

**THE BOARD OF COUNTY COMMISSIONERS  
DURHAM, NORTH CAROLINA**

Monday, March 24, 2008

7:00 P.M. Regular Session

**MINUTES**

Place: Commissioners' Room, second floor, Durham County Government Administrative Complex, 200 E. Main Street, Durham, NC

Present: Chairman Ellen W. Reckhow Vice-Chairman Michael D. Page, and Commissioners Lewis A. Cheek, Philip R. Cousin Jr., and Becky M. Heron

Absent: None

Presider: Chairman Reckhow

**Opening of Regular Session**

Chairman Reckhow welcomed everyone to the Monday, March 24, 2008 Regular Session of the Board of County Commissioners. She requested that persons rise for the Pledge of Allegiance.

**Announcement**

Chairman Reckhow announced that Deputy County Manager Carolyn Titus would be filling in for County Manager Mike Ruffin.

Vice-Chairman Page requested that the Board excuse him from the April 7 BOCC Worksession.

Commissioner Cheek moved, seconded by Commissioner Heron, to excuse Vice-Chairman Page from the April 7, 2008 BOCC Worksession.

The motion carried unanimously.

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Chairman Reckhow made the following announcement:

- On Tuesday, March 25, the NC Turnpike Authority will hold an Open House and Design Public Hearing on the Triangle Parkway Project. The open house is from 4:30 p.m. until 6:30 p.m.; the public hearing will begin at 7:00 p.m. The location is Sigma Xi, 3106 E. North Carolina Highway 54 in the Research Triangle Park.

## **Minutes**

Commissioner Heron moved, seconded by Vice-Chairman Page, to approve as augmented the February 25, 2008 BOCC meeting minutes.

The motion carried unanimously.

## **Child Abuse Prevention Month Proclamation**

Vice-Chairman Page read the following proclamation into the record:

### PROCLAMATION

WHEREAS, child maltreatment is a community problem and finding solutions depends on involvement among people throughout the community; and

WHEREAS, child maltreatment occurs when parents find themselves in stressful situations without community resources and unable to cope; and

WHEREAS, over 100,000 children were assessed for suspected abuse and neglect in North Carolina in 2007; and

WHEREAS, the Durham County Department of Social Services conducted safety and risk assessments for 2,129 Durham County youth in 2007, substantiating the abuse or neglect of 391 youth, assuming legal custody of 84 youth, and implementing protection plans for all others; and

WHEREAS, the majority of child maltreatment cases stem from situations and conditions that are preventable with the help of an engaged and supportive community; and

WHEREAS, the effects of child maltreatment are felt by whole communities and need to be addressed by the community as a whole; and

WHEREAS, child maltreatment not only causes physical and emotional trauma to children, but also increases the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and risk behavior such as smoking; and

WHEREAS, all citizens should be involved in supporting families in raising their children in a safe, nurturing environment; and

WHEREAS, effective child maltreatment programs succeed because of partnerships created among social services agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community:

NOW, THEREFORE, BE IT RESOLVED that I, Ellen W. Reckhow, Chairman of the Durham County Board of Commissioners, do hereby proclaim April 2008 as

CHILD ABUSE PREVENTION MONTH.

I commend this observance to our citizens and urge all citizens, community agencies, faith groups, medical facilities, and businesses to join with the Department of Social Services to increase their participation in our efforts to prevent child maltreatment and strengthen the communities in which we live.

This the 24<sup>th</sup> day of March, 2008.

/s/ Ellen W. Reckhow, Chairman

Sammy Haithcock, Director, Department of Social Services (DSS), stated that Child Abuse Prevention month is celebrated annually across the nation in April. This celebration provides the opportunity to raise awareness and educate the community about the many ways to support families and prevent abuse and neglect. The theme for this year's celebration is "When Families are Fine, Communities Shine." Wearing Blue Ribbons is a visible way to show support for families and children. Durham residents are encouraged to make their neighborhoods "Blue Ribbon Communities" by developing effective networks of support for parents and caregivers. Parents are encouraged to learn tips for effective discipline, read about child development, get advice from the child's pediatrician or childcare provider, and utilize community services when needed. The attention of a caring adult can make a big difference in the life of a child. Durham County DSS is celebrating Child Abuse Prevention month to raise awareness about ways to prevent abuse and educating the community about how to identify child maltreatment and to make a report of abuse or neglect. In addition to the proclamation, staff members are distributing "Blue Ribbons" in support of Child Abuse Prevention Month, holding the annual "A Good Parent Is" art contest in Durham Public Schools, holding the annual Child Abuse Prevention Walk, and dedicating the *Investing in Human Capital: DSS Partnership Series* workshop on April 10 to share information on the child welfare system.

Gail Angle, Child Protective Services Program Manager, and Jocelyn Moore, Child Protective Services Supervisor, received the proclamation and presented the Commissioners and several staff members with Blue Ribbons to raise awareness of Child Abuse Prevention.

Chairman Reckhow requested that DSS staff send details to the Commissioners about the Child Abuse Prevention Walk.

**Proclamation for 2008 National County Government Week**

Chairman Reckhow announced that the week of April 6-12 has been declared National County Government Week. Durham County Government will participate in this event by hosting various community and employee events.

