

November 9, 1998

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

Monday, November 9, 1998

7:20 P.M. Regular Session

MINUTES

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

Present: Chairman MaryAnn E. Black and Commissioners William V. Bell, Joe W. Bowser, Becky M. Heron, and Ellen W. Reckhow

Absent: None

Presider: Chairman Black

Opening of Regular Session

Chairman Black called the Regular Session to order with the Pledge of Allegiance.

Agenda Adjustments

Chairman Black said "County Commissioners' Public Internet Access Project" will be added to the agenda.

Chairman Black stated that information about Durham, England would be presented.

Chairman Black will make remarks about the trip to Minneapolis, Minnesota concerning the Youth Coordinating Board.

Chairman Black informed that water fountains had been installed at the Durham County Memorial Stadium. Mike Turner, General Services Director, was commended by Chairman Black and Vice-Chairman Reckhow for his expediency in the installation.

County Attorney Chuck Kitchen asked the Commissioners to add an item to the Closed Session relative to possible acquisition of real estate pursuant to G.S. 143 318.11(a)(5).

Minutes

Vice-Chairman Reckhow moved, seconded by Commissioner Heron, to approve the October 12, 1998 Regular Session Minutes of the Board as submitted.

The motion carried unanimously.

Durham County, England Memorandum of Agreement and Understanding

Chairman Black said we must understand the purpose of the visits from the Durham, England delegation. This is an opportunity for economic development as well as educational exchange.

Chairman Black read the following charter between Durham County Council, England and Durham County, North Carolina:

A CHARTER

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*BETWEEN
DURHAM COUNTY COUNCIL
DURHAM COUNTY, NORTH CAROLINA*

*We the undersigned of Durham County Council,
the County Durham Development Company and Durham County, NC,
do hereby sign this Charter as an expression of our joint intention to foster mutual
understanding in all respects between our respective areas.*

*It shall be our shared goal to encourage and assist organisations, schools and
commercial enterprises to communicate and cooperate with each other, and to arrange
exchange visits whenever they may be appropriate in order that firm and lasting
relationships may be formed and nurtured.*

*The economic development of our administrative areas remains a priority for all
signatories.*

*We shall endeavour to share expertise and experiences, and shall seek in particular to
develop mutual links to aid the economic development of our two areas, and encourage
contact between enterprises whenever it may be mutually beneficial.*

*We accordingly manifest our commitment to strive towards the achievement of our
mutual goals and aspirations, in order that we may develop a lasting spirit of
cooperation, mutual understanding and respect between the people and organisations of
our respective areas, and the Councils which we represent.*

Signed, sealed and affirmed this 9th day of November, 1998.

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*County Durham
Development Company*
/s/ Peter Carr

Durham County Council
/s/ Kingsly Smith

*Durham County,
North Carolina*
/s/ MaryAnn Black

Vice-Chairman Reckhow read into the record the following Memorandum of Agreement and Understanding:

MEMORANDUM OF AGREEMENT AND UNDERSTANDING

A MEMORANDUM OF AGREEMENT AND UNDERSTANDING between THE NORTH EAST CHAMBER OF COMMERCE, TRADE AND INDUSTRY of Aykley Heads Business Centre, Aykley Heads, Durham, DH1 5TS, England (hereinafter referred to as "The North East Chamber of Commerce") and the Greater Durham Chamber of Commerce of 300 W. Morgan Street, Suite 1400, PO Box 3829, Durham, NC 27702, USA.

WHEREAS, the North East Chamber of Commerce has as one of its aims and objectives the promotion and stimulation of international trade and commerce and the fostering of mutual commercial and cultural exchanges and alliances; and

WHEREAS, the Greater Durham Chamber of Commerce has as one of its aims and objectives the promotion and stimulation of international trade and commerce and cultural understanding and alliances:

NOW THEREFORE this Memorandum of Agreement and Understanding sets forth below those matters which are the subject of mutual consent and understanding between the parties hereto.

1. **TRADE MISSIONS:** The North East Chamber of Commerce and the Greater Durham Chamber of Commerce hereby agree to facilitate, promote, organize, and coordinate commercial trade missions to each other's respective territories being the North East of England and Durham County respectively. Such missions shall occur at appropriate intervals during the lifetime of this agreement at the discretion of the party responsible wishing to do business in the areas within the North East of England region and Durham County respectively.
2. **TRADE LEADS:** The North East Chamber of Commerce and the Greater Durham Chamber of Commerce hereby agree to provide to each other information relating to companies and individuals wishing to conduct commercial transactions of whatsoever nature in their respective territories.
3. **BUSINESS OPPORTUNITIES:** The North East Chamber of Commerce and the Greater Durham Chamber of Commerce hereby mutually agree to advise each other of business opportunities in each other's region, including opportunities for licensing and distributorship agreements, representation agreements, joint ventures, investments, acquisitions, and other matters of commercial interest, and particularly to work with County Durham Development Company and Durham County Government to this end.
4. **ASSISTANCE:** The North East Chamber of Commerce and the Greater Durham Chamber of Commerce hereby mutually agree to provide assistance to members of each organization visiting each other's territory, such assistance to include general advice and assistance but shall not include any requirements to provide specific services such as accommodation, communication, or meeting facilities, etc.
5. **REPRESENTATIVE EXCHANGES:** Periodically representatives from the North East Chamber of Commerce and the Greater Durham Chamber of Commerce shall visit each other's region. Both parties shall endeavor to send at least one representative on an annual basis to each other's region but there shall be no obligations in this respect.

