Triangle J Board of Delegates
Meeting Agenda

The Honorable DeDreana Freeman, Presiding
Wednesday, May 24, 2023- 6:00 p.m. – 8:00 p.m. Hybrid
Meeting: Virtual OR In-Person
Triangle J Council of Governments
4307 Emperor Blvd., Suite 110, Durham, NC 27703
PLEASE MAKE NOTE THIS MEETING WILL BE HELD
AT TOWN OF APEX TOWN HALL
73 Hunter Street, Apex, NC

1. CALL TO ORDER — 6:00 P.M.

a. Call to Order and Welcome
Official: DeDreana Freeman

b. Roll Call

c. Declaration of Quorum
Official: DeDreana Freeman

2. REVIEW OF AGENDA — 6:05 P.M.

a. Review of Agenda
Official: DeDreana Freeman

POTENTIAL ACTION: Approval on Consent Agenda

3. PRESENTATIONS AND RECOGNITIONS — 6:07 P.M.

a. New Employee Introductions
Presenter: Jenny Halsey, Assistant Executive Director
- *Cover*

b. RTI Update on Workforce Survey
Presenter: Alana Keegan, Member Engagement Manager & Michael Hogan, RTI

c. Celebrating Older American's Act
Presenter: May Warren, Area Agency on Aging Director
- *Cover*
- *Proclamation*

d. Staffing Announcement – Area Agency on Aging
Presenter: Lee Worsley, Executive Director

4. BUSINESS — 6:45 P.M.

a. Interlocal Agreement between City of Durham & TJCOG – Transition Lead Planning Responsibilities from City of Durham to TJCOG
Presenter: Lee Worsley, Executive Director
- *Cover*
- *Agreement*
- *Resolution*

POTENTIAL ACTION: Adoption on Consent Agenda

b. Branding & Charter Update
Presenter: Alana Keegan, Member Engagement Manager

POTENTIAL ACTION: None – Informational Only

c. Nominating Committee Report
Presenter: DeDreana Freeman, Chair

POTENTIAL ACTION: Approval of Slate as Presented

POTENTIAL ACTION: Place Approved Slate of Nominations on Consent Agenda

OR

POTENTIAL ACTION: Nominations Other than Slate as Presented

POTENTIAL ACTION: Remove From Consent for Further Discussion & Vote

d. Proclamation Honoring the Life of David Seiberling, Town of Cameron
Presenter: Lee Worsley, Executive Director
- *Proclamation*

POTENTIAL ACTION: Adoption on Consent Agenda

e. Resolution Adopting 2023-2024 Budget
Presenter: Lee Worsley, Executive Director
- *Cover*
- *Staffing Information*
- *Resolution*

POTENTIAL ACTION: Adoption on Consent Agenda

5. CONSENT 7:15 P.M. *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 that is removed from the Consent Agenda will be considered individually after the Consent Agenda.

a. Approval of Agenda as Presented

b. DRAFT Minutes
- April 20, 2023

c. Resolution Adopting 2023-2024 Budget

d. Interlocal Agreement –City of Durham & TJCOG

e. Resolution -Transition Lead Planning Agency Responsibilities to TJCOG

f. Nominating Committee Assignments

g. Proclamation Honoring Older Americans Month

h. Recognition of Life of David Seiberling, Town of Cameron

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

6. ITEMS REMOVED FROM CONSENT AGENDA 7:20 P.M.

7. PUBLIC HEARINGS

8. EXECUTIVE DIRECTOR'S REPORT 7:35 P.M.

a. Executive Director's Report
Presenter: Lee Worsley

POTENTIAL ACTION: None – Receive as Information

9. CHAIR'S REPORT 7:40 P.M.

a. Chair's Report
Official: DeDreana Freeman

POTENTIAL ACTION: None – Receive as Information

10. AROUND THE REGION 7:45 P.M.

a. Around the Region Reports/Updates

POTENTIAL ACTION: None – Receive as Information

11. OTHER BUSINESS 7:55 P.M.

a. Other Business
Official: DeDreana Freeman

12. ADJOURNMENT 8:00 P.M.

a. Adjourn the Meeting

POTENTIAL ACTION: Motion to Adjourn

TRIANGLE J COUNCIL OF GOVERNMENTS
BOARD OF DELEGATES MEETING
AGENDA COVER SHEET

May 24, 2023 - Full Board

AGENDA LOCATION:

Presentations & Recognitions

ITEM TITLE:

New Employee Introductions

PRESENTER(S):

Jenny Halsey

BACKGROUND:

During this time, TJCOG program directors will introduce new members of the TJCOG team and discuss their roles and respective projects. Mary Warren, Area Agency on Aging Director, will introduce Jacqlyn Holeman, working as the Aging Program Associate.

RECOMMENDATION:

None - Informational Only

FOCUS AREA:

Administration & Operations

WILL DOCUMENTATION BE INCLUDED FOR AGENDA PACKET:

☐ Yes ☒ No

IS ANY ADDITIONAL ACTION/COMMUNICATION REQUIRED:

☐Public Hearing

☐Newspaper Notice Required

☐Website

☐Press Release

☐Social Media

TRIANGLE J COUNCIL OF GOVERNMENTS
BOARD OF DELEGATES MEETING
AGENDA COVER SHEET

May 24, 2023 - Full Board

AGENDA LOCATION:

Presentations & Recognitions

ITEM TITLE:

Celebrating Older Americans Act Month 2023

PRESENTER(S):

Mary Warren, Area Agency on Aging Director

BACKGROUND:

Every May, the Administration for Community Living leads the nation's observance of Older Americans Month (OAM). The 2023 theme is Aging Unbound, which offers an opportunity to explore diverse aging experiences and discuss how communities can combat stereotypes. Join us in promoting flexible thinking about aging – and how we all benefit when older adults remain engaged, independent, and included. May 2023 also marks the 50th anniversary of the Area Agencies on Aging. Since their inception, AAA's have launched and coordinated a growing range of innovative services and supports that help enable older adults to age well at home and in their communities.

RECOMMENDATION:

None - Informational Only

FOCUS AREA:

Aging

WILL DOCUMENTATION BE INCLUDED FOR AGENDA PACKET:

☐Yes ☒ No

IS ANY ADDITIONAL ACTION/COMMUNICATION REQUIRED:

☐Public Hearing

☐Newspaper Notice Required

☐Website

☐Press Release

☐Social Media

Proclamation

Older Americans Month

May 2023

Whereas, all communities within the Triangle J Council of Governments include a growing number of older Americans who contribute their time, wisdom, and experience to our community; and

Whereas, all our communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

Whereas, Triangle J Council of Governments recognizes the need to create communities that offer services and support to older adults with their need to make choices about how they age; and

Whereas, Triangle J Council of Governments communities can work to build an even better community for all older residents by:

- *Not limiting thinking about aging,*
- *Exploring and combating stereotypes,*
- *Emphasizing the many positive aspects of aging,*
- *Inspiring older adults to push past traditional boundaries, and*
- *Embracing their community's diversity.*

Now, therefore, The Triangle J Council of Governments Board of Delegates does hereby proclaim May 2023 to be Older Americans Month and urge every community to celebrate their older citizens, help to create an inclusive society, and accept the challenge of flexible thinking around aging.

