



# Triangle J Board of Delegates Meeting Agenda

**The Honorable DeDreana Freeman**  
**Presiding**

Wednesday, January 25, 2023, 6:00-8:00pm  
Hybrid Meeting-Virtual OR In-person  
Triangle J Council of Governments  
4307 Emperor Blvd Suite 110 Durham, NC 27703

<u>Time</u>	<u>Item</u>	<u>Official</u>
<b>6:00 PM</b>	<b><i>Call to Order, Welcome, &amp; Declaration of Quorum</i></b>	DeDreana Freeman
<b>6:10 PM</b> <i>Approve by consent</i>	<b><i>Review of Agenda</i></b>	DeDreana Freeman
<b>6:11 PM</b>	<b><i>Recognitions and Presentations</i></b>	
<i>Motion to approve</i>	<ul style="list-style-type: none"> <li>Village of Whispering Pines Membership Request</li> </ul>	DeDreana Freeman
<i>Receive as information</i>	<ul style="list-style-type: none"> <li>Introduction of New TJCOG Staff</li> </ul>	Jenny Halsey
<b>6:20 PM</b> <i>Receive as information</i>	<b><i>Business</i></b> <i>Items in this section requiring Board of Delegates action have been added to the Consent Agenda</i> <ul style="list-style-type: none"> <li>Presentation of Fiscal Year 2021-2022 Financial Statements and Annual Audit Report</li> <li>Transportation &amp; Mobility Focus Area Update</li> <li>Adoption of Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Pay and Classification Plan</li> </ul>	April Adams Hope Tally  Matt Day Doug Plachcinski  Jenny Halsey
<b>7:30 PM</b> <i>Motion to approve</i>	<b><i>Consent Agenda</i></b> <i>Items on the Consent Agenda are considered routine and will be enacted by a single motion unless a member of the Board of Delegates requests an item be removed. Any item removed from the Consent Agenda will be considered individually after the Consent Agenda.</i> <ul style="list-style-type: none"> <li>Sole Source Approval for Contract with City Explained for Community Viz Model Improvements</li> <li>Board Resolution to support TJCOG's Grant Application to NCDOT- Integrated Mobility Division's Safe Routes to Schools 2023-25 Funding Cycle</li> <li>Budget Amendment 6</li> </ul>	Matt Day  Shuchi Gupta  Hope Tally

**January 25, 2023 Board of Delegates Agenda  
(continued)**

<b><u>Time</u></b>	<b><u>Item</u></b>	<b><u>Official</u></b>
	<b><i>Consent Agenda (cont)</i></b>	
	<ul style="list-style-type: none"><li>• Acceptance of Fiscal Year 2021-2022 Financial Statements and Annual Audit Report and Approval of Contract Extension</li></ul>	Hope Tally
	<ul style="list-style-type: none"><li>• Resolution in support of application to NC Department of Environmental Quality's Division of Water Resources Development Grant for State and Local Projects for the Nancy Branch Marsalis Way Culvert Feasibility Study</li></ul>	Emily Barrett
	<ul style="list-style-type: none"><li>• Adoption of Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Pay and Classification Plan</li></ul>	Jenny Halsey
	<ul style="list-style-type: none"><li>• October Board of Delegates Minutes</li></ul>	Shantel Haskins
<b>7:33 PM</b>	<b><i>Items Removed From Consent Agenda</i></b>	DeDreana Freeman
<b>7:35 PM</b>	<b><i>Executive Director's Report</i></b>	Jenny Halsey
<b>7:40 PM</b>	<b><i>Chair's Report</i></b>	DeDreana Freeman
<b>7:45 PM</b>	<b><i>Around the Region</i></b>	DeDreana Freeman
<b>7:57 PM</b>	<b><i>Other Business</i></b>	DeDreana Freeman
<b>8:00 PM</b>	<b><i>Adjourn</i></b>	DeDreana Freeman

## **Triangle J Board of Delegates Meeting Agenda Comments-January 25, 2023**

Agenda Section: Recognitions and Presentations

Membership Request from the Village of Whispering Pines

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**Background:** The Village of Whispering Pines, located in Moore County, is requesting membership in the organization, effective January 25, 2023. At the Village's recent Board Meeting, the Council Members adopted the attached resolution accepting and approving TJCOG's Bylaws and Charter Resolution and is now petitioning for membership. The Town Council appointed Linda Vandercook as Delegate and Alexa Roberts as Alternate Delegate.

All requirements for TJCOG membership have been accomplished, and the request for membership now comes before the Board of Delegates for consideration. Village officials will be present and provide introductory remarks about their jurisdiction during this time.

**Recommendation(s):** It is recommended the Board of Delegates receive this information, welcome officials from the Village, approve the Village's membership request by roll call vote, and seat their delegate.

**Staff Responsible for Technical Support:** Alana Keegan, Member Engagement Manager

**Focus Area:** Organizational Operations/Administrative

## **Triangle J Board of Delegates Meeting Agenda Comments-January 25, 2023**

Agenda Section: Recognitions and Presentations

Introduction of New TJCOG Staff

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**Background:** During this time, TJCOG program leads will introduce new members of the TJCOG team and discuss their roles and respective projects. Sean Flaherty, Transportation & Energy Program Manager, will introduce Josh Michael and Annie Lee, working as a Transportation Program Analyst and Planner II. Hope Tally, Chief Finance Officer, will introduce Roshanda Paige who is working as an Accountant Technician II.

**Recommendation(s):** It is recommended that the Board joins Chair Freeman and the TJCOG team in welcoming the new members of the staff.

**Staff Responsible for Technical Support:** Jenny Halsey, Assistant Executive Director

**Focus Area:** Organizational Operations/Administrative

## **Triangle J Board of Delegates Meeting Agenda Comments-January 25, 2023**

Agenda Section: Business

### Presentation of Fiscal Year 2021-2022 Financial Statements and Annual Audit Report

**Background:** Triangle J's FY 2021-2022 Financial Statements, Compliance and Independent Auditor's Report have been prepared by the Council's auditing firm, Cherry Bekaert, and are ready for presentation to the Board of Delegates. The audit contains an unmodified "clean" audit opinion that offers a sound financial picture for Triangle J during the last fiscal year. The report will be distributed to all appropriate parties needing copies of the audit, e.g., grantors, state agencies, funding organizations, etc.

**Recommendation(s):** It is recommended that the Board be prepared to hear Ms. Adams' report of the FY2021-2022 Financial Statements, Compliance, and Independent Auditor's Report. It is also recommended that the Board accept the Audit Report during the Consent Agenda.