This agreement is not intended to be legally binding upon the parties but represents merely a Memorandum of Agreement and Understanding.

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In witness whereof the parties hereto have executed this agreement under signature of their duly authorized representatives this 9th day of November, 1998.

For and on behalf of the North East
Chamber of Commerce, Trade and
Industry

For and on behalf of the Greater
Durham Chamber of Commerce

Michael Bird
Chief Executive

Thomas J. White
President/CEO

Chairman Black said the Commissioners were presented the seal of the Durham County Council. The seal will be displayed in the County Manager's office.

Youth Coordinating Board—Minneapolis, Minnesota Trip

Chairman Black said a group of ten County and City representatives (Commission Chairman MaryAnn E. Black, Commission Vice-Chairman Ellen Reckhow, Commissioner Becky Heron, Chief District Court Judge Ken Titus, Mayor Pro Tem Howard Clement, School Board Chairwoman Kathryn Meyers, Dr. Donna-Marie Winn, Deputy County Manager Michael Palmer, Assistant City Manager Greg Bethea, and Youth Coordinating Board Director Anita Daniels) went to Minneapolis, Minnesota November 5-6 to meet with elected officials and staff from the Minneapolis Youth Coordinating Board. Ms. Anita Daniels will present findings (similarities and differences) between the two programs relative to structure, funding, programming, etc. at the November 23, 1998 Regular Session.

Chairman Black, Vice-Chairman Reckhow, and Commissioner Heron made brief remarks about the trip.

Anchor Award for November 1998

Robyn Riley, Budget Technician, was selected by the County Manager to receive the Anchor Award for November. The Anchor Award is given each month to an employee that exemplifies the qualities that are valued in public service. Ms. Riley was cited by several internal departments and external nonprofit agencies for her assistance and guidance during last year's budget preparations. In addition, she worked diligently to ensure that the transition to the new Budget Director was smooth.

County Manager's Recommendation: Please join the County Manager in commending and thanking Ms. Riley for her efforts on Durham County's behalf. The Board Chair will present Ms. Riley with a \$200 check and a display for her desk as a token of our appreciation.

Chairman Black introduced and made remarks about Ms. Riley. She presented Ms. Riley a \$200 check and a plaque.

Ms. Riley made remarks of appreciation for the recognition.

Introduction of New Budget Director

County Manager David F. Thompson formally introduced Ms. Claudia Odom and announced her appointment as the Durham County Budget Director.

Ms. Odom served as Interim Budget Director since July of 1998. Previously, she worked as a Budget Analyst with Durham County. Prior to that, she worked as a Program Coordinator with the North Carolina Partnership for Children training local Executive

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Directors on budgeting, fiscal management program services, and evaluation. She has also worked with the Partnership as a Public Policy Analyst.

Upon her appointment, County Manager Thompson stated that “It is especially satisfying that I am able to appoint a current County employee to this important position. Ms. Odom has the drive, knowledge base, and established relationships to make a significant contribution to Durham County Government and the community we serve.”

Ms. Odom made remarks of appreciation for the appointment of Budget Director.

The Commissioners made remarks of congratulation.

Consent Agenda

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

- * (a) Declaration of surplus property and approval of resolution for public auction sale (declare schedule items to be surplus, and authorize the County Manager to proceed with an auction of the properties listed);
- * (b) Approval of construction contract for the Judicial Building roof replacement—Project #99-006 (authorize execution of the above contract to Baker Roofing Company, the low bidder, in the amount of \$209,480, and authorize the County Manager to execute change orders, if necessary, not to exceed the project budget of \$218,900); and
- * (c) Elevator preventive maintenance and repair service (authorize the County Manager to enter into a contract with Southern Elevator Company Inc. (SEC) in an amount not to exceed \$33,480 annually to provide elevator preventive maintenance and repair services, plus an amount not to exceed \$5,500 for a one-time, five-year load test. This is a good example of attempting to combine separate existing contracts when possible to obtain the same as or better service with a lower cost. Staff should be commended for this effort).

The motion carried unanimously.

*The documents related to these items follow:

Consent Agenda 6(a). Declaration of surplus property and approval of resolution for public auction sale (declare schedule items to be surplus, and authorize the County Manager to proceed with an auction of the properties listed).