Duly and proudly adopted this the 24th day of May 2023 while in regular session.

_____

DeDreana Freeman
Chair

TRIANGLE J COUNCIL OF GOVERNMENTS

TRIANGLE J COUNCIL OF GOVERNMENTS
BOARD OF DELEGATES MEETING
AGENDA COVER SHEET

MEETING DATE:

May 24, 2023 - Full Board

AGENDA LOCATION:

Business

ITEM TITLE:

Consideration of Resolution Authorizing Execution of an Inter-Governmental Agreement Between TJCOG and the City of Durham to Transition the DCHC Lead Planning Agency Responsibilities from the City of Durham to TJCOG

PRESENTER(S):

Lee Worsley, Executive Director

BACKGROUND:

The Triangle J COG staff have been working with Durham-Chapel Hill-Carrboro MPO staff and the City of Durham staff as Triangle J COG prepares to become the Lead Planning Administrator (LPA) for the MPO.

Part of this transition is the movement of all MPO employees to TJCOG. An agreement has been developed between the City of Durham and TJCOG regarding this action and is attached for the Board's review. The City, MPO, TJCOG staff, and attorney have reviewed the agreement. The Durham City Council is scheduled to review the agreement in Mid-May.

A resolution authorizing the execution of the agreement is attached and is recommended to be approved by the Board.

RECOMMENDATION:

Place on Consent Agenda

FOCUS AREA:

Administration & Operations

WILL DOCUMENTATION BE INCLUDED FOR AGENDA PACKET:

☒ Yes ☐ No

IS ANY ADDITIONAL ACTION/COMMUNICATION REQUIRED:

☐Public Hearing

☐Newspaper Notice Required

☐Website

☐Press Release

☐Social Media

INTER-GOVERNMENTAL AGREEMENT BETWEEN TJCOG AND THE CITY OF DURHAM TO TRANSITION THE DCHC MPO LEAD PLANNING AGENCY RESPONSIBILITIES FROM THE CITY OF DURHAM TO TJCOG

THIS INTER-GOVERNMENTAL AGREEMENT ("Agreement") is entered into on this the ____ day of _____, 2023 by and between the Triangle J Council of Governments, a North Carolina regional council of governments (hereinafter referred to as "TJCOG") and the **CITY OF DURHAM,** a North Carolina municipal corporation (hereinafter referred to as the "City"), and together collectively TJCOG and the City may be referred to as the "Parties." This Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

WHEREAS, the Durham-Chapel Hill- Carrboro Metropolitan Planning Organization ("DCHC-MPO") was established to comply with Section 134 of Title 23 United States Code, and any subsequent amendments to that statute, and any implementing regulations; Title 49 U.S.C. Chapter 53 and any subsequent amendments to these statutes and any implementing regulations; and the clean Air Act of 1970, as amended, [42 U.S.C.7504 and 7506(c)]; and to conduct a continuing, cooperative and comprehensive ("3-C") transportation planning process for the Durham-Chapel Hill-Carrboro urban area;

WHEREAS, the DCHC-MPO Executive Board received a governance study in February 2022 that recommended DCHC-MPO management by a Regional Planning Agency, such as the Triangle J Council of Governments; and

WHEREAS, DCHC-MPO and TJCOG are working collaboratively to execute a Lead Planning Agency (LPA) Agreement ("DCHC-TJCOG LPA Agreement") for DCHC-MPO management, which is intended to begin July 1, 2023; and

WHEREAS, the result of this Agreement and the DCHC-TJCOG LPA Agreement is that City employees will become TJCOG employees on July 1, 2023 and TJCOG will assume the responsibilities of the Lead Planning Agency; and

WHEREAS, the City of Durham and TJCOG desire to cooperate in every way possible to continue an effective 3-C transportation planning process in the DCHC-MPO urban area.

NOW THEREFORE, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to City personnel, assets, and financial commitments during the term of the Agreement. This Agreement is not intended to establish, and does not establish, a separate governmental entity for the performance of any function. Unless expressly stated otherwise in this Agreement, TJCOG does not assume, and shall not be responsible for, any financial or other liabilities that may currently exist as of the Effective Date of this Agreement, whether known or unknown, with respect to the City of Durham.

II. DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meaning:

- **Anniversary Date** - The day of employment by TJCOG of transferred City employees, which shall be

the Effective Date.

- **Breach and Default** – Either party is not adhering to the Agreement. The Agreement is considered broken, and the non-breaching party is entitled to either have the Agreement in place and enforcing its terms, or to declare the Agreement terminated and seek remedies.
- **MPO Designated Employees** – City of Durham employees assigned to perform Lead Planning Agency responsibilities on behalf of the DCHC MPO and designated by the Parties for a Lateral Transfer to TJCOG.
- **Effective Date** – The date the provisions of this Agreement shall take effect, which date is July 1, 2023.
- **Lateral Transfer** – The employment movement of an MPO Designated City Employee to TJCOG.
- **Lead Planning Agency** – The governmental entity designated to manage, coordinate, and carry out the programs, grants, contractual obligations, activities, and functions of the DCHC-MPO.
- **Lead Planning Agency (LPA) Transition Team** – A transition team made of members of both TJCOG and the City having specific knowledge of DCHC-MPO operations and responsibilities. The LPA Transition Team is responsible for implementing and completing the transition of Lead Planning Agency role from the City to TJCOG.
- **Leave Accruals** – Vacation and sick leave earned by employees during employment.
- **Transition Period** – The period required to fully transfer all DCHC-MPO related data, records, financial commitments, equipment, assets, and funding from the City to TJCOG as necessary for TJCOG to completely assume the responsibilities of the Lead Planning Agency.

III. TERM AND TERMINATION

1. **Term**: The term of this Agreement shall commence upon the Effective Date and extend until satisfactory conclusion of the Transition Period, or until December 31, 2024, whichever is to first occur, unless terminated in writing by the Parties pursuant to the provisions of section 3.2.
2. **Termination:**

   (a)This Agreement may be terminated by mutual agreement of the Parties.

