the following characteristics:

1. Is so situated that there is a danger of it falling or turning over; or
2. Has utilities that are being run by electric cords that extend from another structure; or
3. Is structurally unsound; or
4. Is a point of concentration of quantities of gasoline, oil, or other flammable or explosive materials as evidenced by odor; or
5. Is a point of collection of garbage, food waste, animal waste, or any other rotten or putrescent matter of any kind; or
6. Has points of access which are not secured or is missing doors or windows; or
7. Has parts thereof which are jagged or contain sharp edges of metal or glass.
e) **Dead Storage.** Keeping or accumulating items or materials that are not being used for their intended purpose(s) for an extended period of time.

f) **Manufactured Home.** A structure, transportable in one or more sections, which in the traveling mode is eight (8) body feet or more in width, or forty (40) body feet or more in length, or, when erected on site, is three hundred and twenty (320) or more square feet; and which is built on a permanent chassis and designed to be used as a dwelling, with or without permanent foundation, when connected to the required utilities, including the plumbing, heating, air conditioning and electrical systems contained therein. For the purposes of this ordinance, mobile homes shall be synonymous with manufactured homes, but travel trailers and campers shall not be considered manufactured homes.

g) **Mobile home, manufactured home, house trailer, trailer, or motor home,** referred in this chapter to only as “mobile home”, shall mean and shall be construed to mean any vehicle or structure so designed and constructed to permit occupancy thereof as sleeping quarters or as a residence, temporary or permanent, for one (1) or more persons; or the conduct of any business or profession, occupation or trade, or similar use thereof as a selling or advertising device; and so designed that it is or may be mounted on wheels for the purpose of conveyance on the public streets, roads or highways, propelled or drawn by its own or other power, and shall include all such mobile homes, regardless of the fact that they are supported or placed on a permanent foundation. This definition shall include, but not be limited to, a mobile home as defined in the County health regulations, and in G.S. Article 9A of Chapter 143. This definition shall include mobile homes which are listed in the office of the Planning Director of the County as real property for ad valorem tax purposes.

h) **Owner of a mobile home** for the purposes of this chapter shall mean any person who is the legal or equitable owner of a mobile home and shall include:

1. Any person whose name is entered upon a title to a structure deemed a mobile home under the provisions of this chapter;

2. Any person whose name is entered upon a certificate of title of a vehicle deemed a mobile home under the provisions of this chapter;

3. Any person who has purchased a mobile home as defined in this section under a contract of sale, conditional sales contract, lease-purchase agreement, or any other arrangement whereby at law such purchaser is the equitable owner of such mobile home, even though such purchaser's name is not entered on a title to or certificate of title of such a mobile home;

4. Any person who has listed or by law is entitled or required to list a mobile home as defined in this section in the office of the Tax Administrator of the County for ad valorem property tax purposes;

If two (2) or more persons are deemed owners as defined in this section of a particular mobile home, each such person shall be required to comply with the provisions of this chapter and shall be subject to the non-conformance fee and charges for failure to comply, except that if one (1) such person complies or has complied with this chapter in a particular period of, other such persons may be excused from such compliance upon written application to and upon written notice of waiver from the Planning Director of the County.
i) Public nuisance. Conduct which unreasonably and significantly interferes with the health, safety, peace, comfort, or convenience of the public at large. This may include an action or omission that interferes with the use and enjoyment of one’s property.

Cross references: Definitions and rules of construction generally, § __________.
State law references: Definitions, G.S. §§ 143-143.9, 143-145.

Sec. 3. Non-Conformance Fee.

(a) Any owner of a mobile home who shall willfully violate or willfully fail to comply with any of the provisions of this chapter, or any person who shall counsel or willfully aid or abet any violation or failure to comply or who willfully destroys or obliterates evidence of shall be guilty of a Class 3 misdemeanor that is punishable by a fine of up to five hundred dollars ($500.00) and/or a maximum of thirty (30) days in jail, pursuant to N.C.G.S. § 14-4 and § 14-3.