**Staff Responsible for Technical Support:** Hope Tally, Chief Finance Officer

**Focus Area:** Organization Operations/Administration

# Triangle J Board of Delegates Meeting Agenda Comments-January 25, 2023

Agenda Section: Business

## Transportation & Mobility Focus Area Update

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**Background:** The Transportation & Mobility team at Triangle J Council of Governments provides support to a number of projects and programs with a total Fiscal Year 2022-2023 budget of almost \$3 million. Our transportation and mobility work is broadly focused in two primary areas:

- Support of Transportation Planning Efforts – this includes Triangle J’s work coordinating with the Metropolitan Planning Organizations (MPOs) in our region, our administration of the Triangle Area Rural Planning Organization (TARPO), and our Regional Data Center; and
- Support of Projects at the Intersection of Energy and Transportation – this includes Triangle J’s administration of the region’s Travel Demand Management (TDM) program, the Triangle Clean Cities program, and the regional Safe Routes to School coordination program.

In addition to our existing transportation-related work, Triangle J has also begun discussions with the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) regarding TJCOG becoming the DCHC MPO’s Lead Planning Agency (LPA). This presentation will provide an overview of the projects underway within Triangle J’s Transportation & Mobility focus area.

**Recommendation(s):** Informational

**Staff Responsible for Technical Support:** Matt Day, Director of Transportation

**Focus Area:** Transportation and Mobility

## **Triangle J Board of Delegates Meeting Agenda Comments-January 25, 2023**

Agenda Section: Business

### Adoption of DCHC Pay and Classification Plan

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**Background:** The Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) received unanimous approval from their board to proceed with contracting with TJCOG to become their Local Planning Agency (LPA) beginning July 1, 2023. As a result of the LPA agreement, DCHC will co-locate with TJCOG and DCHC employees will become TJCOG employees on July 1, 2023. To make the transition more efficient, both agencies agree that any new employees needed by DCHC from January – June 2023 would be better hired as TJCOG employees but will take direction from the DCHC Executive Director with regard to work plan and daily work. To do this, the TJCOG Board of Delegates needs to adopt the DCHC Pay and Classification Plan. Personnel hired under this arrangement will be subject to the TJCOG Personnel Policy and will be provided pay and benefits in accordance with the TJCOG Personnel Policy.

**Recommendation(s):** It is recommended that the Board approve the attached Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Pay and Classification Plan, effective January 26, 2023.

**Staff Responsible for Technical Support:** Jenny Halsey, Assistant Executive Director

**Focus Area:** Organization Operations/Administration

# Triangle J Council of Governments / DCHC MPO

Assignment of Classes to Grades & Salary Ranges

Proposed Effective: January 26, 2023

<u>Grade</u>	<u>Class Title</u>	<u>FLSA Status</u>	<u>Minimum</u>	<u>Maximum</u>
C437	MPO Transportation Planner	E	\$60,154.00	\$93,228.00
C447	Business Services Administrator	E	\$65,075.00	\$100,879.00
	MPO Transportation Modeler			
	Principal Planner			
C457	MPO Transportation Planning Manager	E	\$71,544.00	\$110,894.00
D637	Senior Engineering Manager	E	\$86,115.00	\$137,779.00



## Consent Agenda

- **Contract with City Explained for Community Viz Model Improvements- *Matt Day***
- **Board Resolution to support TJCOG's Grant Application to NCDOT- IMD for Safe Routes to Schools 2023-25 Funding Cycle - *Shuchi Gupta***
- **Budget Amendment 6 - *Hope Tally***
- **Acceptance of Fiscal Year 2021-2022 Financial Statements and Audit Report and Approval of Contract Extension - *Hope Tally***
- **Resolution in support of Application to NCDEQ Division of Water Resources Development Grant for State and Local Projects-- Nancy Branch Marsalis Way Culvert Feasibility Study - *Emily Barrett***
- **Adoption of DCHC Pay and Classification Plan- *Jenny Halsey***
- **Minutes November Board of Delegates Meeting - *Shantel Haskins***

## Triangle J Board of Delegates Meeting Agenda Comments-January 25, 2023

Agenda Section: Consent

Sole Source Approval for Contract with City Explained for CommunityViz Model Improvements

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**Background:** Triangle J Council of Governments is responsible for maintaining a land use forecasting model for the Triangle region known as a CommunityViz model. This model is primarily used to support the development of the travel model used by our region's two main Metropolitan Planning Organizations (MPOs) in the development of their Metropolitan Transportation Plans and other transportation analysis work, but is also used for other land use and transportation-related forecasting purposes as needed. Triangle J has been using this type of model for over a decade to support this work.

The Capital Area Metropolitan Planning Organization (CAMPO) has identified \$50,000 in its Fiscal Year 2023 work program to hire City Explained Inc. (CEI), the company that originally developed the CommunityViz model for our region, to analyze our existing model and recommend improvements to it. CAMPO would provide this funding to TJCOG through our existing project work agreement, and TJCOG would be responsible for administering the consultant contract. Due to the nature of the work, this would be a sole-source contract. CEI owned and developed the CommunityViz software for five years before selling the software to Texas A&M University in 2022—CEI remains a power user and national expert on the software, and was the original developer of the Triangle CommunityViz model. Under TJCOG's purchasing policies, sole source contracts must be approved by the Board before they can be signed.

**Recommendation(s):** Authorize the TJCOG Executive Director to enter into a sole-source contract with City Explained.

**Staff Responsible for Technical Support:** Matt Day, Transportation & Mobility

Director **Focus Area:** Transportation & Mobility

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN CITY EXPLAINED, INC. AND  
THE TRIANGLE J COUNCIL OF GOVERNMENTS**

This AGREEMENT is made and entered into effect on this \_\_\_\_\_ day of \_\_\_\_\_, 2023  
by and between:

The "CONSULTANT"

Name: CITY EXPLAINED, INC.  
Address: 728 Wild Berry Court, Marvin, NC 28173  
Telephone: 919-606-1620  
Representative: Matt Noonkester, President/Principal

— and —

The "CLIENT"

Name: Triangle J Council of Governments  
Address: 4307 Emperor Boulevard, Durham, NC 27703  
Telephone: 919-549-0551  
Representative: Matt Day, Director of Transportation

For Triangle Region CommunityViz Model Support Services, Research and Analysis Emphasis (the "PROJECT").