   (b) Either party may terminate this Agreement for a material breach of the terms of this Agreement or default by the other Party, but not before the non-breaching or non-defaulting Party gives the other written notice of the material breach or default and an opportunity to cure the material breach or default pursuant to Section X(2) (Cure Period). For purposes of this Agreement, breach and default are defined in Article II.

IV. HUMAN RESOURCES TRANSFER OF CITY PERSONNEL FROM THE CITY TO TJCOG

1. **Lateral Transfer**: Up to nine (9) MPO Designated Employees shall become TJCOG personnel and shall operate under DCHC-MPO direction.
2. **Personnel Records**: The City will make employment records available to all transferring MPO Designated Employees.
3. **Anniversary Date**: The employment anniversary dates for transferred MPO Designated Employees

for purposes of their employment with TJCOG will be July 1, 2023. The MPO Designated Employee's next merit review will take place within one (1) year from transfer into TJCOG.

4. **Administration**: All City personnel transferred to TJCOG employment will be subject to TJCOG administrative policies and procedures as of the Effective Date of the Agreement.

5. **Compensation:** MPO Designated Employees transferring to TJCOG will receive compensation at their current salary on the Effective Date of this Agreement, in addition to any merit, cost-of-living, and market adjustments to salary approved by DCHC-MPO.

6. **MPO Designated Employees to Gain TJCOG Employment and Retirement Benefits**: MPO Designated Employees transferred to TJCOG will enjoy the same incentives, benefits, and employment policies as all other TJCOG employees.

7. **Leave Accruals:** MPO Designated Employees transferred to TJCOG will retain all vacation and sick leave that has accrued up to the Effective Date and will commence accruals as of the Effective Date based on the rate in TJCOG's leave accrual policy for their years of service, including years with the City.

8. **Retiree Health Insurance Plan:** Eligibility to participate in TJCOG's retiree insurance coverage will be based on the MPO Designated Employee's hire date honored by TJCOG. Transferred MPO Designated Employees with a hire date prior to July 1, 2008 will be included in TJCOG's retiree insurance plan. The City agrees to pay TJCOG the actual cost to fund the retiree health insurance benefit for eligible transferred MPO Designated Employees.

V. TRAINING

1. **Prior Training:** Transferred MPO Designated Employees will be given full credit for all training and certification fully documented and successfully completed prior to the transfer date.

2. **New Employee Training:** MPO Designated Employees transferred to TJCOG will complete the required TJCOG orientation and will participate in TJCOG's open enrollment for the 2023-2024 benefits year.

VI. ASSET TRANSFER AND ASSUMPTION OF RESPONSIBILITY

1. **Transfer and Convey:** The City hereby agrees to transfer and convey ownership of all DCHC-MPO data, funds, and equipment to TJCOG as necessary to effectively, efficiently, and to continuously operate DCHC-MPO. Data, funds, and equipment are further described in Exhibit A to this Agreement.

2. **Effective Date of Transfer and Convey**: All DCHC-MPO data, funds, and equipment must be transferred and conveyed by the City to TJCOG within thirty (30) days following the Effective Date of this Agreement.

3. **Assumption of Responsibilities and Obligations**: Upon the completion of the Transition Period, TJCOG shall assume and accept present and future duties and obligations of the Lead Planning Agency.

VII. TRANSITION TEAM. RESOLUTION OF DISPUTES

1. **Establishment of Transition Team**: Upon full execution of this Agreement, the TJCOG Executive

Director and the Durham City Manager shall appoint, directly or through their designees, members of the LPA Transition Team. The members shall include employees of both the City and TJCOG, which may include MPO Designated Employees.

2. **Responsibilities of LPA Transition Team**: The LPA Transition Team will be responsible for identifying all data, funds and equipment referenced in Exhibit A, including active grants, contracts and other financial assets and liabilities assumed by the City while acting in the role of the Lead Planning Agency on behalf of the DCHC-MPO (collectively, "LPA Assets"). In identifying all the LPA Assets, the LPA Transition Team will be responsible for determining how to transfer and transition the LPA Assets from the City to TJCOG most effectively. Such a determination will require assessing how to transfer, assign or close-out a particular grant project or active contract. The LPA Transition Team shall report to both the TJCOG Executive Director and the City Manager when the Transition Period is over.

3. **Resolution of LPA Transition Team Disputes**: If at any time, the LPA Transition Team is unable to make a recommendation regarding the transfer or transition of LPA Assets, a request for resolution ("RFR") shall be submitted to both the TJCOG Executive Director and the Durham City Manager. The RFR shall identify the dispute in controversy, including a detailed explanation of the reasons why the LPA Transition Team is unable to resolve the transition issue. The TJCOG Executive Director and Durham City Manager shall issue a joint recommendation to the LPA Transition Team for final resolution of the dispute. If the TJCOG Executive Director and the City Manger are unable to resolve the RFR, the Parties shall refer to Section X(12) (Dispute Resolution) of this Agreement.

VIII. METHOD OF FINANCING

No Joint Funding of Transition Costs or Expense: Other than the use of dedicated DCHC-MPO funding sources, the Parties shall assume their own costs and expenses incurred as part of the transition of Lead Planning Agency responsibilities, and transfer of LPA Assets, from the City to TJCOG.

IX. NOTICES

1. **Notice Requirements:** All notices required hereunder shall be deemed properly delivered when personally delivered to the Parties at the addresses listed below, or when sent via U.S. Mail, certified with return receipt requested, (notices being deemed given when so deposited in the U.S. Mail):

   City of Durham
   Attn: City Manager
   101 City Hall Plaza
   Durham, North Carolina 27701
   FAX 919-560-4949

   The Triangle J Council of Governments
   Attn: Executive Director
   4307 Emperor Boulevard, Suite 110
   Durham, North Carolina 27703
   FAX 919.549.9390

2. **Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited

with the United States Postal Service or upon actual delivery, whichever first occurs.

X. MISCELLANEOUS

1. **Force Majeure**: In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of the following: labor dispute, including strike and lockout; unavailability of essential materials, riot; epidemic; war, extreme weather events, fire; explosion; condemnation; accident; delays or default of the other party, then performance of such act shall be excused for the period of the delay, and thereafter the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Both Parties must use commercially reasonable efforts to perform despite said events and commercially reasonable efforts to prevent or cure the effects of said event insofar as it prevents performance.

2. **Cure Period*:*** No default by either party shall result in a termination or limitation of any rights of such party unless and until the other party notifies the defaulting party in writing of said default, and the defaulting party fails to cure said default within sixty (60) days after the receipt of said written notice, provided, however, in the event of a non-monetary default which cannot, by its nature, be cured within such sixty (60) day period, if the defaulting party commences and diligently pursues a cure of such default promptly within the initial sixty (60) day cure period, then the other party shall not exercise its remedies or limit the rights of the defaulting party unless such non-monetary default remains uncured for more than one hundred and twenty (120) days after the initial delivery of the other party's original default notice.