Chairman Reckhow read the following proclamation:

PROCLAMATION

WHEREAS, the nation's 3,066 counties provide a variety of essential public services to communities serving 300 million Americans; and

WHEREAS, Durham County takes their responsibility seriously to protect and enhance the health, welfare, and safety of its residents in sensible and cost-effective ways; and

WHEREAS, many county government services directly touch the lives of children and families; and

WHEREAS, in 13 states, all or some of the counties are responsible for child welfare and foster care systems; and

WHEREAS, more than 500,000 children are removed from their families and placed in foster care as a result of suspected abuse or neglect; and

WHEREAS, one in five girls and one in 10 boys will be sexually victimized before adulthood; and

WHEREAS, half of the 30 homicide victims in the City of Durham in 2007 and 14 of the named suspects were under 25 years of age; and

WHEREAS, in Durham County, for school year 2006-07, the high school graduation rate was 66.3%, a decrease from the preceding year, compared to 69.5% for the state; and

WHEREAS, the National Association of Counties is the only national organization that represents county governments in the United States; and

WHEREAS, the National Association of Counties first celebrated National County Government Week in 1991 to raise public awareness and understanding about the roles and responsibilities of the nation's counties to meet the needs of the community; and

WHEREAS, in recognition of the leadership, innovation, and valuable service provided by the nation's counties, especially in the protection and welfare of children:

NOW, THEREFORE, BE IT RESOLVED that I, Ellen W. Reckhow, Chairman of the Durham County Board of Commissioners, do hereby proclaim April 6-12, 2008 as

NATIONAL COUNTY GOVERNMENT WEEK

in Durham County. I commend this observance to our citizens and urge all citizens to join with Durham County Government in celebration and support of children everywhere.

This the 24<sup>th</sup> day of March, 2008.

/s/ Ellen W. Reckhow, Chairman

Chairman Reckhow stated that this year's theme is Protecting of Children. All counties are being encouraged to promote information related to child welfare during the upcoming months.

At the request of Chairman Reckhow, Assistant County Manager Deborah Craig-Ray provided information about the events planned during National County Government Week. Ms. Craig-Ray then accepted the proclamation from the Commissioners.

Vice-Chairman Page requested that Ms. Craig-Ray send the Board members a copy of the planned events.

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Chairman Reckhow called Gail Winton, 2625 Chapel Hill Road, Durham, NC 27707, forward, as she had signed up to speak on Child Abuse Prevention Month.

Ms. Winton was not in attendance.

### **Consent Agenda**

Commissioner Heron moved, seconded by Commissioner Cheek, to approve the following consent agenda items:

- \*a. Street Closing—T.W. Alexander Drive (SC07-10) (set a public hearing for April 28, 2008 on the proposed street closing);
- \*b. Property Tax Releases and Refunds for Fiscal Year 2007-2008 (accept the property tax release and refund report for February 2008 as presented and authorize the Tax Assessor to adjust the tax records as outlined by the report); and
- \*g. Approve the Second Amendment to the Interlocal Agreement with Durham Public Schools and authorize the Manager to execute said amendment.

The motion carried unanimously.

\*Documents related to these items follow:

Consent Agenda Item No. a. Street Closing—T.W. Alexander Drive (SC07-10) (set a public hearing for April 28, 2008 on the proposed street closing).

RESOLUTION DECLARING THE INTENT OF THE BOARD OF COMMISSIONERS OF  
THE COUNTY OF DURHAM TO CONSIDER PERMANENTLY CLOSING 236.85  
LINEAR FEET OF T.W. ALEXANDER DRIVE (SC07-10)  
AND CALLING A PUBLIC HEARING THEREON.

Whereas, the County Clerk of the County of Durham has received a petition to close 236.85 linear feet portion of T.W. Alexander Drive, east of Miami Boulevard, and west of Page Road,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF DURHAM THAT:

1. The Board of Commissioners proposes to consider permanently closing 236.85 linear feet portion of T.W. Alexander Drive, east of Miami Boulevard., and west of Page Road.
2. A public hearing is hereby called on the question of permanently closing the street named in Paragraph 1 above. Said public hearing shall be on the 28<sup>th</sup> day of April, 2008 at 7:00 p.m. in the Commissioners Chambers, 200 E. Main Street, Durham, North Carolina.
3. The City-County Planning Department shall notify all owners of property adjoining the street named in Paragraph 1 above as their interests may appear on the County Tax Records.
4. Notice of the closing and public hearing shall be prominently posted in at least two places along the street named in Paragraph 1 above.
5. Any person may be heard at the public hearing on the question of whether or not the proposed closing would be detrimental to the public interest or to the property rights of any individual.
6. If it appears to the satisfaction of the Board of Commissioners after said public hearing that the closing of said street is not contrary to the public interest, and that no property owner would thereby be deprived of reasonable means of ingress and egress to his property, the Board of Commissioners may adopt an Order permanently closing the street named in Paragraph 1 above.
7. BE IT FURTHER RESOLVED that notice of such hearing shall be published in the Durham Herald Sun once a week for four successive weeks, the first publication to be not less than ten days nor more than twenty-five days before the date fixed for the hearing.

This 24<sup>th</sup> day of March, 2008.