- (1) **DESCRIPTION OF WORK:** The CONSULTANT will render the Scope of Services described in "Attachment A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. The CONSULTANT may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT will evaluate and approve (or may deny), in writing, any subconsultants recommended for the PROJECT. The CLIENT and the CONSULTANT, by written amendment to this AGREEMENT, may make changes to the SERVICES. All changed work or additional services will be carried out under this AGREEMENT. The time for completion of the SERVICES will be adjusted accordingly if changed work or additional services are identified.
- (2) **COMPENSATION:** Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in "Attachment A", or, if no CONTRACT PRICE is indicated, in accordance with the CONSULTANT'S Schedule of Fees and Disbursements in effect at the time the SERVICES are rendered.

Invoices will be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this AGREEMENT, and will entitle the CONSULTANT, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES.

- (3) **REPRESENTATIVES:** Each party will assign in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. CLIENT'S assigned representative shall have no authority to change the material terms of this AGREEMENT or to legally bind the CLIENT in any manner.
- (4) **NOTICES:** All notices, consents, and approvals required to be given hereunder will be in writing and will be given to the representatives of each party. All notices required by this AGREEMENT to be given by

either party will be deemed to be properly given and received within seven (7) business days if made in writing to the other party by certified mail or email addressed to the regular business address of such part as identified above.

- (5) **CLIENT'S RESPONSIBILITIES:** The CLIENT will provide to the CONSULTANT in writing, the CLIENT'S total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT will make available to the CONSULTANT relevant information or data pertinent to the PROJECT that is required by the CONSULTANT to perform the SERVICES to the extent relevant information or data is available from the CLIENT. The CONSULTANT is entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other hired consultants employed by the CLIENT whether such consultants are engaged at the request of the CONSULTANT or otherwise. Where such information or data originates either with the CLIENT or its hired consultants, the CONSULTANT will not be responsible to the CLIENT for the consequences of any error or omission contained therein.

The CLIENT will give prompt consideration, as expressed in the SERVICES, to all documentation related to the PROJECT prepared by the CONSULTANT and, whenever prompt action is necessary, will inform the CONSULTANT of the CLIENT'S decision in such reasonable time so as not to delay the schedule of providing the SERVICES.

When applicable, the CLIENT will arrange and make provision for the CONSULTANT'S entry to the PROJECT site as well as other public and private property as necessary for the CONSULTANT to perform the SERVICES. The CLIENT will obtain any required approvals, licenses, or permissions from governmental or other authorities having jurisdiction over the PROJECT so as not to delay the CONSULTANT in the performance of the SERVICES.

- (6) **CONSULTANT'S RESPONSIBILITIES:** The CONSULTANT will furnish the necessary qualified personnel to provide the SERVICES. The CONSULTANT represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES are performed. This undertaking does not imply or guarantee a perfect PROJECT and, in the event of failure or partial failure of the product of the SERVICES, the CONSULTANT will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure the CONSULTANT'S performance. There are no other representations or warranties expressed or implied made by the CONSULTANT. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose will apply to the SERVICES provided by the CONSULTANT, nor will the CONSULTANT warrant or guarantee economic, market, or financial conditions, pro forma projections, schedules for public agency approvals, or other factors beyond the CONSULTANT'S reasonable control.

In performing the SERVICES under this AGREEMENT, the CONSULTANT will operate as and have the status of an independent contractor and will not act as, or be an employee of, the CLIENT. This AGREEMENT does not create any obligation or relationship such as a partnership, joint venture, or other similar legal relationship between the CLIENT and the CONSULTANT.

- (7) **TERMINATION:** Either party may terminate this AGREEMENT without cause upon ten (10) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving five (5) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT will forthwith pay the CONSULTANT for the SERVICES performed to the date of termination. Non-payment by the CLIENT of the CONSULTANT'S invoices within 60 days of the CONSULTANT rendering

same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of the CONSULTANT are terminated.

- (8) **SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, the CONSULTANT will be compensated for services performed and charges incurred prior to receipt of notice to suspend. There will be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than sixty (60) days, the CONSULTANT may, at its option, terminate this AGREEMENT upon giving notice in writing to the CLIENT.
- (9) **INDEMNITY:** The CONSULTANT will indemnify and hold the CLIENT harmless from and against loss, damage, injury costs (including reasonable attorney's fees, costs of investigation, and appellate level costs), or liability to the extent arising from the negligent acts, or professional errors or omissions, of each other and their respective employees, sub-consultants, and agents acting in the course and scope of their employment.
- (10) **INSURANCE:** Throughout the term of this AGREEMENT, the CONSULTANT will comply with the insurance requirements described below. In the event the CONSULTANT fails to procure and maintain each type of insurance required by this AGREEMENT, or in the event the CONSULTANT fails to provide the CLIENT with the required certificates of insurance, the CLIENT shall be entitled to terminate this AGREEMENT immediately upon written notice to the CONSULTANT.

Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage, whether such operations are performed by the CONSULTANT, any subconsultant, or anyone directly employed by either.

Commercial General Liability. Bodily injury and property damage liability as will protect the CONSULTANT and any subconsultant performing work under this AGREEMENT, from claims of bodily injury or property damage which arise from operation of this AGREEMENT, whether such operations are performed by the CONSULTANT, any subconsultant, or anyone directly employed by either. The amounts of such insurance will not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. Such liability insurance policy shall contain a waiver of subrogation.

Workers' Compensation Insurance. The CONSULTANT shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

- (11) **DOCUMENTS:** All documents prepared by the CONSULTANT or on behalf of the CONSULTANT in connection with the PROJECT are instruments of service for the execution of the PROJECT. The CONSULTANT retains an interest in the property and shares a copyright in these documents with the CLIENT, whether the PROJECT is executed or not.

Any document produced by the CONSULTANT in relation to the SERVICES is intended for the sole use of the CLIENT. The documents may not be relied upon by any other party without the express written consent of the CONSULTANT, which may be withheld at the CONSULTANT'S discretion. Any such consent will provide no greater rights to the third party than those held by the CLIENT under this AGREEMENT, and will only be authorized pursuant to the conditions of the CONSULTANT'S start from reliance letter.

The CONSULTANT retains an interest in all documents and information generated in connection with the performance of services and retains a permanent non-exclusive, royalty-free license to use these documents. Upon payment in full hereunder, the CONSULTANT will transfer a copy of all appropriate digital files in an editable format to the CLIENT for its use. A copyright on all images and text are retained jointly by the CONSULTANT and the CLIENT. Reproduction may be granted with credit in print.

Notwithstanding the foregoing, the CONSULTANT acknowledges that the CLIENT is bound by all requirements of the North Carolina Public Records Act and all other applicable public records laws and that any provision herein that is inconsistent with such laws shall be null and void.