3. **Governing Law; Jurisdiction**: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any construction arising from the application of conflicts or choice of law principles, and without regard to any construction arising by virtue of the negotiation or the persons who drafted this Agreement. The Parties consent to the exclusive jurisdiction of the Superior Court of Durham County, North Carolina or the United States District Court for the Middle District of North Carolina, or of both as applicable in the circumstance. The Parties irrevocably submit to such exclusive jurisdiction.

4. **Representations and Warranties of the Parties*:*** Each of the parties, and each person executing this Agreement on behalf thereof, represent and warrant, as applicable, that (1) such party or person has the full power and authority to enter into this Agreement and the agreements or instruments referred to herein, to execute them on behalf of the party indicated on the signature page thereof, and to perform the obligations hereunder and thereunder, (2) such party is acting on its own behalf and on behalf of its successors and assigns, (3) this Agreement and the other agreements referenced herein are the valid and binding obligations of such party, enforceable against it in accordance with their terms, (4) entering into this Agreement and the other agreements referenced herein does not conflict with any other agreements entered into by either party, and (5) the execution, delivery and performance of this Agreement and other agreements referenced herein has been duly and validly authorized by all necessary governmental action on its part..

5. **Responsibilities of Parties:** Neither party agrees to indemnify or hold harmless the other party in the performance of this Agreement. However, to the extent permitted by law, each party agrees to be responsible for its own acts or omissions and any and all claims liabilities, injuries, suits, and demands and expenditures of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees, subcontractors, or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. If a claim is made against both Parties, it is the intent of both Parties to cooperate in the defense of said claim.

However, either party shall have the right to take all actions they believe necessary to protect its interest, including, without limitation, the right to enforce the obligations of this Agreement against the other party and the right to recover damages caused by the other party arising out of the performance or nonperformance of this Agreement. This provision shall survive the termination of this Agreement.

Notwithstanding the above, neither Party waives its governmental immunity, nor any other immunity granted by law, nor do both Parties reserve the same unto themselves.

The City of Durham is self-insured for all losses up to and including a retention amount of $1,000,000. An excess liability policy for losses over $1,000,000 includes a North Carolina Governmental Immunity Endorsement, confirming that the policy provides coverage only for occurrences, wrongful acts, employment practice liability wrongful acts, or employee benefit wrongful acts for which the defense of governmental immunity is clearly not applicable.

6. **E-Verify**: Both Parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if either party utilizes a subcontractor to provide services under this Agreement, they shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Either party shall verify, by affidavit, compliance of the terms of this section upon request by the other party.

7. **Cooperation and Compliance**: The Parties agree to cooperate with each other and provide all necessary documentation, certificates, and consents and to take all necessary action in order to satisfy the terms and conditions hereof and applicable laws, regulations and agreements.

8. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed original counterpart of this Agreement.

9. **Entire Agreement; Construction**: This Agreement, together with the Appendixes attached hereto, contains the entire Agreement between the Parties as to the subject matter referenced herein, and supersedes all prior agreements, understandings, or undertakings (whether oral, written, electronic or otherwise) between the Parties with respect to the subject matter hereof. No amendment may be made to this Agreement except with the prior written consent of all Parties hereto. The section titles and headings herein are for convenience of reference only and do not define, modify or limit any of the terms and provisions hereof.

10. **Amendment or Modifications:** Any changes, amendments, corrections, modifications, or additions to this Agreement shall be by an amendment in writing; shall be executed and approved by the duly authorized representative (or her/his designee) of each respective Party; shall be in accordance with applicable law; and shall become effective upon approval by both Parties.

11. **Authority:** Both Parties hereby respectively confirm that the individuals executing this Agreement are authorized to execute this Agreement and to bind the respective entities to the terms contained herein. Both Parties confirm they have read this Agreement and, conferred with counsel, and fully understand its contents.

12. **Dispute Resolution:** To possibly prevent litigation, it is agreed by the Parties that any claim or dispute between them must be submitted to the City Manager or TJCOG Executive Director. Both parties agree that any unresolved dispute shall be mediated pursuant to the Rules of Mediation as used in the Superior Court of North Carolina. The Parties must agree on a Mediator. Mediation shall be held within forty-five (45) calendar days from the date of the submission of the claim or dispute unless the Mediator requires additional time to gather information or allow the Parties to provide additional information. The

Mediator's orders, decisions and decrees shall be non- binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, Parties to the dispute shall act in good faith to maintain the services required under this Agreement. The costs of mediation shall be divided equally between parties. If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the Parties may seek resolution in the General Court of Justice in the County of Durham and the State of North Carolina.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed on the day and year first above written, in their respective names by their proper officials of each governing units.

ATTEST: CITY OF DURHAM

_____ By:_____

preaudit certificate, if applicable _____

ATTEST: TRIANGLE J COUNCIL OF GOVERNMENTS

_____ By:_____

EXHIBIT A – DATA, FUNDS, AND EQUIPMENT

I. DATA :

a. DCHC electronic data and files developed, enhanced, or acquired through conducting a continuing, cooperative, and comprehensive ("3-C") transportation planning process for the Durham-Chapel Hill-Carrboro urban area.

b. DCHC physical records developed, enhanced, or acquired through a continuing, cooperative and comprehensive ("3-C") transportation planning process for the Durham-Chapel Hill-Carrboro urban area.

II. FUNDS:

a. Funds contributed by member agencies to provide the portion of the costs of the DCHC's work program not covered by federal or state funding as reflected in the annual Planning Work Program approved by the MPO Board.

b. Funds contributed by member agencies to provide the required local match to federal funds.

c. Funds reimbursed to DCHC by funding grantors to reimburse approved grant expenses.

III. EQUIPMENT

a. Technology developed, enhanced, or acquired through conducting a continuing, cooperative, and comprehensive ("3-C") transportation planning process for the Durham-Chapel Hill-Carrboro urban area.

b. Physical publications and other MPO files developed, enhanced, or acquired through conducting a continuing, cooperative, and comprehensive ("3-C") transportation planning process for the Durham-Chapel Hill-Carrboro urban area.

c. Furniture and office supplies developed, enhanced, or acquired through conducting a continuing, cooperative, and comprehensive ("3-C") transportation planning process for the Durham-Chapel Hill-Carrboro urban area.

IV. GRANTS AND CONTRACTS

a. A committee shall be formed between MPO, TJCOG, and City staff to identify grants and contracts to be assigned to TJCOG/MPO and to develop a transition plan for the assignment.