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Consent Agenda Item No. b. Property Tax Releases and Refunds for Fiscal Year 2007-2008 (accept the property tax release and refund report for February 2008 as presented and authorize the Tax Assessor to adjust the tax records as outlined by the report).

Due to property valuation adjustments for over assessments, listing discrepancies, duplicate listings, and clerical errors, etc., the report details releases and refunds for the month of February 2008.

Releases & Refunds for 2008 Taxes:

Real Estate	\$ 499.75
Personal	\$ 1,075.16
Total for 2008 Taxes and Fees	\$ 1,574.91

Releases & Refunds for 2007 Taxes:

Real Estate	\$ 107,149.64
Personal	\$ 2,484.23
Registered Vehicles	\$ 38,149.13
Vehicle Fees	\$ 860.00
Solid Waste	\$ 340.00
Total for 2007 Taxes and Fees	\$ 148,983.00

Prior years' (2001-2006) releases and refunds for February 2008 are in the amount of \$9,126.15. The total current year and prior years' releases and refunds amount to \$159,684.06.

(Recorded in Appendix A in the Permanent Supplement of the March 24, 2008 Minutes of the Board.)

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Consent Agenda Item No. g. Approve the Second Amendment to the Interlocal Agreement with Durham Public Schools and authorize the Manager to execute said amendment.

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM\_

SECOND AMENDMENT TO THE  
INTERLOCAL AGREEMENT

THIS AGREEMENT, made this 24<sup>th</sup> day of March 2008, by and between the COUNTY OF DURHAM, a body politic and corporate of the State of North Carolina (hereinafter sometimes referred to as the "County") and the DURHAM PUBLIC SCHOOLS, a school administrative unit of North Carolina (hereinafter sometimes referred to as the "Board of Education" or "Board");

WITNESSETH;

WHEREAS, the parties entered into an Interlocal Agreement dated October 2006 to facilitate the refund of sales tax for three school projects, including Fayetteville Street

Elementary School renovation, Lowes Grove Elementary renovation and the construction of New Elementary School "B"; and

WHEREAS, the parties amended that Interlocal Agreement on December 20, 2007 to revise certain terms as they may apply to future school renovation projects and contraction of new schools and allow change orders to be approved by the Board of Education for all school projects subject to this agreement; and

WHEREAS, the parties desire to amend that Interlocal Agreement to add additional projects.

NOW, THEREFORE, the parties hereto hereby agree to amend the original Interlocal Agreement as follows:

- I. The Board of Education agrees:
  - A. To convey to the County by special warranty deed marketable fee simple title in and to the real property set forth in Exhibit A attached hereto and incorporated herein by reference.
  - B. To recommend for execution by the County contracts for the consultant services, design, construction and contract administration of proposed school buildings or additions to school buildings on the property to be transferred to the County pursuant to N.C.G.S. § 153A-158.1(b), and to recommend the acquisition of necessary personal property associated with and to be used in connection with the proposed school construction or improvements. The Board shall act as the authorized representative of the County in connection with such contracts pursuant to and within the limits of this agreement.
  - C. To retain sole responsibility for decisions relating to the design of school facilities or additions, including school facilities or additions to school facilities within the scope of this agreement.
  - D. To manage the contracts for the design and for the construction of proposed school buildings or additions to school buildings on the property to be transferred to the County pursuant to this agreement.
  - E. To have the exclusive use of said real property for public school purposes during the term of this agreement, including the right to conduct surveys, soil borings and other necessary testing upon the property prior to construction, and the right to use, operate, maintain, and repair said property for such public school purposes thereafter until termination as hereinafter provided.
  - F. To consider and approve change orders deemed necessary and appropriate under construction contracts let by the County for the school projects, including Fayetteville Street Elementary School renovation, Lowes Grove Elementary renovation and



the construction of New School "B", so long as the change orders are within the scope of project and within the budgeted contract amount.

II. The County agrees:

A. To accept the real property described on Exhibit A attached hereto and incorporated herein by reference and to hold the same upon the terms and conditions set forth herein until ownership is transferred to the Board of Education upon the terms and conditions set forth herein.

B. ~~To appoint the Board of Education as its representative~~ The Board of Education is hereby appointed as its representative for the purpose of proposing and managing the contracts for the design and construction of proposed school buildings or additions to school buildings on the property to be transferred to the County.

C. ~~To appoint the Board of Education as its representative~~ The Board of Education is hereby appointed as its representative for the purpose of approving change orders deemed necessary and proper under the construction contracts for school projects which are within the scope of project and within the budgeted contract amount.

D. To enter into contracts for the design, erection, construction, and development of school buildings, additions, or renovations to school buildings consistent with the terms and conditions of this agreement, and to assume responsibility for approving change orders to such contracts.

E. To assume responsibility for any litigation arising from these school projects.

F. To acquire any necessary personal property associated with and to be used in connection with the proposed school construction or improvements.

G. To submit refund claims to the State of North Carolina under N.C.G.S. § 105-164.14 and other applicable laws for sales taxes paid to the State by the County for the construction of the proposed school buildings or additions to school buildings on the property to be transferred to the County, and the acquisition of necessary personal property associated with and to be used in connection with the proposed school improvements.

H. To reserve the sales tax refunds received for the benefit of the Board of Education for School Capital Improvements, if such sales tax payments are made from general obligation bond funds issued for school purposes.