- (12) **FORCE MAJEURE:** Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party will not constitute a breach of contract: labor strikes, riots, war, acts of government authorities, unusually severe weather conditions or other natural catastrophe, pandemics, or any other cause beyond the reasonable control or contemplation of either party.
- (13) **GOVERNING LAW:** This AGREEMENT will be governed, construed, and enforced in accordance with the laws of the State of North Carolina. The CLIENT and the CONSULTANT agree that any action brought in a court of law pertaining to this AGREEMENT or the obligations set forth herein shall be brought in Wake County, North Carolina.
- (14) **ASSIGNMENT AND SUCCESSORS:** Neither the CLIENT nor the CONSULTANT will, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT will inure to the benefit of and be binding upon the CLIENT and the CONSULTANT hereto, and except as otherwise provided herein, upon the executors, administrators, successors, and assigns.
- (15) **PROTECTION OF PRIVACY LAWS:** The CONSULTANT will comply with statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention, and disposition of confidential information that may be collected or created under this AGREEMENT. The CONSULTANT will refer any request for access to or correction of confidential information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information.
- (16) **ENTIRE AGREEMENT:** This AGREEMENT constitutes the sole and entire agreement between the CLIENT and the CONSULTANT relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, will form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and the CONSULTANT. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT will take precedence.
- (17) **SEVERABILITY:** If any term, condition, or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT will be binding on the CLIENT and the CONSULTANT.
- (18) **E-VERIFY:** E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work

authorization of newly hired employees pursuant to federal law. The CONSULTANT will ensure their staff and any subconsultants performing work under this AGREEMENT uses E-Verify if required to do so by North Carolina law and otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina Statutes. A breach of this provision by the CONSULTANT will be considered a breach of this AGREEMENT, which entitles the CLIENT to terminate this AGREEMENT, without penalty, upon notice to the CONSULTANT.

(19) **IRAN DIVESTMENT ACT:** Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, the CLIENT must require most entities with which it contracts, which would include the CONSULTANT under this AGREEMENT, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the "Final Divestment List"). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. The CONSULTANT clarifies that: (i) it is not listed on the Final Divestment List; and (ii) it will not utilize any subconsultant performing work under this AGREEMENT which is listed on the Final Divestment List.

The CLIENT and the CONSULTANT, intending to be legally bound, have made, accepted, and executed this AGREEMENT as of the Agreement Date noted above.

**CITY EXPLAINED, INC.**

**TRIANGLE J COUNCIL OF GOVERNMENTS**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name and title)

\_\_\_\_\_  
(printed name and title)

**PROFESSIONAL SERVICES AGREEMENT  
“ATTACHMENT A”**

Attached to and forming part of the AGREEMENT between:

CITY EXPLAINED, INC.  
(herein called the “CONSULTANT”)

— and —

TRIANGLE J COUNCIL OF GOVERNMENTS  
(herein called the “CLIENT”)

This Attachment details the Scope of Services, Contract Time, and Contract Price forming part of the above described AGREEMENT.

**PART 1: SCOPE OF SERVICES  
TRIANGLE REGION COMMUNITYVIZ MODEL SUPPORT SERVICES**

The CONSULTANT shall perform the following Scope of Services:

**PROJECT COORDINATION**

Task 1 – Study Oversight Team

A Study Oversight Team will be convened to oversee the work performed by the CONSULTANT, identify implementation priorities, and formulate an action plan to act on recommendations from the CONSULTANT for updating the Triangle Region CommunityViz Model (using CLIENT resources). Membership on the team will include representatives for the Triangle J Council of Governments, Capital Area MPO, Durham-Chapel Hill-Carrboro MPO, and their invited guests. The team will meet up to three times during the life of the project, including a project kick-off meeting and two project milestone meetings. Meetings under Task 1 will occur in-person at the Triangle J Council of Governments office in Durham, NC.

Task 2 – Core Technical Team

A Core Technical Team will be convened to interact with the CONSULTANT for technical topics addressed under Tasks 3, 4, 5, and 6 in the Scope of Services. Membership on the team will include representatives for the Triangle J Council of Governments, Capital Area MPO, and Durham-Chapel Hill-Carrboro MPO. The team will meet up to five times during the life of the project, including a project kick-off meeting and up to four technical group discussions. Meetings under Task 2 will be held virtually using the GoToMeeting platform.

**MODEL DEVELOPMENT & TESTING**

Task 3 – Land Suitability Analysis Module

The CONSULTANT will evaluate the existing land suitability analysis (LSA) module in the Triangle Region CommunityViz Model and recommend modifications to the factor lists, data, or rules based on best practices used by peer regions using CommunityViz software. Items evaluated may include, but are not limited to, 1) separate residential and non-residential routines, 2) multi-horizon year runs with different/evolving data sets, or 3) the type and number of LSA factors used for the module. The CLIENT may test one or more



recommendations from the CONSULTANT by building a small sample beta test model built with CommunityViz software. Regression analysis for the LSA factors is excluded from the CONSULTANT'S work under Task 3. Findings or conclusions from the beta test module may be used to refine recommendations for the LSA module in the Triangle Region CommunityViz Model (completed independent of the CONSULTANT).

#### Task 4 – Build-Out Potential Module

The CONSULTANT will evaluate the existing build-out potential routine and calculations in the Triangle Region CommunityViz Model with emphasis on parcel versus grid cell units of analysis, region versus sub-region model calculations, and related performance time considerations. The CLIENT may test one or more recommendations from the CONSULTANT by building a small sample beta test model built with CommunityViz software. Findings or conclusions from the beta test module may be used to refine recommendations for the build-out potential module in the Triangle Region CommunityViz Model (completed independent of the CONSULTANT).

#### Task 5 – Employment Control Total Categories

The CONSULTANT will evaluate different employment categories used in the Triangle Region CommunityViz Model and make recommendations about potential consolidation — especially service high, service low, and office categories used in the current model. Recommendations will consider the emphasis on land use and development potential topics in CommunityViz, and anticipated impacts upstream or downstream in the larger growth allocation process/routine if changes are made for the Triangle Region CommunityViz Model. The CONSULTANT will summarize its work and findings under Task 5 in a slide deck.

#### Task 6 – Additional Services

The CONSULTANT will be available as a technical resource for the CLIENT to discuss other topics important to the Triangle Region CommunityViz Model. Additional services may include, but are not limited to, ESRI ArcPro beta testing, employee space ratio studies, or randomness setting elasticity for the Allocator 5 Wizard in CommunityViz. Coordination may occur at regular intervals, set milestones, or on an as-needed basis to address the CLIENT'S questions moving forward. The CONSULTANT will answer questions, brainstorm ideas, or evaluate existing model features, as directed. The CONSULTANT will also be available to customize tools or applications in the software to meet needs specific to the Triangle Region: tools that might make things work faster, more effectively, or more efficiently.