Resolution Authorizing Lead Planning Agency Agreement
Between Durham Chapel Hill Carrboro Metropolitan Planning Organization
and
Triangle J Council of Governments

WHEREAS, the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization ("DCHC-MPO") was established to comply with Section 134 of Title 23 United States Code, and any subsequent amendments to that statute, and any implementing regulations; Title 49 U.S.C. Chapter 53 and any subsequent amendments to these statutes and any implementing regulations; and the clean Air Act of 1970, as amended, [42 U.S.C.7504 and 7506(c)]; and to conduct a continuing, cooperative and comprehensive ("3-C") transportation planning process for the Durham-Chapel Hill-Carrboro urban area;

WHEREAS, the DCHC-MPO Executive Board received a governance study in February 2022 that recommended DCHC-MPO management by a Regional Planning Agency, such as the Triangle J Council of Governments; and

WHEREAS, DCHC-MPO and TJCOG are working collaboratively to execute a Lead Planning Agency (LPA) Agreement ("DCHC-TJCOG LPA Agreement") for DCHC-MPO management, which is intended to begin July 1, 2023; and

WHEREAS, the result of this Agreement and the DCHC-TJCOG LPA Agreement is that City employees will become TJCOG employees on July 1, 2023 and TJCOG will assume the responsibilities of the Lead Planning Agency; and

WHEREAS, the City of Durham and TJCOG desire to cooperate in every way possible to continue an effective 3-C transportation planning process in the DCHC-MPO urban area.

NOW THEREFORE, the Parties agree to execute a written agreement, which is hereby attached to this Resolution.

Duly adopted this the 24th day of May 2023 while in regular session.

_____
Lee Worsley
Executive Director

ATTEST:

_____
Kimberly A. Moffett, CMC, NCCMC
Interim Town Clerk

Proclamation of Sympathy

In Remembrance and Honor of David William Seiberling

WHEREAS, the death of David William Seiberling on March 12, 2023, leaves us with a deep feeling of sorrow for the loss of such an honored and respected man; and

WHEREAS, David was born in Barberton, Ohio on August 16, 1944; and

WHEREAS, David is survived by his wife of 46 years: Linda Seiberling of Cameron, NC; son: Ellis Seiberling and Yvonne Holden of New Orleans, LA; and brother: Charles Seiberling of Barberton Ohio; and

WHEREAS, David served his country in the 348th Army Band and performed with The Platters, The Four Tops and Phatt City; and

WHEREAS, David served the citizens of the Town of Cameron, NC as a Council Member and served on the Triangle J Council of Governments Board of Delegates; and

WHEREAS, David obtained his master's degree in music education from Appalachian State University; and

WHEREAS, David served as the band director at both Union Pines and North Stokes High Schools as well as teaching music at UNC-Pembroke and Sandhills Community Colleges.

NOW, THEREFORE, BE IT RESOLVED, that the Triangle J Board of Delegates hereby extends to the members of his family and community this expression of sincere regret for his loss and hope that they will be consoled by the memories of his fine life and many achievements.

Duly adopted this the 24th day of May, 2023 while in regular session.

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DeDreana Freeman
Chair

TRIANGLE J COUNCIL OF GOVERNMENTS

TRIANGLE J COUNCIL OF GOVERNMENTS
BOARD OF DELEGATES MEETING
AGENDA COVER SHEET

MEETING DATE:

May 24, 2023 - Full Board

AGENDA LOCATION:

Business

ITEM TITLE:

’23-’24 FY Budget

PRESENTER(S):

Lee Worsley, Executive Director

BACKGROUND:

The Board of Delegates is requested to consider adopting the Fiscal Year 2023-24 Budget Resolution. The Recommended Budget was sent to local governments and the Board on April 14, 2023.

The Board of Delegates received a budget presentation and held the Budget Public Hearing during their April 20, 2023, Board meeting. No members of the public were present to make comments during the Public Hearing.

The Executive Director met with the Board Officers on May 10 and 11 (a single date could not be found when all officers could attend). During that meeting, no changes were suggested for the Recommended Budget.

Since the budget was presented, several adjustments have been made to deal with changing revenues and expenditures, but no changes have substantially changed the budget as originally presented.

The Recommended Budget Resolution is attached for the Board’s consideration as well as the proposed Pay and Classification Plan for TJCOG Staff.

RECOMMENDATION:

Place on Consent Agenda

FOCUS AREA:

Administration & Operations

WILL DOCUMENTATION BE INCLUDED FOR AGENDA PACKET:

☒ Yes ☐ No

IS ANY ADDITIONAL ACTION/COMMUNICATION REQUIRED:

☐Public Hearing ☐Press Release

☐Newspaper Notice Required ☒Social Media

☒Website

Triangle J Council of Governments / DCHC MPO

Assignment of Classes to Grades & Salary Ranges

Proposed Effective: January 26, 2023

Grade	Class Title	FLSA Status	Minimum	Maximum
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