I. To re-convey to the Board of Education each property transferred to the County pursuant to this agreement promptly following certification that construction on each project has achieved final completion.

III. Both parties agree:

A. This agreement shall be limited to school construction or renovation projects financed by general obligation bonds.

B. The County Manager and the School Superintendent are authorized to administer this agreement on behalf of the County and the Board of Education respectively as necessary.

C. All contracts for the design and related consultant services, erection, construction, and development of school buildings, additions, or renovations to school buildings entered into pursuant to this agreement shall be executed by and between the County and the persons or entities providing goods or services therefore.

D. The County is authorized to, and shall, make payments for the consulting, design, erection, construction, and development of school buildings, additions, or renovations to school buildings entered into pursuant to this agreement. Any change orders requested in excess of the budgeted amount encumbered for each project shall be approved by the Board of County Commissioners, or otherwise approved in the manner in which the County usually conducts business.

E. All personal property placed or moved into the property subject hereto shall be at the risk of the Board of Education, and the County shall not be liable to the Board for any damages to said personal property. In no case shall either party seek indemnification from the other with respect to any claim that arises from its own negligence.

F. The Board of Education shall continuously maintain both casualty and liability insurance on any buildings constructed and completed pursuant to this agreement, with coverage naming both the Board and the County as insured and limits mutually acceptable to the parties.

G. Personnel of the County and the Board are to execute the undertaking of this agreement within funds made available by the County and the Board of Education for this purpose. Any work required which costs in excess of the budgeted amount the particular school project shall be brought before the Board of County Commissioners, for consideration and approval.

H. ~~This agreement shall terminate when the County has re-conveyed title to all properties identified in Exhibit A to the Board of Education.~~ This Agreement will no longer govern with respect to any individual property made subject to this Agreement once such property has been re-conveyed to the Board of Education as provided herein, or once all sales tax refunds have been received by the County as provided herein, whichever date is later. This Agreement shall terminate once all properties made subject to this Agreement have been re-conveyed to the Board of Education as provided herein, or once all sales tax refunds for all properties made subject to this Agreement have been received by the County as provided herein, whichever date is later.

I. This agreement may be amended only in writing by the mutual consent of both parties.

**J. During the term of this Agreement, both the Board of Education and the County shall be named as obligee on any performance bonds issued for school construction or renovation work subject to this Agreement. The parties agree that the form performance and payment bonds attached hereto as Exhibit B shall be used for all such construction and renovation work unless the parties agree in writing to modify the language in these bonds or to use different bonds.**

**K. In the event legislation is enacted that would allow local boards of education to submit sales tax claims to the State of North Carolina and to receive direct refunds from the State for sales taxes paid for the construction or renovations of school buildings, then the County shall re-convey title to any or all of the properties made subject to this Agreement for which the County has not yet entered into any contracts for the construction or renovation of school buildings, and shall assign to the Board of Education any contracts for design services and associated pre-construction services, within thirty (30) days of its receipt from the Superintendent of Durham Public Schools of a written notice designating the properties to be re-conveyed, or by such other date that the parties may agree upon in writing. Moreover, with respect to any properties made subject to this Agreement for which the County has entered into any contracts for construction or renovation, the parties shall discuss whether it is feasible for the County to re-convey such properties to the Board of Education and to assign the construction or renovation contracts, along with any related contracts, to the Board of Education.**

**J. L.** Unless otherwise provided herein, this ~~First~~ **Second** Amendment shall be effective as to all the properties listed in Exhibit A EXCEPT FOR: Fayetteville Street Elementary School, Lowes Grove Middle School renovations and New Elementary School "B".

IN WITNESS WHEREOF, the County and the Board of Education have caused this First Amendment to the Interlocal Agreement to be executed in duplicate originals all as of the date and year first above written.

#### **Amended Exhibit A**

The following projects are to be included in the Interlocal Sales Tax Agreement between the Durham Public Schools Board of Education and the Durham County Board of Commissioners:

Original Exhibit List (10/26/06)

Fayetteville Street Elementary School  
New Elementary School "B"  
Lowe's Grove Middle School

Expansion and Renovation  
New Facility  
Renovations

Additions to List in Amendment (12/06/07)

Mangum Elementary	Addition & renovation
Shepard Middle	Addition & renovation
Morehead Elementary	Addition & renovation
Club Blvd. Elementary	Addition & renovation
Bacon Street	Renovations and site work

Additions to List in Amendment (2/28/08)

Creekside Elementary	Expansion
New Elementary "E"	New Facility
Carrington Middle	Roofing and HVAC Upgrades
Neal Middle	Renovations
Hillside High	Expansion
Jordan High	Site Improvements
Lakeview School	Expansion
New High "A"	New Facility
New Middle "B"	New Facility
City of Medicine Academy	New Facility

**Consent Agenda Items Removed for Discussion**

Consent Agenda Item No. c. Award of Contract for Purchase of Vehicles for the Sheriff's Office and General Services (Animal Control) (authorize Manager to enter into a contract with University Ford Inc. for \$820,294).

Chairman Reckhow requested that staff work with the appropriate departments to determine whether cars (which get more miles to the gallon) can be purchased in the future. She asked that other public safety entities be looked at to determine what they are doing in this regard. She voiced concern about rising gas costs.