Services under this task will be performed on an hourly-basis assuming a loaded hourly rate of \$195 per hour. Coordination may take place via email, conference call, or on-site meeting depending on the complexity of the issue, stakeholders involved, or the CLIENT'S wishes. Specific assignments to support the CLIENT will be detailed in a specific scope of services and fee estimate before work begins. The CLIENT will request services, and approve budgets, under Task 6 by email before the CONSULTANT begins work.

### **PART 2: CONTRACT TIME**

Commencement Date: February 1, 2023  
Estimated Completion Date: June 30, 2023

### **PART 3: CONTRACT PRICE**

The CONSULTANT shall perform the Scope of Services described in Part 1 above for a lump sum fee of \$50,000.00; including all expenses incurred as part of the identified PROJECT. Fees will be billed by the

CONSULTANT on a monthly basis based on the percent of work complete for the project. The CLIENT will remit payment for the fees billed each month within thirty days of receipt subject to the provisions of the AGREEMENT.

DRAFT

## **Triangle J Board of Delegates Meeting Agenda Comments-January 25, 2023**

Agenda Section: Consent

Board Resolution to support TJCOG's Grant Application to NCDOT- IMD for Safe Routes to Schools  
2023-25 Funding Cycle

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**Background:** Triangle J Council of Governments currently administers a Safe Routes to School program that was funded through a three-year grant from the North Carolina Department of Transportation in 2019—the current funding is set to expire on March 31, 2023. NCDOT recently opened a new round of grant applications to provide funding for the next three years, which would be funded at 100% state funding and would not require a local match. TJCOG is preparing an application for this latest round of funding, and is requesting a resolution of support from the Board of Delegates as part of the application process.

TJCOG's proposed scope of work for this project would include reaching out to schools/ school districts in all seven TJCOG counties to offer a range of supportive event services, such as assistance with bicycle and pedestrian safety education events or provision of training and outreach materials, as well as coordination with other organizations in the region that are performing similar work.

**Recommendation(s):** Adopt resolution of support for TJCOG grant application to NCDOT-Integrated Mobility Division's Safe Routes to School 2023-25 funding cycle.

**Staff Responsible for Technical Support:** Shuchi Gupta, Senior Planner

**Focus Area:** Transportation & Mobility

**BOARD RESOLUTION TO SUPPORT TJCOG'S SAFE ROUTES TO SCHOOL GRANT APPLICATION FOR 2023-25 FUNDING CYCLE TO NCDOT- IMD**

WHEREAS, the North Carolina Department of Transportation- Integrated Mobility Division (NCDOT-IMD) is accepting applications for Safe Routes to Schools 2023-25 funding cycle; and

WHEREAS, the Safe Routes to Schools program is a grant reimbursement program to provide improvements that can help make bicycling and walking to and from school a safe and healthy transportation alternative.; and

WHEREAS, the Triangle J Council of Governments Board of Delegates recognizes the importance of a balanced transportation network to the economic and social well-being of the community; and

WHEREAS, upon submitting Safe Routes to School Grant application, a resolution expressing support for the application and willingness to administer the funds is needed from the Triangle J Council of Governments Board of Delegates; and

WHEREAS, the Triangle J Council of Governments Board of Delegates will partner with the K-12 Schools in its seven county region to submit an application by the Feb 06, 2023 which is the deadline for submission, and

WHEREAS, the Triangle J Council of Governments will be the lead agency partnering with K-12 Schools in all seven counties served by TJCOG and will support and administer the Safe Routes to School 2023-25 grant; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DELEGATES of TRIANGLE J COUNCIL OF GOVERNMENTS, DURHAM, NORTH CAROLINA THAT:**

The Council adopts a resolution of support and administration for an application for a Safe Routes to School, NCDOT 2023-25 grant.

This the \_\_\_\_ day of January 2023.

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Chair, Triangle J Council of Governments Board of Delegates

I, \_\_\_\_\_ a Notary Public of \_\_\_\_\_ County, North Carolina do hereby certify that \_\_\_\_\_ personally appeared before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ to affix his signature to the foregoing document.

(S E A L)

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

## Triangle J Board of Delegates Meeting Agenda Comments - January 25, 2023

Agenda Section: Consent

Resolution in Support of the Application for NCDEQ Division of Water Resources Development Grant for State and Local Projects-- Nancy Branch Marsalis Way Culvert Feasibility Study

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**Background:** Triangle J Council of Governments was approached by the lawyer for a neighborhood in Cary called Carolina Preserve at Amberly regarding a desire to apply for North Carolina Department of Environmental Quality (NCDEQ) funds for scoping possible solutions to an undersized culvert that directs water downstream from their development. The neighborhood wishes to not only solve the engineering problem of water backing up and causing stress on the retaining wall around the culvert, but also to examine opportunities to address the larger upstream and downstream area more holistically--with water quality as an objective-- including stream restoration opportunities and green infrastructure opportunities. The study would also help the neighborhood association to understand both environmental and cost implications of the different possible solutions. NCDEQ Division of Water Resources Development Grant for State and Local Projects requires that applications for these grant funds include a formal resolution in support of the grant application. This grant, if awarded would fund \$16,500 of the "Nancy Branch Marsalis Way Culvert Feasibility Study" and the Carolina Preserve at Amberly Homeowners Association would be responsible for \$16,500, for a total anticipated project cost of \$33,000. There is no cost to TJCOG and TJCOG staff time would be paid for through the project. As this project is in the Jordan Lake watershed, an important drinking water source for our region, staff recommends support of this grant application on behalf of the community to solve the issue systemically, with water quality and environmental quality as key objectives.