Triangle J Council of Governments

Assignment of Classes to Grades & Salary Ranges

Proposed Effective: July 1, 2023

Grade	Class Title	FLSA Status	Minimum	Midpoint	Maximum
6			$ 25,050	$ 32,564	$ 40,078
7			$ 26,301	$ 34,188	$ 42,082
8			$ 27,617	$ 35,901	$ 44,187
9			$ 28,997	$ 37,697	$ 46,396
10			$ 30,447	$ 39,582	$ 48,716
11			$ 31,969	$ 41,560	$ 51,152
12	Aging Program Associate	N	$ 33,568	$ 43,639	$ 53,708
	Office Assistant	N			
13			$ 35,246	$ 45,821	$ 56,395
14	Planning Assistant	N	$ 37,009	$ 48,112	$ 59,214
15	Accounting Technician I	N	$ 38,859	$ 50,518	$ 62,174
16			$ 40,803	$ 53,043	$ 65,284
17	Accounting Technician II	N	$ 42,843	$ 55,695	$ 68,548
18	Aging Program Specialist	N	$ 44,984	$ 58,480	$ 71,975
	Administrative Support Specialist	N	$ -	$ -	$ -
	Accounting Coordinator	N	$ -	$ -	$ -
19	Planner I	N	$ 47,233	$ 61,404	$ 75,574
	Regional Ombudsman	N	$ -	$ -	$ -
	Grants Specialist	N	$ -	$ -	$ -
20	Communications Coordinator	N	$ 49,595	$ 64,474	$ 79,353
21	Aging Program Coordinator I	E	$ 52,074	$ 67,698	$ 83,321
	Management Anaylst	E	$ -	$ -	$ -
	Planner II	E	$ -	$ -	$ -
	Member Engagement Coordinator	E	$ -	$ -	$ -
22	Aging Program Coordinator II	E	$ 54,680	$ 71,083	$ 87,486
23	Senior Planner	E	$ 57,413	$ 74,636	$ 91,860
	Data Strategy Coordinator	E	$ -	$ -	$ -
24	Area Agency on Aging Assistant Director	E	$ 60,284	$ 78,369	$ 96,454
25	Principal Planner	E	$ 63,298	$ 82,287	$ 101,277
26			$ 66,463	$ 86,401	$ 106,341
27	Member Engagement Manager	E	$ 69,787	$ 90,722	$ 111,657
28	Planning Program Manager	E	$ 73,275	$ 95,257	$ 117,240
	Community and Economic Development Program Manager	E	$ -	$ -	$ -
	Natural Resources and Resiliency Program Manager	E	$ -	$ -	$ -
	Housing Program Manager	E	$ -	$ -	$ -
29			$ 76,939	$ 100,020	$ 123,102
30	Area Agency on Aging Director	E	$ 80,786	$ 105,021	$ 129,257
	Finance Manager	E	$ -	$ -	$ -
	Transportation Director	E	$ -	$ -	$ -
	Community and Economic Development Director	E	$ -	$ -	$ -
	Natural Resources and Resiliency Program Director	E	$ -	$ -	$ -
	Local Government Services Director	E	$ -	$ -	$ -
			$ -	$ -	$ -
31			$ 84,825	$ 110,272	$ 135,720
32	Assistant Executive Director	E	$ 89,067	$ 115,785	$ 142,506
33			$ 93,521	$ 121,575	$ 149,631
34	Chief Finance Officer	E	$ 98,196	$ 127,654	$ 157,113
35			$ 103,106	$ 134,037	$ 164,969

Triangle J Council of Governments

Budget Resolution Fiscal Year 2023-2024

BE IT RESOLVED by the Board of Delegates of Triangle J Council of Governments, Durham, North Carolina, that the following anticipated revenues and division expenditures are hereby appropriated for the operation of said Council of Governments for the fiscal year beginning July 1, 2023 and ending June 30, 2024 as follows:

SECTION 1. REVENUES

Revenues by Source:		
Federal	$	6,572,219
Federal Pass Thru	$	15,773,982
State	$	1,600,010
Member Investment	$	781,646
Special Local Dues	$	997,560
Local Aging Share	$	253,953
Project Income	$	13,999,242
Assigned Fund Balance	$	452,488
Other Revenue	$	12,000
General Fund Total Revenues:	**$**	**40,443,100**

SECTION 2. EXPENDITURES

Expenditures by Division:		
General Government	$	193,773
Member Support Strategy	$	13,307,878
Transportation	$	3,126,870
Durham MPO	$	2,632,310
Community & Economic Development	$	820,530
Housing	$	1,982,967
Environment & Resilience	$	2,345,004
Aging & Human Services	$	16,033,768
General Fund Total Expenditures	**$**	**40,443,100**

SECTION 3. PROCEDURES FOR AMENDMENT

- The Chief Finance Officer is hereby authorized to transfer funds within and among divisions without the approval of the Board of Delegates.
- The Executive Director is hereby authorized to execute contracts and change orders provided that funds for the contract have been approved as part of the annual budget and the contract does not exceed the funds appropriated, all applicable state laws and council policies regarding purchasing are followed, and the contract's term does not exceed three years.

SECTION 4. COPIES OF BUDGET TO BE FURNISHED

Copies of this resolution shall be furnished to the Executive Director and Chief Finance Officer for direction in carrying out their duties and disbursement of funds.

Duly adopted and approved this 24th day of May, 2023.

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DeDreana Freeman, Chair
Triangle J Council of Governments

ATTEST:

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Lee Worsley, Executive Director

Triangle J Board of Delegates Meeting Minutes

The Honorable DeDreana Freeman, Presiding
Thursday – April 20, 2023 - 6:00 p.m. – 8:00 p.m.
Hybrid Meeting: Virtual OR In-Person
Triangle J Council of Governments
4307 Emperor Blvd., Suite 110, Durham, NC 27703

Delegates and Alternate Delegates Attending:

Wilma Laney, Town of Aberdeen
Brett Gant, Town of Apex
Jerry Medlin, Town of Benson
Cassandra Stack, Town of Benson (A)
Mike Dasher, Chatham County
DeDreana Freeman, City of Durham
Larry Smith, Town of Fuquay Varina
Ken Marshburn, Town of Garner
Kathleen Ferguson, Town of Hillsborough
Timothy Forrest, Town of Holly Springs
Bill Carver, Lee County
Jeff Morgan, Village of Pinehurst
John Bonitz, Town of Pittsboro (A)
Donald Rains, Town of Princeton
Byron McAllister, Town of Selma
Bill Haiges, Town of Siler City
Andy Moore, Town of Smithfield
Susan Evans, Wake County
Joe DeLoach, Town of Wendell

Delegates and Alternate Delegates Absent:

Teresa Beaver, Town of Aberdeen (A)
Bob Smith, Town of Angier
Mark Wilson, Town of Archer Lodge
Mark Jackson, Town of Archer Lodge
Thomas Beal, Town of Broadway
Donald Andrews, Town of Broadway (A)
Randee Haven O'Donnell, Town of Carrboro
Don Bonillo, Town of Carthage
Jennifer Robinson, Town of Cary
Lori Bush, Town of Cary (A)
Michael Parker, Town of Chapel Hill (A)
Jason Thompson, Town of Clayton
Heidi Carter, Durham County
Nida Allam, Durham County (A)
Javiera Caballero, City of Durham (A)
Matt Hughes, Town of Hillsborough (A)
Aaron Wolff, Town of Holly Springs
Jessica Day, Town of Knightdale
Latatious Morris, Town of Knightdale (A)
Butch Lawter, Johnston County
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
Jane Hogeman, Village of Pinehurst
Amy West Whitley, Town of Selma (A)
Lewis Fadely, Town of Siler City (A)
John Dunn, Town of Smithfield (A)
Carol Haney, Village of Southern Pines
Bill Pate, Village of Southern Pines (A)
Jane Harrison, City of Raleigh
Nikki Bradshaw, Town of Robbins
Ronnie Currin, Town of Rolesville
Michelle Medley, Town of Rolesville (A)
Rebecca Salmon, City of Sanford
Al Mosley, Town of Vass
Shinica Thomas, Wake County (A)
Chad Sary, Town of Wake Forest
Vivian Jones, Town of Wake Forest (A)
Deans Eatman, Town of Wendell
Linda Vandercook, Village of Whispering Pines
David McGowan, Town of Wilson's Mills
Philip Wright, Town of Wilson's Mills
Larry Loucks, Town of Zebulon

TJCOG Staff Attending:

Lee Worsley, Executive Director
Jenny Halsey, Assistant Exec. Director
Alana Keegan, Member Engagement Mgr.
Lindsay Whitson, Community & Econ. Dev. Director

Others Attending:

Kimberly Moffett, Interim Board Clerk
Monique Holsey-Hyman, City of Durham

1. CALL TO ORDER

a. Welcome
Official: DeDreana Freeman

b. Declaration of Quorum
Official: DeDreana Freeman

Chair Freeman welcomed everyone and called the meeting to order at 6:04 p.m.