It shall be unlawful for the owner of a manufactured home or the owner of the property upon which the manufactured home is located to cause or allow such manufactured home to become a nuisance that creates detrimental effects on the public health, safety, or welfare. Any owner who keeps a manufactured home or allows a manufactured home to be kept on his or her property in violation of this Ordinance is guilty of a Class 3 misdemeanor that is punishable by a fine of up to five hundred dollars ($500.00) and/or a maximum of thirty (30) days in jail, pursuant to N.C.G.S. §14-4 and § 14-3.

(b) This chapter may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction upon application therefore by the County.

(c) This chapter may be enforced by any one (1) or more of the remedies authorized by this section and also may be enforced by compelled corrective action through the issuance of civil summons, by obtaining an order of abatement, injunctions, compliance bonds, or other remedies provided by applicable state law.

(d) Each day of continuing violation of or failure to comply with this chapter by any owner of a mobile home shall be a separate and distinct violation or failure to comply which is subject to any one (1) or more of the remedies authorized by this section including but not limited to the non-conformance fee of ($50.00) per day.

(e) Upon issuance of a Notice of Violation, the owner shall have thirty (30) days for compliance or presentation of a satisfactory course of action to remedy the violation, pursuant to Section 10(a)(6). This Notice of Violation shall serve as a warning notice, and no civil penalty shall be assessed at this time.

(f) After the thirty (30)-day period for compliance has expired, the Administrator shall assess non-conformance fees if the violation has not been remedied. Beginning on the first day after the expiration of the period for compliance, the owner of the manufactured home and the owner of the property upon which the manufactured home is placed shall incur non-conformance fees. After this first citation, the owner(s) has seven (7) days to correct the violation or make satisfactory progress to correct the violation before additional non-conformance fees are assessed. If the violation is not remedied by the eighth day, a second citation and fine will be issued, after which the owner(s) has three (3) days to correct the
violation. Any violation beyond this time period will result in each day’s violation being considered a separate and distinct offense that is subject to a fine.

(g) Each manufactured home found to be in violation of this Ordinance shall constitute a separate and distinct violation that is subject to a non-conformance fee.

(h) The following non-conformance fees are established for violations under this Ordinance:

1. Notice of Violation                             Warning
2. First citation for Class II mobile home       $100.00
3. First citation for Class III mobile home      $250.00
4. Second citation for Class II mobile home      $250.00
5. Second citation for Class III mobile home     $500.00
6. Any further citation(s) for Class II or Class III mobile home $500.00 per day

Cross references: Non-conformance fee; continuing violations, § ________.

Sec. 4. Purpose.

The purpose of this chapter is to establish the requirement and procedures for the management of mobile homes, house trailers, and similar vehicular equipment designed for use as living or business quarters that have been allowed to deteriorate to the point of constituting a nuisance and for the identification of the owner for purposes of appropriately disposing of the mobile home. The Board of County Commissioners hereby finds that such is necessary to enforce state ad valorem property tax laws, public health and safety laws and ordinances and other applicable state and local laws including, but not limited to, the abatement of nuisances.

Sec. 5. Authority.

This article is enacted pursuant to the authority conferred by G.S. Sections 153A-121, 138, 340, and 347 and 130A-309.09A.

Sec. 6. Jurisdiction.

This chapter shall apply and control in all unincorporated areas within the County.

Sec. 7. Responsibility for enforcement.

The primary responsibility for enforcement of this chapter is hereby assigned to the Planning Director of the County, who is hereby authorized and directed to conduct and or delegate such inspections in the manner permitted by the laws of the state as are necessary to ascertain compliance or violation of this chapter. The Planning Director shall have the authority to appoint a designee, at his/her discretion, to assist in the enforcement of this Ordinance. Nothing in this section is or shall be construed to limit the authority of any other officer of the County, including without limitation, the Director of Public Health and agents, to observe and report violations of this chapter during the course of conduct and within the scope of official duties.