Deputy County Manager Titus stated that staff would be happy to honor Chairman Reckhow's request with the fleet going forward.

Captain R. D. Buchanan, Sheriff's Office, informed Chairman Reckhow that the Ford Explorer SUVs are essential vehicles for patrol supervisors because of the amount of equipment that must be carried to support their troops and because of inclement weather.

At the request of Commissioner Heron, General Services Director Mike Turner commented that the department purchases vehicles which will support the used animal carriers; the body of the used vehicle is transferred to the new vehicle; this avoids having to purchase new animal carriers which are about \$12,000 to \$15,000.

Commissioner Heron agreed with Chairman Reckhow that the County should look at ways to save money on fuel.

Commissioner Heron moved, seconded by Commissioner Cheek, to approve consent agenda item No. c.

The motion carried unanimously.

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Consent Agenda Item No. d. Budget Ordinance Amendment No. 08BCC000066— Recognition of City Revenue and Movement of County Funds; Interlocal Agreement for Sustainability Program; and One New FTE (approve the interlocal agreement for a Sustainability Program; the creation of one new FTE Sustainability Manager; create a FY 2007-08 \$100,000 budget for the Sustainability program to be located in the Engineering Department; and recognize revenue from the City of Durham funding half of the cost of the program).

Commissioner Heron removed this item from the consent agenda to inform the public as to the duties of the Sustainability Manager. She read a portion of the following interlocal agreement related to the new position:

**Durham City-County Interlocal Agreement  
Regarding the Greenhouse Gas Plan and Sustainability Manager**

This is an Interlocal Cooperation Agreement between the CITY OF DURHAM, a North Carolina municipal corporation (hereinafter “City”), and the COUNTY OF DURHAM, a political subdivision of the State of North Carolina (hereinafter “County”). This Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes. The Date of the Interlocal Cooperation Agreement is March 24, 2008 (hereinafter “Agreement”).

**Background:**

The City and County, along with the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization have worked together to create the Durham Greenhouse Gas and Criteria Air Pollutant Emissions Inventory and Local Action Plan for Emissions Reduction (hereinafter referred to as the “Local Action Plan”). The Local Action Plan includes a 2005 emissions inventory, an emissions forecast to 2030, recommended emissions reduction targets and an action plan of strategies to achieve the targets.

One September 19, 2007, at a Joint meeting of the City Council and The County Board of Commissioners, the City and County approved the Local Action Plan.

In order to achieve the emissions reduction targets, the City and County desire to fund jointly a Sustainability Manager position tasked with coordinating the implementation of the Local Action Plan.

**NOW THEREFORE**, for and in consideration of the mutual covenants contained herein and the mutual benefits to result therefrom, the parties hereby agree as follows:

**SECTION 1. SUSTAINABILITY MANAGER POSITION.** One full-time individual will be hired by the County using appropriate County pay classifications, to fill the Sustainability Manager position, as further described in Exhibit A, attached hereto and incorporated herein (hereinafter “Sustainability Manager”). The position will provide a key new role in working with all departments in the City and County as well as with community members and organizations to establish a county-wide sustainability program. The program will focus on identifying, planning for, implementing and evaluating those policies, practices and programs that balance our shared objectives for a healthy environment, quality of life, and economic vitality. The individual will focus on coordinating internal and external efforts related to efficient use of resources (including water, energy, and land), green building, reduction of waste, prevention of pollution, reduction of green house gases, participation in climate change initiatives and utilization of renewable resources. In addition to responsibilities for researching, recommending, and implementing this new program, the individual will be expected to coordinate and communicate clearly with individuals at all levels in the City and County organization.

The City Manager and the County Manager, or their respective designees, will participate in the hiring process, but the final decision on hiring will be the County Manager’s. The Sustainability Manager will be a County employee and will be located within a County Department designated by the County Manager. The Sustainability Manager will work closely with the County Board of Commissioners and City Council and will work solely on the implementation of the Local Action Plan, as further described in Exhibit A. The County shall perform reviews of the Sustainability Manager in accordance with the County’s usual procedures. The City shall have the opportunity to provide input into those reviews.

Notwithstanding the foregoing, nothing in this Agreement is intended to limit the County Manager’s authority over the Sustainability Manager, except that the Sustainability Manager shall be located in the County as provided above and shall have the responsibilities as provided in this Agreement. The Sustainability Manager will be defended and indemnified on the same basis as all County employees, and as between the City and the County, the County will assume liability for the employee.

## **SECTION 2. FUNDING**

- A. Annual Budget. An annual budget shall be prepared and approved by the parties each year throughout the Term of this Agreement. The budget for FY 08 is attached hereto as Exhibit B. The execution by the City and County of this Agreement constitutes approval of the budget specified in Exhibit B. Future budgets shall be approved by City Council and County Commissioners and funded equally between the County and City pursuant to the terms of this Agreement.
- B. Method of Payment.
  1. Sustainability Manager Position funding. The City shall pay the County on a monthly basis, in advance, an amount equal to one-twelfth (1/12) of the City’s half share of the approved annual budget for salary and benefits of the Sustainability

Manager Position. The payments shall be made by wire transfer no later than 12:00 noon on the first business day of each month.