**Recommendation(s):** Authorize Chair to sign resolution on behalf of the Board of Directors.

**Staff Responsible for Technical Support:** Emily Barrett, Environment & Resilience Program Manager

**Focus Area:** Environment & Resilience

**Triangle J Council of Governments Resolution**  
**NCDEQ Water Resources Development Grant for**  
**Carolina Preserve at Amberly HOA Marsalis Way Culvert Preliminary Feasibility Study**

WHEREAS, the Triangle J Council of Governments (TJCOG) desires to sponsor, Amberly Homeowners Association (HOA) Marsalis Way Culvert Preliminary Feasibility Study, to determine options for an under-sized culvert that results in flooding, environmental degradation, and culvert retaining wall damage. TJCOG is assisting the Amberly HOA to consider and scope options to preserve the drainage function of the culvert while preserving and enhancing the health of the surrounding water system.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Board requests the State of North Carolina to provide financial assistance to Triangle J Council of Governments for the Carolina Preserve at Amberly HOA Marsalis Way Culvert Preliminary Feasibility Study in the amount of \$16,500 and this grant amount will be matched by the Carolina Preserve at Amberly HOA in the amount of \$16,500;
- 2) The Board assumes full obligation for payment of the balance of project costs, if any, beyond grant award. TJCOG will not contract for any work in exceedance of the \$33,000 budget for which grant funding is being sought;
- 3) The Board will obtain all necessary State and Federal permits. At this time TJCOG has not identified any permits needed to do a study of this kind, however permit identification will be part of the preliminary feasibility study;
- 4) The Board will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments;
- 5) As this is a non-construction study only, the Board will direct TJCOG to hire a consultant to identify green infrastructure options, scope, and price for a wholistic solution to the under-sized culvert issue in the Carolina Preserve at Amberly HOA on Marsalis Way;
- 7) The Board will assure that the study is available for review by the public on the TJCOG website on an equal basis with no restrictions;
- 8) The Board will hold the State harmless from any damages that may result from the funded preliminary feasibility study;
- 9) The Board accepts responsibility for the completion of this project.

Adopted by the Board of the Triangle J Council of Governments this 25 day of

January 2023.

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Shantel Haskins, Clerk, TJCOG Board

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DeDreana Freeman, Chair, TJCOG Board

## Triangle J Board of Delegates Meeting Agenda Comments-January 25, 2023

Agenda Section: Consent

Budget Amendment 6

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### **Background:** \_

Triangle Clean Cities - This amendment reflects additional funding awarded through US Department of Energy Clean Cities to Triangle Clean Cities Coalition for the purpose of having Triangle J serve as Peer Mentor for other coalitions across the country. An increase to the project budget in the amount of \$2,000 is recommended.

Clean Fuels Advanced Technologies - This amendment reflects additional funding awarded through Federal Congestion Mitigation & Air Quality (CMAQ) for the purpose of promoting increased focus on bicycle and pedestrian safety. An increase to the project budget in the amount of \$18,000 is recommended.

Disaster Recovery & Resiliency – With the adoption of the original budget, this project was anticipated to be federally funded under the Economic Development Administration. The project is now being funded by the NC General Assembly and administered by OSBM. These two amendments have no net effect to the budget but transfers the budget to a new project under Environment & Resilience to more appropriately reflect the revenue source and project.

MIPPA VI – Triangle J has been awarded additional federal funding from the NC Department of Insurance for Medicare Extra Help Outreach. A new project will be created and a new budget in the amount of \$95,538 is recommended.

Member Assistance – A new project will be created to reflect providing special services to member governments. The project will be funded through fees paid by participating member governments. A beginning project budget of \$20,000 is recommended.

Durham MPO – A new project will be created to cover the addition of MPO staff from January 2023 through June 2023. The cost will be funded by revenue from the current Durham MPO. A beginning project budget of \$88,000 is recommended.

**Recommendation(s):** It is recommended that the Board of Delegates approve the budget resolution amendment for signature.

**Staff Responsible for Technical Support:** Hope Tally, Chief Finance Officer

**Focus Area:** Organization Operations/Administration



**Triangle J Council of Governments**  
**A Resolution for Budget Amendment No. 6**  
**of the Fiscal Year 2022-2023**

WHEREAS, the Triangle J Council of Governments adopted its 2022-2023 Budget Resolution on May 25, 2022; and, WHEREAS, it is necessary for Triangle J to make a revision by way of the following budget amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DELEGATES OF THE TRIANGLE J COUNCIL OF GOVERNMENTS that Triangle J's FY 2022-2023 Budget Resolution is hereby amended by Budget Amendment No. 6 as follows:

**Project 4801 Triangle Clean Cities**

The following accounts should be adjusted by:

Revenue Account

4010 Federal \$2,000.00

Total \$2,000.00

Expense Account

5500 Travel-Mileage \$2,000.00

Total \$2,000.00

**Purpose:** Additional funding awarded to Triangle Clean Cities Coalition to serve as Peer Mentor for other Coalitions across the country.

**Funding:** US Department of Energy Clean Cities

**Project 4850 Clean Fuels Advanced Technologies**

The following accounts should be adjusted by:

Revenue Account

4010 Federal \$18,000.00

Total \$18,000.00

Expense Account

5100 Salaries \$13,000.00

6800 Conferences/Professional Development \$5,000.00

Total \$18,000.00

**Purpose:** Additional funding awarded for increased focus on bicycle and pedestrian safety.

**Funding:** Federal Congestion Mitigation & Air Quality (CMAQ) funds awarded by NCDOT and NC State University.

**Project 4819 Disaster Recovery and Resiliency**

The following accounts should be adjusted by:

Revenue Account

4011 Federal/State Pass-Thru (\$174,871)

Total (\$174,871)

Expense Account

5100 Salaries (\$51,821)

5200 Fringe Benefits (\$24,221)

6800 Conferences/Professional Development (\$2,000)

7000 Contractual (\$71,035)

7700 Indirect Cost (\$25,794)

Total (\$174,871)

**Purpose:** To reclassify project under Environment & Resilience focus area.

**Funding:** NC General Assembly - administered by OSBM

**Project 4794 Disaster Recovery & Resiliency**

The following accounts should be adjusted by:

Revenue Account

	4020 State	\$174,981
	Total	\$174,981
<hr/>		
<u>Expense Account</u>		
	5100 Salaries	\$51,821
	5200 Fringe Benefits	\$24,221
	6800 Conferences/Professional Development	\$2,000
	7000 Contractual	\$71,035
	7700 Indirect Cost	\$25,794
	Total	\$174,871

**Purpose:** To reclassify project under Environment & Resilience focus area.  
**Funding:** NC General Assembly - administered by OSBM

Project 4819 started out as a project funded by the federal Economic Development Administration. Staff decided that it would be better to create a new project number that more accurately reflects the source of the funding to be entirely from the NC Legislature through Section 5.9.(a)(20) of Session Law 2021-180 and the related

**Project 5056 MIPPA VI**

The following accounts should be adjusted by:		
<u>Revenue Account</u>		
Account	4010 Federal	\$95,538
	Total	\$95,538
<hr/>		
<u>Expense Account</u>		
Account	5100 Salaries	\$10,750
Account	5200 Fringe Benefits	\$5,024
Account	5400 Advertising	\$23,544
Account	5500 Travel-Mileage	\$150
Account	6200 General Supplies	\$352
Account	7000 Contractual	\$50,568
Account	7700 Indirect Cost	\$5,150
	Total	\$95,538