State law references: Warrants to conduct inspections authorized by law, G.S. § 15-27.2.

Secs. 8-- 35. Reserved.
ARTICLE II. COMPLAINT, INVESTIGATION, NOTICE OF VIOLATION

Sec. 36. Complaint and Investigation.

An individual or the County may initiate a complaint that identifies a manufactured home as a potential nuisance after the manufactured home has been in a state of non-occupancy for at least ninety (90) days. Such complaint should be made in writing to the Planning Director and should contain the name and address of the complainant, along with the address and name of the owner (if known) of the mobile home that is the subject of the complaint.

Upon receipt of a written complaint, the Planning Director, or his/her designee, shall conduct a preliminary investigation to determine whether the manufactured home that is the subject of the complaint constitutes a public nuisance. The investigator has the right, upon presentation of proper credentials, to enter onto any premises within the County's ordinance-making jurisdiction at any reasonable hour to determine if a manufactured home that is the subject of a complaint constitutes a public nuisance.

If the preliminary investigation results in the determination that the manufactured home is a Class I manufactured home, no enforcement action shall be taken unless there are violations of the health code. The Planning Director shall prepare a written record of his or her findings that states why the manufactured home has been deemed a Class I manufactured home and that it has been found to be in compliance with this Ordinance. The preliminary investigation and preparation of the findings of fact shall occur within ten (10) business days after the complaint is filed.

If the preliminary investigation results in the determination that the manufactured home is a Class II or Class III manufactured home, the manufactured home will be deemed to be in violation of this Ordinance. The Planning Director shall prepare a written record of his or her findings that states why the manufactured home has been adjudged to be a Class II or III manufactured home. The preliminary investigation and preparation of the findings of fact shall occur within ten (10) business days after the complaint is filed.

The Planning Director's written findings of fact shall be sent by certified mail, return receipt requested, to the owner of the manufactured home and the owner of the property upon which the manufactured home is placed within 10 business days of the investigation.

If the owner of the manufactured home and/or lot cannot be readily determined, the Planning Director shall make reasonable efforts to identify the owner(s) by utilizing the Alamance County Tax Assessor's records and other sources as appropriate. In no situation shall efforts to locate the owner of the manufactured home delay enforcement activity for more than thirty (30) days.

Sec. 37. Notice of Violation.

Upon determining that the manufactured home is a Class II or Class III manufactured home, the Administrator shall issue a written Notice of Violation to the owner of the mobile home and the owner of the property upon which the mobile home is placed.

The Notice of Violation shall state specifically:

1. which section(s) of this Ordinance has/have been violated,
2. the date(s) of the violation(s),
3. the date of issuance of the Notice of Violation,
4. the name and position of the person issuing the Notice of Violation,
5. what acts are necessary to remedy the violation,
6. a deadline of not more than thirty (30) working days from the date of service of the Notice of Violation for compliance or presentation of a satisfactory course of action to remedy the violation, and
7. the availability of the appeal process that is set forth in Section 12 below.

The Notice of Violation shall be sent by certified mail, return receipt requested, to the owner of the mobile home deemed to be a nuisance and the owner of the property upon which the mobile home is placed. The written findings of fact required by Section 46, above, shall be sent along with the Notice of Violation. Both items shall be sent within ten (10) business days after the preliminary investigation and the preparation of the written findings of fact.

The Notice of Violation shall also be affixed in a prominent location upon the mobile home that has been deemed in violation of this Ordinance.

Sec. 38. Appeal Notice of Violation.

An appeal of a Notice of Violation shall be made in writing to the Planning Director. The appeal must be filed within the thirty (30) day period following the date of receipt of the Notice of Violation. If a written appeal is not received by the Planning Director within this thirty (30)-day period, the actions of the Planning Director regarding the Notice of Violation shall stand.

Such appeal shall be heard by the Board of Commissioners of the County of Alamance within thirty (30) days of the filing of the appeal and further enforcement proceedings shall be stayed pending the outcome of the appeal.