2. Operating Costs. Operating Costs (expenses other than the Sustainability Manager Position) agreed to in an approved annual budget may be incurred by either party, upon approval from the other party, through its designated representative. Once the Sustainability Manager is hired, that person shall approve all expenses. Approved operating costs shall be shared equally. The party that incurs the expense shall invoice the other party for one-half the expense. However, in no event shall either party incur costs in excess of the amount allocated to that party in the then current and approved annual budget. Payment shall be made within 30 days from the date of invoice. Invoices shall include a description of goods purchased or services performed along with any other reasonable information deemed necessary by the invoicing party. Operating costs shall not exceed approved annual budgets unless otherwise approved by the governing bodies or their designee.

- C. On an annual basis, the County Finance Director and the City Finance Director, or their respective designees, shall meet to conduct a reconciliation with respect to the Sustainability Manager position during the preceding year pursuant to this Agreement.

**SECTION 3. TERM AND TERMINATION.** This Agreement shall be effective as of the date first written above and shall terminate on June 30, 2010, unless otherwise extended (the "Term").

This agreement may be extended for additional consecutive one year periods with the annual approval of both the City Council and County Commissioners.

Unless otherwise mutually agreed to, this Agreement may be terminated as of the end of any fiscal year, upon six (6) months notice given in writing prior to the intended date of termination.

Effect of Termination. Upon termination of this Agreement for any reason, (i) all outstanding invoices received by the City or the County on or before the date of termination shall be paid, and (ii) the City's and the County's obligations hereunder shall be immediately terminated.

**SECTION 4. APPOINTMENT OF PERSONNEL.** Except to the extent provided otherwise in this Agreement, it is agreed that the City Manager shall designate persons to carry out the City's obligations under this Agreement, and the County Manager shall designate persons to carry out the County's obligations under this Agreement.

**SECTION 5. AMENDMENTS.** This Agreement may be amended at any time upon mutual written agreement of the City and County. The City Council and County Commissioners shall be the final authority in approving all amendments.

**SECTION 6. GOVERNING LAW.** This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.

**SECTION 7. ENTIRE AGREEMENT.** This Agreement together with the agreements referenced in this Agreement, shall constitute the entire understanding between the City and the County and shall supersede all prior understandings and agreements relating to the subject matter hereof.

**SECTION 8. CONTRACT NOT DIVISIBLE.** This Agreement is not divisible. The obligations exchanged by the City and County under each part of this Agreement constitute consideration for each and every part of this Agreement.

**SECTION 9. HEADINGS.** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

IN WITNESS WHEREOF, the City and County have authorized this Agreement to be executed and attested by their undersigned officers, to be effective from and after the date first written above.

**EXHIBIT A**  
**Sustainability Manager**

**GENERAL DEFINITION OF WORK:**

Implementation of sustainable infrastructures and systems pursuant to the approved Local Action Plan, as may be amended from time to time.

- Research and maintain a working knowledge of best practices with regards to sustainability being implemented in other public and private organizations;
- Identify and support applications for government and non-government grants to support piloting of sustainable approaches to accomplishing critical plan targets and participate in grant administration and management as appropriate;
- Identify cost-saving, life-cycle, and/or short to medium term pay-back approaches that provide an economic rationale for implementing sustainability efforts;
- Assist in preparation and monitoring of budgets and in authorization of expenditures related to the sustainability program;
- Coordinate public education and outreach activities related to our sustainability program, including facilitation, organization and/or presentation of workshops, conferences or information sessions targeted at groups and individuals both within and beyond our community;
- Coordinate with businesses in the community and with other public agencies in the region that are involved in sustainability initiatives to explore opportunities for synergism and partnerships.



**The Manager should have:**

- Experience with computer systems and various software applications;
- The ability to analyze problems, identify alternative solutions, project consequences of proposed actions, and formulate recommendations;
- The ability to work independently and member of multi-disciplinary teams, exercise sound judgment, and handle sensitive public relations issues and information with tact and diplomacy;
- The ability to communicate clearly and concisely, both orally and in writing;
- Flexibility to attend and facilitate some evening and weekend meetings or events and to work flexible work hours;
- Experience developing and delivering presentations, preparing speeches, and providing interviews to the media;
- The ability to establish and maintain cooperative working relationships;
- The ability to read, interpret, apply, and explain rules, regulations, policies, and procedures.

**Exhibit B  
 BUDGET**

FY 08 Sustainability Manager Budget

SAL - REG	60,000.00
FLEX BENEFIT	5,000.00
FICA	4,590.00
RETIREMENT	2,880.00
SUPP RETIREMENT	3,000.00
TELEPHONE	3,000.00
POSTAGE	2,000.00
PRINTING SUPP	2,000.00
OFFICE SUPPL	2,000.00
NONCAP F & E	2,000.00
TR REL TRAVL	2,000.00
DUES & SUBSC	2,000.00
OPERAT TRAVEL	2,000.00
SOFTWARE-NCAP	530
MISC CNT SRV	5,000.00
NONCAP COMPU	2,000.00
Personnel Total	75,470.00
Operating Total	24,530.00
Department Total	100,000

Chairman Reckhow stated that the Sustainability Manager is a shared position between the City and the County and will report to both governments. She mentioned that the person who has been hired has much background in this field and had a similar position at Triangle J Council of Governments. She will begin work in April.