**Purpose:** New contract for Medicare Extra Help Outreach  
**Funding:** NC Dept. of Insurance-SHIIP

**Project 4019 Member Assistance**

The following accounts should be adjusted by:		
<u>Revenue Account</u>		
Account	4060 Project Income	\$20,000.00
	Total	\$20,000.00
<hr/>		
<u>Expense Account</u>		
Account	5150 Salaries Temporary	\$9,290
Account	5250 Fringe Temporary	\$710
Account	7000 Contractual	\$10,000
	Total	\$20,000.00

**Purpose:** To create a project for special assistance to member governments.  
**Funding:** Member fees.

**Project 4954 Durham MPO**

The following accounts should be adjusted by:		
<u>Revenue Account</u>		
Account	4060 Project Income	\$88,000
	Total	\$88,000

<u>Expense Account</u>		
Account	5100 Salaries	\$60,000
Account	5200 Fringe Benefits	\$28,000
	Total	<u>\$88,000</u>

**Purpose:** To create a new project for Durham MPO employees hired from January 1 to June 30, 2023

**Funding:** Durham MPO

Adopted and approved on this 25th Day of January 2023.

\_\_\_\_\_  
DeDreana Freeman, Chair

Attest:

\_\_\_\_\_  
Lee Worsley, Executive Director

## **Triangle J Board of Delegates Meeting Agenda Comments-January 25, 2023**

Agenda Section: Consent

Acceptance of Fiscal Year 2021-2022 Financial Statements and Annual Audit Report and  
Approval of Contract Extension

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**Background:** Triangle J's FY 2021-2022 Financial Statements, Compliance and Independent Auditor's Report have been prepared by the Council's auditing firm, Cherry Bekaert, and are ready for presentation to the Board of Delegates. The audit contains an unmodified "clean" audit opinion that offers a sound financial picture for Triangle J during the last fiscal year. The report will be distributed to all appropriate parties needing copies of the audit, e.g., grantors, state agencies, funding organizations, etc.

Due to our own staff turnover as well as other local governments, the finance officer reached out to the State Treasurer's office and asked if it would be possible to extend the deadline for submission of the financial statement to not only give Triangle J staff time to work through areas that were behind but also give the auditor the opportunity to serve units of government that issue debt before Triangle J. The State Treasurer's office stated this was reasonable and acceptable. The auditing contract with Cherry Bekaert needs to be amended accordingly and a letter submitted to the Local Government Commission to reflect the extension of time for completion.

**Recommendation(s):** It is recommended that the Board of Delegates accept the presented financial statements and authorize Chair Freeman to execute the amendment to Triangle J Council of Governments' 2021-2022 audit contract with Cherry Bekaert with a corresponding letter to the Local Government Commission.

**Staff Responsible for Technical Support:** Hope Tally, Chief Finance Officer

**Focus Area:** Organization Operations/Administration

## ***DRAFT MINUTES***

Board of Delegates Meeting

Wednesday, October 26, 2022

6:00 PM

*Held via simultaneous communication via Zoom*

### *Delegates and Alternate Delegates Attending:*

Wilma Laney, Town of Aberdeen

Bob Smith, Town of Angier

Brett Gantt, Town of Apex

Jerry Medlin, Town of Benson

Thomas Beal, Town of Broadway

David Seiberling, Cameron

Jennifer Robinson, Town of Cary

DeDreana Freeman, City of Durham

Heidi Carter, Durham County

Ken Marshburn, Town of Garner

Timothy Forrest, Town of Holly Springs

Butch Lawter, Johnston County

Bill Carver, Lee County

Jamezetta Bedford, Orange County (A)

Jeff Morgan, Village of Pinehurst

Pamela Baldwin, Town of Pittsboro

Donald Rains, Town of Princeton

Michelle Medley, Town of Rolesville (A)

Rebecca Wyhof Salmon, City of Sanford

Amy West Whitley, Town of Selma (A)

Bill Haiges, Town of Siler City

Susan Evans, Wake County

David McGowan, Town of Wilson's Mills

### *Delegates and Alternate Delegates Absent:*

Teressa Beavers, Town of Aberdeen (A)

Audra Killingsworth, Town of Apex(A)

Mark Wilson, Town of Archer Lodge

Mark Jackson, Town of Archer Lodge (A)

Cassandra Stack, Town of Benson (A)

Donald Andrews, Town of Broadway (A)

Randee Haven O'Donnell, Town of Carrboro

Dan Bonillo, Town of Carthage

Lori Bush, Town of Cary (A)

Michael Parker, Town of Chapel Hill

Mike Dasher, Chatham County

Diana Hales, Chatham County (A)

Jason Thompson, Town of Clayton

Javiera Caballero, City of Durham (A)

Nida Allam, Durham County (A)

Larry Smith, Town of Fuquay-Varina

Kathleen Ferguson, Town of Hillsborough

Matt Hughes, Town of Hillsborough (A)

Aaron Wolff, Town of Holly Springs (A)

Trinity Henderson, Town of Kenly

Jessica Day, Town of Knightdale

Latatious Morris, Town of Knightdale

Arianna Lavallee, Lee County (A)

Frank Quis, Moore County

Satish Garimella, Town of Morrisville

Steve Rao, Town of Morrisville (A)

Sally Greene, Orange County

Jeff Holt, Town of Pine Level

Greg Baker, Town of Pine Level (A)

Jane Hogeman, Village of Pinehurst (A)

John Bonitz, Town of Pittsboro (A)

David Knight, City of Raleigh

Nikki Bradshaw, Town of Robbins (A)

Ronnie Currin, Town of Rolesville

Bryon McAllister, Town of Selma Lewis

Fadely, Town of Siler City (A) Andy

Moore, Town of Smithfield

John Dunn, Town of Smithfield (A) Carol

Haney, Town of Southern Pines Bill

Pate, Town of Southern Pines (A) Al

Mosley, Town of Vass

Shinica Thomas, Wake County (A) Chad

Sary, Town of Wake Forest Vivian

Jones, Town of Wake Forest (A) Joe

DeLoach, Town of Wendell

Deans Eatman, Town of Wendell (A)

Larry Loucks, Town of Zebulon

Beverly Clark, Town of Zebulon(A)

(A)– Alternate Delegate (E) – Excused Absence

**TJCOG staff attending:**

Matt Day, Director of Transportation  
Lindsay Whitson, Community and Economic  
Development Director  
Beth Davis, Communications Coordinator  
Jenisha Henneghan, Assistant Director Area  
Agency on Aging  
Blake Matthews, Aging Program Specialist  
Adam Spillman, Data Strategy Coordinator  
Marc Boettger, Planner I

Shantel Haskins, Administrative Support  
Specialist  
Hope Tally, Chief Finance Officer  
Alana Keegan, Member Engagement Manager  
Lee Worsley, Executive Director  
Jenny Halsey, Assistant Executive Director

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***Call to Order, Welcome, Roll Call, and Declaration of Quorum***

1<sup>st</sup> Vice-Chair Ken Marshburn called the meeting to order at 6:05 PM and welcomed all attendees. Mr. Marshburn reviewed the requirements for virtual public meetings. Shantel Haskins, Administrative Support Specialist, conducted the roll call to verify the attendance of delegates and alternates, then declared that a quorum was present.