Sec. 39. Exceptions to the Notice of Violation and Probable Cause Hearing.

If the Planning Director, or Public Health Director, upon preliminary investigation, determines that the mobile home that is the subject of a complaint constitutes a situation that poses an imminent danger to the public and that immediate action needs to be taken in order to maintain and protect the public health, safety, and/or welfare; the Planning Director may institute proceedings to remove the mobile home from the property. Such findings shall be documented in written form by the Planning Director.

The Planning Director shall prepare and send a Notice of Violation in accord with Section 37, above, but the Notice of Violation shall include the findings of fact that led to the determination that the mobile home posed an imminent hazard to the public health, safety, or welfare or was found to be abandoned. In addition, the Notice of Violation shall contain information about the procedure to be followed in order to request a probable cause hearing on the removal of the mobile home.
If the mobile home is declared abandoned, the Notice of Violation shall be affixed in a prominent location to the abandoned mobile home that has been deemed in violation of this Ordinance.

After County-authorized removal of a mobile home found to present an imminent danger to the public health, safety, or welfare or found to be abandoned, and within ten (10) days from receipt of the notice required in Sections 37 and 38 above, the owner of the mobile home may file a request with the Alamance County Magistrate for a probable cause hearing. The sole issue at this hearing will be whether probable cause existed for the County to order the removal of the mobile home.

The Magistrate shall set the hearing within seventy-two (72) hours of receiving the request. The owner, the remover, and the person who authorized the removal shall be notified of the time and the place of the hearing.

The owner, remover, the person who authorized the removal, and other interested parties may present evidence at the hearing. The person authorizing the removal and the remover may submit affidavits in lieu of appearing personally, but an affidavit does not preclude that person from appearing and testifying.

If the Magistrate determines that probable cause for the removal existed, the owner of the mobile home will be responsible to the remover for any removal or storage fees.

If the Magistrate determines that the mobile home was removed in error, the Planning Director will notify the person or business in possession of the manufactured home to release it. The County will pay all applicable removal and storage charges.

Any aggrieved party may appeal the Magistrate’s decision to the Alamance County District Court.

Sec. 40. Equitable Remedies.

This Ordinance may be enforced by an appropriate equitable remedy issued by a court of competent jurisdiction pursuant to N.C.G.S. § 153A-123. This equitable remedy may be a mandatory or prohibitory injunction and/or Order of Abatement commanding the owner(s) to correct the violation of this Ordinance. An Order of Abatement may direct that the mobile home that has been found to be in violation of this Ordinance be closed, removed, and/or demolished; that fixtures, furniture, or other movable property be removed from the mobile home; that grass and weeds be cut; that improvements or repairs be made; or that any other action be taken that is necessary to bring the mobile home into compliance with this Ordinance.

Pursuant to N.C.G.S. § 153A-123, if the court issues an Order of Abatement and the owner(s) fail or refuse to comply with the terms of the Order within the time allowed by the court, the owner(s) may be cited for contempt and the County may execute the Order of Abatement. If the County executes the Order, it may place a lien on the mobile home found to be in violation, or the real property upon which the mobile home is located, for all of the costs of executing the Order.

The owner(s) may secure cancellation of an Order of Abatement by paying all costs associated with the proceedings and by posting a bond for compliance with the Order. Cancellation of an Order of Abatement will not suspend or cancel an injunction issued in conjunction with the Order of Abatement.
Secs. 41 – 45 Reserved.

III. DISPOSITION OF REMOVED MOBILE HOMES

Sec. 46. Recycling and Disposal of Mobile Home.

Any mobile home determined to be lawfully removed pursuant to Article III or under an Order of Abatement issued by a court of competent jurisdiction may be disposed of by the County or the County-authorized person or entity having custody of the mobile home. Disposition of such mobile home may be carried out in compliance with any applicable recycling program and/or ordinances, and shall not occur until at least thirty (30) calendar days following the probable cause hearing.

Secs. 46 – 50 Reserved.