Commissioner Cheek moved, seconded by Commissioner Heron, to approve consent agenda item No. d.

Deputy County Manager Wendell Davis called attention to the revised agenda action form which had been placed at the Commissioners' stations. The recommendation had been modified to authorize the County Manager to make minor modifications to the agreement as necessary, pending approval of the City Council. (The City Council would not be approving this item until next week.)

The motion carried unanimously.

DURHAM COUNTY, NORTH CAROLINA  
FY 2007-08 Budget Ordinance  
Amendment No. 08BCC000066

BE IT ORDAINED BY THE COMMISSIONERS OF DURHAM COUNTY that the FY 2007-08 Budget Ordinance is hereby amended to reflect budget adjustments.

Revenue:

<u>Category</u>	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
<u>GENERAL FUND</u>			
Intergovernmental	\$364,543,727	\$50,000	\$364,593,727

Expenditures:

<u>Function</u>			
<u>GENERAL FUND</u>			
Environmental Protection	\$ 3,563,262	\$100,000	\$ 3,663,262
Other	\$38,474,174	-\$ 50,000	\$ 38,424,174

All ordinances and portions of ordinances in conflict herewith are hereby repealed.

This the 24<sup>th</sup> day of April, 2008.

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Consent Agenda Item No. e. Capital Project Amendment No. 08CPA000017—Creating Ten New Durham Public School Capital Projects with Advanced Durham County Funds From the 2007 GO Bond Referendum to be reimbursed per a February 11, 2008 County Reimbursement Resolution when the funds become available).

Chairman Reckhow called Victoria Peterson, representing Triangle Citizens Rebuilding Communities, PO Box 101, Durham 27701, forward to speak on this item.

Ms. Peterson requested that the Board consider turning the new high school into a vocational center.

Chairman Reckhow stated that she will relay Ms. Peterson's suggestions to the Durham Public Schools (DPS) Superintendent.

Commissioner Cheek supported the idea of creating a high school for vocational education because the demand for this type of school is increasing. He suggested that, at the next Joint BOCC/DPS meeting, DPS staff evaluate the need.

Vice-Chairman Page suggested considering partnerships with Durham Technical Community College.

Chairman Reckhow stated that Caldwell County placed a building on its technical community college campus where high school students are trained in the afternoon for four or five major industries in the county. In the mornings and evenings, the building is used by adults.

Chairman Reckhow pointed out that the Commissioners would be having a joint meeting with Durham Public Schools Board of Education and staff in the near future.

Commissioner Cousin prefaced his remarks by stating that he intended to vote in favor of the item. He asked Hugh Osteen, Assistant Superintendent of Operational Services, Durham Public Schools, if the funding amount for each of the ten projects is correct and if the approving the amendment will accelerate the process enough to lock the costs.

Mr. Osteen responded that this resolution allows the County to fund the new capital projects with 2007 GO Bond funds before these funds actually become available (late May or June 2008). DPS needs a small portion of the funds to begin the design process.

Commissioner Heron asked if the Whitted School could be put to use.

Mr. Osteen replied that renovation costs for the School would be as much as building a new school.

Commissioner Heron asked about the plans for cleanup and maintenance at Northern High School.

Mr. Osteen explained that the phasing of the 2003 Bonds caused a four-year delay in various projects. He spoke about the improvements that have been made to Northern High School and also about the upcoming planned improvements.

Commissioner Heron suggested that Mr. Osteen assure the residents in the northern part of the county that plans are underway. She also asked that he contact a citizen who has a concern about the number of logging trucks that utilize Sharon Road; this was supposed to stop.

Vice-Chairman Page asked if the project at Creekside Elementary School would eliminate the need for trailers.

Mr. Osteen explained that the plans for Creekside were to build eight classrooms, which were planned for when the building was designed. Eight trailers will be eliminated.

Mr. Osteen responded to a question by Commissioner Heron that new, multi-level schools are being considered.

Chairman Reckhow stated that in a recent discussion with the Superintendent about future planning, he indicated that they are working with a demographer to analyze growth trends and determine what facilities will be needed. When the report is reviewed, a decision will be made on whether to use the land at Creekside for additional K-5 space or for a middle school.

Mr. Osteen informed Chairman Reckhow that the Board should receive the report in the summer of 2008.

Chairman Reckhow stated that she is pleased that DPS staff and County staff are working closely together because advancing these funds allows for a jump start on the design of the ten projects. The Bonds monies are not yet available. The Hillside cafeteria is included in the projects, along with many other worthy projects.

Commissioner Heron moved, seconded by Commissioner Cousin, to approve consent agenda item No. e.

The motion carried unanimously.

DURHAM COUNTY, NORTH CAROLINA  
 2007-08 Capital Project Ordinance  
 Amendment Number 08CPA000017

BE IT ORDAINED BY THE COMMISSIONERS OF DURHAM COUNTY that the 2007-08 capital project ordinance is hereby amended to reflect budget adjustments for the following projects.