Chair Freeman called for a moment of silence in remembrance of David Seiberling, who was a delegate from the Town of Cameron. A single red rose was placed in front of his name plate and seat.

Chair Freeman asked Ms. Keegan to complete roll call. Ms. Keegan completed the roll call, and a quorum was noted.

2. REVIEW OF AGENDA

a. Review of Agenda
Official: DeDreana Freeman

Chair Freeman asked if there were any items that were being requested to be removed from the Consent Agenda for discussion. With none being requested, approval of the agenda was placed on the Consent Agenda.

3. PRESENTATIONS AND RECOGNITIONS

a. New Employee Introductions
Presenter: Jenny Halsey

Ms. Halsey asked Ms. Price, Aging Coordinator II, to introduce the new Aging Program Specialist, John DeNasha. She stated John was hired in January using ARP Funds. She stated how happy the staff was to have him as part of the team. Mr. DeNasha stated prior to coming to work with the COG he was employed as a Care Coordinator with the Texas Agency on Aging. He brings with him a wealth of knowledge and experience in social services. Mr. DeNasha shared information about the projects he will be working on. He stated while not working he loves exploring and taking day trips to the mountains and the ocean and loves being part of nature.

Ms. Halsey introduced Julio Rosado who is a Transportation and Energy Planner. Julio has been with COG for approximately 5 months. He shared his history of studying Environmental Science at the University of Puerto Rico and switched to Policy Study during his graduate studies. Some of the programs and projects he will work on include; Triangle Clean Cities, Transportation Demand Management and Safe Routes to School. He stated in his free time he enjoys cooking and reading.

Ms. Halsey welcomed and introduced Kimberly Moffett as Interim Board Clerk. Ms. Moffett recently retired from a local municipality as a Town Clerk and is currently working as a consultant with the Mid Carolina Council of Governments. She stated she was happy to be assisting Triangle J.

4. BUSINESS

a. TJCOG's Grant & Funding Assistance
Presenters: Alana Keegan & Lindsay Whitson

Ms. Keegan and Ms. Whitson provided an update on the various grants and funding assistance being offered by the COG Staff.

With reference to ARPA assistance, it was stated that $700,000,000 has been invested directly to our local governments. To date staff has worked directly with 35 local governments on various aspects including administration reporting, compliance, eligibility for the project and financial documents. Currently on-site visits are taking place with several smaller local governments. There is a total of 5 staff members on the Grants Team, with each member being assigned separate counties.

Details were shared about the structure of the assistance program to include that it is a fee-based based on population size and funds dedicated staff members who will tracking funding programs, develop project concepts, write and/or review applications, assist with reporting and administration of grants that have been awarded, engagement with funding agencies and proactive outreach on programs, evaluation of application success and longer-term trends.

Currently staff is working with 15 local governments, with those as large as the City of Durham and as small as the Town of Cameron.

It was reminded that communication is key and that each staff member is partnered with several member governments and assists in promotion of relationships which allows for building of knowledge for the needs and priorities of each community. There are monthly stakeholder meetings that take place as well as automated email conversations. Additionally, a Dashboard is tailored toward to the individual needs of each community.

There was information provided regarding opportunities that lay ahead to include the launch of a Bipartisan Infrastructure Law and Inflation Reduction Act (BIL/IRA) Dashboard which will track the progress and awarding of applications within the region. There is also continued development and information sharing with multi-jurisdictional applications.

The first meeting regarding Climate and Energy Funding Collaboration was held on March 30, 2023.

A breakdown of numbers was provided to include 400+ funding opportunities being analyzed, a total of 60 applications totaling $14.2 million being submitted, a total of $3.03 million awarded in new funding programs and a total of $1.3 million in multi-jurisdictional applications.

Board Member Gannt of Apex stated he would be interested in learning more information about reasoning behind why some grants were not awarded.

The Board thanked both Ms. Keegan and Ms. Whitson for the very thorough information and update.

Ms. Keegan reminded that communities could reach out to COG for any grant they wish to apply for, not only the above-mentioned programs.

5. CONSENT

Items on the Consent Agena are considered routing and will be enacted by a single motion unless a member of the Board of Delegates requests an item be removed. Any item that is removed from the Consent Agenda will be considered individually after the Consent Agenda.

a. Approval of Agenda as Presented

b. DRAFT Minutes
   - January 25, 2023

c. Budget Amendment – Morrisville Small Business Grant

ACTION: Adoption of Consent Agenda as Presented

Motion: Board Member Kathleen Ferguson
Second: Board Member Donald Rains
Vote: Unanimous

6. ITEMS REMOVED FROM CONSENT AGENDA

7. PUBLIC HEARINGS

a. Triangle J Council of Governments Recommended FY '22-'23 Budget
Presenter: Lee Worsley

Mr. Worsley presented the recommended budget for FY '23-24. He shared information regarding the budget process. He stated upcoming proposed changes to the charter will include a change to the timeline for the budget document. Currently the charter states the budget document is due by April 15 of the year. However, health insurance quotes/numbers are not available at that time and without the proper information it is difficult to present a proper budget. With the proposed change in the charter, the budget document will not be due by May 15, which will allow time for inclusion of the updated insurance rates.

It was stated there was a 16.9% increase in the upcoming budget. It was stated the majority of that increased was due to welcoming the Durham-Chapel Hill-Carrboro MPO, Grant Assistance Program and proposed member dues increase.

The proposed budget included a recommended member dues assessment with the following changes: $0.41 per capita for up to 200,000 population – change from $0.39 and $0.20 per capita after a population of 200,000 – this is increased from a population of 150,000.

Per capita rate had been unchanged since FY '96-'97. It was stated a rate increase is required to address increased personnel costs as well as other inflationary functions and to begin to build up the fund balance.

It was stated that member investment supports three primary areas: local matching funds for projects or the support of staff members, contingency and paying a portion of salaries for a significant number of staff members.