***Review of Agenda***

Chair Freeman presented the agenda and asked if any delegates wanted to make changes. Mr. Worsley added he would be providing an update on TJCOG Office Space proposal during the Executive Director report. Chair Freeman noted the addition, hearing no additional changes, and elected to move forward with the agenda as presented.

***Recognitions and Presentations***

- **Introduction of New TJCOG Staff**

Chair Freeman asked Jenny Halsey, Assistant Executive Director, to introduce this item. Ms. Halsey was excited to introduce new staff members along with TJCOG Focus area leads. Lindsay Whitson, Community and Economic Development Director, introduced Marc Boettger, who will be working as a Planner I. Ms. Halsey introduced Beth Davis, working as Communications Coordinator for TJCOG. Executive Director Lee Worsley introduced Hope Tally as TJCOG’s new Chief Finance Officer. Ms. Halsey was excited to introduce all new staff members to the Board of Delegates and appreciated the great initiatives they have been a part of.

- **Recognition of Triangle J Area Agency on Aging’s 2022 NADO Aliceann Wohlbruck Impact Award**

Chair Freeman asked Jenisha Henneghan, Assistant Director Area Agency on Aging and Blake Matthews, Aging Program Specialist, to introduce this item. Ms. Henneghan recognized Mr. Matthews for his valuable work as TJCOG’s COVID Outreach Coordinator;

and his efforts to lead the Area Aging on Aging to receive the 2022 NADO Aliceann Wohlbruck Impact Award. The National Association of Development Organizations (NADO) annually recognizes member organizations that demonstrate valuable and effective approaches to regional economic and community action. Mr. Matthews planned and administered outreach and educational activities to further the knowledge, access, and acceptance of COVID-19 vaccines for the region. The initial initiative was geared toward adults aged 60 and older; efforts expanded to include family caregivers for older adults, individuals who are unable to leave their homes, as well as individuals who live in areas that have limited resources. Mr. Matthews was able to partner with fifty nonprofit organizations, advisory groups, and local government partners to provide vaccination information. Mr. Matthews expressed that he was able to reach over 400,000 individuals and families, with over 1,650 people in total receiving a COVID-19 vaccination.

### ***Business***

- **Member Support & Strategy Program Updates**

Chair Freeman asked Alana Keegan, Member Engagement Manager, to introduce this item. Ms. Keegan provided an overview of the Member Support & Strategy focus area. The Member Support & Strategy focus area assists local governments with challenges by serving as an external source of guidance, technical expertise, and advocacy at the state and federal levels. Ms. Keegan highlighted that a focus for staff in recent months has been to assist local governments with recruitment, retention, and employee-wellbeing. At the beginning of the year, TJCOG put together a working group that included representation of all seven counties and a collaboration of managers and human resource directors. The working group's focus consisted of mental health and well-being, improved equity and pay and classification, better data on employee trends and needs, and coordinated and improved marketing.

She outlined the following work products that are in development: a shared technology platform for candidate recruitment; a public sector pipeline program to improve relationships at universities, community colleges, and HBCUs; data collection and trainings for mental health awareness. Ms. Keegan mentioned that the 2022 Regional Summit: Minding Our Minds, will be held November 2, 2022, at Dorothea Dix Park and will serve as a day of connection, learning, and take-home tools to improve well-being individually and collectively. Ms. Keegan, in closing, noted offering a variety of assistance to support the diverse needs of our members will continue to be the center of strategic decision-making for the region.

### ***Consent Agenda***

- ***Budget Amendment ESFR 2019 Durham County and ESFR 2019 Harnett County***
- ***Uniform Guidance Policy Waiver Request***
- ***Board of Delegates and Executive Committee 2023 Meeting schedule***
- ***Minutes of August 24, 2022 Board of Delegates meeting***

Chair Freeman presented the Consent Agenda for approval and asked if anyone wanted to pull an item for individual consideration. Hearing none, Chair Freeman asked for a motion to approve the consent agenda as presented. *Mr. Rains* made a motion to approve the consent agenda as presented; *Mr. Marshburn* seconded the motion. Ms. Haskins conducted the vote via roll call; the motion was unanimously approved.

### **Items Removed from Consent Agenda**

None Removed.

### **Executive Director's Report**

Mr. Worsley thanked the Triangle Clean Cities Coalition and Transportation department for a great event at the Alternate Fuel Technology Showcase. Mr. Worsley displayed photos of the event attendees and vehicles that were present for the demonstration. TJCOG has occupied current office space since 2003 and renewed in 2013 with renovations. The current lease expires July 2023 and prompts a decision whether to stay at the current location or explore further options. TJCOG staff participated in a survey about new space and observations from staff heavily focused on collaboration areas for small teams, better communal rooms, more private rooms/offices for virtual meetings, and larger conference room(s) with great technology for hybrid meetings. He emphasized having staff input was valuable and an important part of such a major decision for the organization for the next several years. Mr. Worsley offered the options: staying at the current location and expanding into the adjacent suite with the addition of a direct outdoor entrance into the suite, transitioning to GoTriangle space, or relocating to RTP HUB. He provided the cost of each location and an outlook of how TJOG would merge into each space based on model goals for years to come. Mr. Worsley, in closing, looks forward to providing an update to the Board at the November meeting and asked Board members to empower Board Officers to make the final decision by or around December 1. Mr. Rains supports the Board of Delegates appointing Board Officers to assist Mr. Worsley in negotiations for the final decision on office space.

### **Chair's Report**

Chair Freeman provided a reminder to join the Regional Summit on November 2, 2022, as it is highlighting an important topic. She also mentioned she had an opportunity to sit in on the Triangle Trends report and it is a very helpful resource for the area and invites members to share and utilize result findings.

### **Around the Region**

Delegates and Alternate Delegates present provided updates for their respective areas.

### **Other Business**

Chair Ferguson asked if there was any other business. Hearing no further business, *Mr. Marshburn* made a motion to adjourn the meeting; *Mr. Forrest* seconded the motion. Chair Freeman adjourned the meeting at 7:38 PM.