<i>Expenditures</i>	<u>Current Budget</u>	<u>Inc/Dec</u>	<u>Revised Budget</u>
Creekside Elementary School Project 2007	\$0	\$2,790,216	\$2,790,216
New Elementary "E" School Project 2007	\$0	\$18,786,928	\$18,786,928
New Elementary "F" School Project 2007	\$0	\$1,086,304	\$1,086,304
Playground Upgrades Project 2007	\$0	\$3,000,000	\$3,000,000
Neal Middle School Project 2007	\$0	\$13,624,038	\$13,624,038
New Middle "B" School Project 2007	\$0	\$31,324,250	\$31,324,250
Hillside High School Project 2007	\$0	\$1,016,513	\$1,016,513
Jordan High School Project 2007	\$0	\$958,333	\$958,333
New High School "A" Project 2007	\$0	\$47,529,087	\$47,529,087
City of Medicine Academy Project 2007	\$0	\$7,113,220	\$7,113,220

All ordinance and portions of ordinance in conflict herewith are hereby repealed.

This the 24<sup>th</sup> day of March, 2008.

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Consent Agenda Item No. f. Letter of Commitment for Federal Funding for Lincoln Community Health Center Renovation Project (authorize the Manager to sign a “Letter of Commitment” to include in the *Health Care and Other Facilities Program Application* for Lincoln Community Health Center).

Victoria Peterson, representing Triangle Citizens Rebuilding Communities, PO Box 101, Durham 27701, voiced concern that the senior citizens in Durham can no longer use the Lincoln Community Health Center because it is overcrowded with people who receive free services. She requested that the County Commissioners put a hold on the design and demolition. Ms. Peterson wished to see the money spent on adding rooms to the facility. She finished her comments by stating that local Durham workers should be given the jobs.

Chairman Reckhow stated that the costs seem very reasonable; the total amount includes construction for additional space.

Assistant County Manager Deborah Craig-Ray commented that this project is the upfit of the garage section, which was used by EMS prior to the move to their facility. The space must be reconfigured to provide more working space. The contract for the architect was approved on February 4.

Chairman Reckhow stated that patrons of Lincoln should be getting relief with the new Project Access for which the Board approved the start-up money. Clients of the Center who need specialized care will be referred through Project Access to specialty providers in the community. This should free-up space at Lincoln because clients will not be going back for follow-up appointments.

Commissioner Cheek stated that delaying the project would delay additional room at Lincoln. The services at Lincoln are not intended to be free; sometimes they are free because uninsured patrons are seen; no one is turned away. Receiving reimbursements helps provide for more sick and disabled people in Durham County. The Commissioners need to move ahead with this project.

Commissioner Cheek moved, seconded by Heron, to approve consent agenda item No. f.

The motion carried unanimously.

Chairman Reckhow directed Ms. Craig-Ray to draft a letter for her signature to Congressman Price, thanking him for his assistance and attach the backup material from this agenda item. Emphasize in the letter that the Board is moving forward quickly with this much needed project.

**Public Hearing—Unified Development Ordinance (UDO) Text Change—Sidewalks (TC07-20)**

Steven L. Medlin, AICP, City-County Planning Director, stated that this proposed text amendment is requested by the City of Durham Department of Public Works, Engineering Division. It would revise Section 12.4, Pedestrian and Bicycle Mobility, of the Unified Development Ordinance (UDO) to provide the Public Works Director or designee with necessary flexibility in sidewalk requirements. The revision is intended to ensure that the City and County can create safe pedestrian walkways and comply with the federal Americans with Disabilities Act (ADA). The Planning Department is recommending approval. The Planning Commission held a public hearing on this proposed text amendment on February 12, 2008. There was no opposition and the Commission recommended approval by a vote of 11-0.

Commissioner Heron questioned how the text change would be applicable in the county where there is no curb and gutter.

Mr. Medlin responded that public right-of-ways in the county fall under the jurisdiction of the NC Department of Transportation (NCDOT), which has design standards for sidewalk construction (five-foot sidewalks) and definitive standards about separations from the sidewalk and the roadway itself. If NCDOT makes a determination that an unsafe condition exists, it will inform the Planning Department via a formal notification that sidewalk construction will not be allowed. NCDOT makes the decision. Sidewalks must be installed safely in accordance with DOT and City and County safety standards. With a substantial project, Planning will ask for additional right-of-way dedication to make sure that all necessary roadway improvements are provided, including sidewalks, roadway improvements to the street system itself, bike lanes, etc.

Chairman Reckhow opened the public hearing that was properly advertised.

As no one requested to speak on the agenda item, Chairman Reckhow closed the public hearing and referred the matter back to the Board.

Commissioner Heron moved, seconded by Commissioner Cousin, to approve Unified Development Ordinance (UDO) Text Change—Sidewalks (TC07-20).

The motion carried unanimously.

**Closed Session**

Commissioner Cheek moved, seconded by Commissioner Heron, that the Board adjourn to Closed Session to consult with an attorney and to preserve the attorney-client privilege pursuant to G.S. § 143-318.11(a)(3); to discuss matters relating

to the location or expansion of a business or industry pursuant to G. S. 143-318.11(a)(4); and pursuant to G.S. § 143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to N.C.G.S. § 143-318.10(e).

The motion carried unanimously.

**Reconvene to Open Session**

Chairman Reckhow announced that the Board meet in closed session, direction was given to staff; no action was taken.

**Adjournment**

There being no further business, Commissioner Reckhow adjourned the meeting at 9:26 p.m.

Respectfully submitted,

Vonda Sessoms, CMC  
Clerk to the Board