IV. EXCEPTIONS, IMMUNITY, AMENDMENT AND EFFECTIVE DATE

Sec. 51. Exceptions.

The provisions of this Ordinance shall not apply to mobile homes that are actively being used for residential purposes; provided that the mobile home has been properly permitted and is being operated in a lawful manner, including but not limited to, operation so as not to constitute a public nuisance.

The provisions of this Ordinance shall not apply to mobile homes being used for residential, commercial, or storage purposes on a bona fide farm.

The provisions of this Ordinance shall not apply to any Class I mobile home on the premises of a business enterprise being operated in a lawful place and manner if the mobile home is necessary to the operation of the enterprise, such as a mobile home dealership.

The provisions of this Ordinance shall not apply to any Class II or Class III mobile home on the premises of a bona fide junkyard that is being operated in a lawful manner.

Sec. 52. Immunity.

No person shall be held to answer in any criminal or civil action to any owner of a manufactured home found to be in violation of this ordinance for removing and/or disposing of such manufactured home as provided in this Ordinance.

Sec. 53. Amendment.

This ordinance may be amended from time to time by the Board of Commissioners of the County of Alamance upon its own motion or upon petition and after public notice and hearing.

Sec. 54. Effective Date.

This Ordinance shall take effect and be in force on January 1, 2008.
Secs. 55 – 60 Reserved.

V. MISCELLANEOUS

Sec. 61. Choice of Law and Venue.

The State Courts of the State of North Carolina shall have sole jurisdiction over any disputes which arise under this Ordinance or otherwise regarding the parties or properties subjected thereto, and venue shall be proper and shall lie exclusively in the District and Superior Courts of Alamance County, North Carolina.

Sec. 62. Conflict With Other Ordinances or Laws.

It is not intended that this Ordinance repeal, abrogate, annul, impair, or interfere with any existing provisions of any other ordinances or laws. However, if the requirements of any other lawfully-adopted rules, regulations, or ordinances of the County of Alamance conflict with this Ordinance, the more restrictive or that imposing the higher standards will govern.

Sec. 63. Severability.

If any section or specific provision or standard of this Ordinance is found by a court to be invalid, the decision of the court shall not affect the validity of any other section, provision, or standard of this Ordinance.

Adopted this the 17th day of December, 2007.

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The foregoing ordinance was approved by the Board of Commissioners for the County of Alamance during regular session on December 3, 2007, and adopted during regular session on December 17, 2007. See Minute Book No. 38, Page 174.
Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.
There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

1. Less than $25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars ($25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
   (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
   (B) An accounting of all State financial assistance received, held, used, or expended.

2. $25,000 up to $500,000 - A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand dollars ($25,000) but less than five hundred thousand dollars ($500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
   (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
   (B) An accounting of all State financial assistance received, held, used, or expended.
   (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.

3. Greater than $500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars ($500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
   (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
   (B) An accounting of all State financial assistance received, held, used, or expended.
   (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
   (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:
1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient’s fiscal year.

2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.

4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.
CONFLICT OF INTEREST POLICY

Conflict of Interest Defined:
A conflict of interest is defined as an actual or perceived interest by a (Staff Member/Board Member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an Employee/Board Member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an Employee and a Board Member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:
It is in the interest of the organization, individual staff, and Board Members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics, ethics and personal integrity even though law, regulation, or custom does not require them.
Acceptance of Gifts:

Employees, members of employee’s immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

a. Persons receiving benefits or services from the organization;
b. Any person or organization performing or seeking to perform services under contract with the organization;
c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.
Alamance County, North Carolina
Budget Adjustment
Type: AMENDMENT

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Reason for adjustment:
Acceptance of grant award from the North Carolina Department of Environmental Quality for the removal of abandoned mobile homes in Alamance County.

Budget & Management Director
Date: May 4, 2020

County Manager
Date: May 4, 2020

Pending 5-4-2020 Board Approval
County Commissioner’s Approval
Date: May 4, 2020