Mr. Worsley spoke about the new Mission and Vision Statements as well as the Organizational Principles and how they are reflected in the budget. These principles include Service to Local Government Members, Diversity & Equity, Strategic Alignments, Thought Leadership and Data Driven Decision Making.

The 2023-2024 Strategic Focus Areas are Aging & Human Services, Environment and Resilience, Member Support & Strategy, Housing, Community Economic Development and Mobility and Transportation. Information about the year ahead for each of these areas was shared.

With reference to Administration, it was stated that a new finance system is being procured, transitioning to a new name and branding of Central Pines, and transition of City of Durham staff to the Triangle MPO.

There was discussion regarding new and reclassified positions to include Member Support & Strategy Director, Environmental & Resilience, Planning, Finance Technician, Contract and Procurement Specialist, a total of 11 positions from Durham-Chapel Hill- Carrboro MPO and obtaining a NC Lead Fellow that will be assisting with the Town of Micro.

With reference to Salary and Benefits, a 3% market increase was included, a 3% merit adjustment was also included and health insurance increase with the initial quote of a 20% rate increase. It was stated that negotiations continue regarding health insurance and increased may be decreased by up to 10%.

There was discussion regarding indirect expenses that cover the facility lease, technology and office equipment, finance department, administrative support, HR activities, a portion of the Executive Director, audit, and legal costs. It was stated that the COG budget is different from municipalities in that every project is charged a percentage for indirect expenses.

There was discussion regarding the rate spike of indirect expense for this year. It was stated this will be a one-year spike with much of the spike related to the space renovations and the new finance system.

There was a question regarding furniture lease. Mr. Worsley stated there were numerous discussions held that included preference of 1 year spike for purchase vs. 3-year increase.

Contingency funding is budgeted at $123,773. It was stated contingency funding is critical for unknown issues that may arise during the year and additionally are the only source for local match of new programs. Also, the growth of fund balance is very important as we build for the future as an organization, which is established and continues to grow. There was discussion regarding the requirement for fund balance of COG vs. municipalities. Mr. Worsley stated we had been in stabilization mode the past few years and now we are in a positive position to grow the fund balance.

There was a question regarding initiatives and brief discussion followed to included regional strategy and recent assistance with Johnston County and water sewer concerns.

It was asked if a grant had been obtained for the Lee County courthouse and Ms. Whitson stated yes, the grant was obtained a couple of years go and the project was in the design process at this time.

There were no further questions or discussion.

Chair Freeman opened the public comment portion of the hearing for any questions. Hearing none, the hearing was closed at 7:33 p.m.

The vote on the proposed budget will take place at the May meeting. If there are any questions or concerns Chair Freeman stated, they should be sent to Mr. Worsley.

Board Member Gannt of Apex asked if there would be a summary of feedback from any town managers regarding per capita changes. Mr. Worsley stated at this time he had not heard any feedback but would certainly share any that was received.

8. EXECUTIVE DIRECTOR'S REPORT

a. Executive Director's Report
Presenter: Lee Worsley

Mr. Worsley stated this would be the last meeting in the current board meeting room as the movers would begin May 7-8, 2023. He stated this area of the building would be closed effective May 3 and demolition would begin shortly thereafter. He added everyone was very excited about the renovations. The temporary space is currently open.

The May 24, 2023 Board meeting will be held in another location, which is still to be determined. As soon as a location is confirmed that information will be shared.

Mr. Worsley stated the "rebranding" is well underway. He stated an amended charter was forwarded to all government members for their approval. A total of 32 approvals are required and as of today a total of three approval Resolutions have been received. It is hoped that everything will be ready for adoption in either May or June.

Mr. Worsley spoke about the passing of Mr. Seiberling. He shared how much Mr. Seiberling enjoyed being a part of the COG, especially the fellowship and informational sharing. He stated how much his dedication to the Town of Cameron and the COG was appreciated.

9. CHAIR'S REPORT

a. Chair's Report
Official: DeDreana Freeman

Chair Freeman stated she was excited about and very much appreciated the rebranding. She offered her appreciation for allowing this board meeting to be moved up to allow all the municipality leaders to attend NCLM conference next week.

Chair Freeman shared details about the Annual National League of Women in Municipal Government Conference. She stated the conference will be held in Charlotte in August of this year and encouraged everyone to allow all female staff members to attend.

Chair Freeman spoke about a Day of Remembrance being held in Durham on May 15, 2023 at 10 a.m. She said it is important to remember the volume of school violence taking place and the trauma being caused to so many children. She encouraged municipalities to encourage a Resolution or Proclamation be adopted.

Chair Freeman introduced Ms. Monique Holsey-Hyman who is also a Council Member with the City of Durham.

Chair Freeman offered her appreciation for all the support offered and being a part of all the change that has taken place over the past year. She offered her sincere thanks and appreciation to the entire staff of the COG and stated they do an amazing job

10. AROUND THE REGION

a. Around the Region Reports/Updates

Board Member Marshburn of Garner offered his thanks for sharing information about the loss of Mr. Seiberling. He also shared there would soon be a groundbreaking ceremony held for the VA in Garner and also the addition of a new Wake Medical Center Hospital in Garner.

Board Member Carver of Lee County spoke about a recent re-evaluation that came in at 46%. He stated they are looking at ways to help ease the pain on their citizens by reducing the tax rate. He offered appreciation for all the detailed information shared regarding the proposed budget.

Board Member Evans of Wake County shared that the board had recently approved a distribution of hospitality and food/ beverage taxes to small projects in local municipalities. Recipients included parks and recreation projects, Marbles Museum and infrastructure at the Raleigh Convention Center. She stated they were very excited to be able to assist in this way.

Board Member Marshburn offered thanks for the grant from Wake County to the Town of Garner.

Board Member Gantt of Apex spoke about grants regarding environmental, climate resiliency, energy usage and electric cars. He stated it was very worthwhile to take part in and it is great for communities.

Board Member Rains of Princeton offered thanks to the COG for their assistance in the Town of Micro and all the towns in Johnston County. He shared information about a meeting that was held in Johnston County recently. There was a total of 11 municipalities and 3 county commissioners in attendance. The meeting was related to water and sewer projects in the county. He stated that currently there are two municipalities that share one plant and interconnectivity. He stated that currently there is no governance, and they are working toward the creation of a Water Sewer Authority.

b. OTHER BUSINESS –

a. Other Business
Official: DeDreana Freeman

c. ADJOURNMENT

a. Adjourn the Meeting

With there being nothing further, the meeting was adjourned at 7:51 p.m.

Duly adopted this the 24th day of May 2023 while in regular session.

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DeDreana Freeman
Chair

ATTEST:

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Kimberly A. Moffett, CMC, NCCMC
Interim Board Clerk