RESOLUTION AUTHORIZING PUBLIC AUCTION SALE

WHEREAS, the County of Durham accumulated surplus personal property consisting of miscellaneous automobiles, office furniture and machines, and other items no longer needed for County operational purposes; and

WHEREAS, the County of Durham desires to dispose of these items by sale at public auction as provided by North Carolina General Statute 160A-270:

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NOW, THEREFORE, BE IT RESOLVED by the Durham County Board of Commissioners that the sale at public auction at the time, place, and conditions set out herein is authorized and directed:

1. The public auction for vehicles is to take place at the Durham County Sheriff's Department Firing Range on Exum Drive off Redwood Road, Durham, North Carolina, on November 20, 1998, at 12:00 p.m. Other surplus items will be auctioned at the Carmichael Building, 300 North Duke Street, Durham, North Carolina, on November 21, 1998, at 10:00 a.m.
2. The terms of the sale will be cash or good check. Item(s) purchased must be paid for on the day of the sale.
3. In accordance with statutory requirements, David Thompson, County Manager, shall be authorized as the County official in charge of the disposal of the surplus personal property.
4. A tabulation of all "high bids" will be presented to the Board of Commissioners as a matter of record.
5. Item(s) purchased at Public Auction may remain on County property until 5:00 p.m. on November 25, 1998; however, it will be at the risk of the purchaser. For any item(s) requiring extensive time for removal, purchasers may arrange additional removal time with Durham County General Services Department.
6. The successful bidder(s) will also be required to provide evidence of insurance for removal of any item(s) so indicated.
7. Successful bidder(s) on any item(s) requiring labor, tools, or materials for dismantling and removal of the item(s) purchased shall furnish all such tools, materials, and labor and shall hold Durham County free of any claims for any personal injuries, damages, or liabilities incurred for removal of the item(s).
8. All items will be sold on an "as is" and "where is" basis. The County will make no guarantees and assumes no responsibility for any of the items.

BE IT FURTHER RESOLVED that a copy of this resolution shall be published in the Herald-Sun Newspaper once at least ten days prior to the date of the sale.

"BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS of the County of Durham this 9th day of November, 1998."

Consent Agenda 6(b). Approval of construction contract for the Judicial Building roof replacement—Project #99-006 (authorize execution of the above contract to Baker Roofing Company, the low bidder, in the amount of \$209,480, and authorize the County Manager to execute change orders, if necessary, not to exceed the project budget of \$218,900).

The bid tabulation follows:

BID TABULATION FORM—JUDICIAL BUILDING ROOF REPLACEMENT
Durham County Judicial Building, Durham, NC Bids Received October 6, 1998

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Contractors	5% Bid Bond	Add. #1 Received	Base Bid	Alternate #1	Alternate #2	Alternate	TOTALS
Baker Roofing Co. Lic #35812	X	X	\$209,480	Add \$270,738	No Bid	-	\$480,218
The Hamlin Cos. Lic #5855	X	X	\$263,700	Add \$291,130	No Bid	-	\$554,830
AAR of NC Lic #21667	X	X	\$216,250	Add \$153,150	No Bid	-	\$369,400
SUNLIFE Lic #31088	X	X	No Bid	No Bid	\$21,225	-	\$21,225
State Roofing Co.	-----NO BID-----						
Cyclone Roofing Co. Lic #12781	X	X	\$246,900	Add \$148,400	No Bid	-	\$395,300
Worthington Associates	-----NO BID-----						
T. R. Driscoll Inc. Lic #7839	X	X	\$283,000	Add \$167,000	No Bid	-	\$450,000

Alternate #1—3rd and 7th floor projections—same as Base Bid
 Alternate #2—Restoration—reinforced fiber overlay

CERTIFIED BID TABLUATION
 Certified by /s/ Dennis B. Nicholson
 Architect
 2514 University Drive, Suite 202
 Durham, North Carolina 27707
 Date: 10/7/98

Consent Agenda 6(c). Elevator preventive maintenance and repair service (authorize the County Manager to enter into a contract with Southern Elevator Company Inc. (SEC) in an amount not to exceed \$33,480 annually to provide elevator preventive maintenance and repair services, plus an amount not to exceed \$5,500 for a one-time, five-year load test).

The tabulation sheet follows:

NAME OF FIRM	TOTAL PROPOSAL COST	RESPONSES
Thyssen Elevator Corp.	\$52,356	Met All Proposal Requirements
Otis Elevator Co.	\$43,672	Met All Proposal Requirements
Southern Elevator Co.	\$39,030	Met All Proposal Requirements
A.S.K. Elevator Co.	\$48,060	Met All Proposal Requirements
Dover Elevator Co.	\$41,952	Met All Proposal Requirements
Montgomery Kone	\$49,440	Met All Proposal Requirements

BUILDING	# CARS	CURRENT VENDOR	COST/YEAR	NEW VENDOR
CARMICHAEL	3	SOUTHERN ELEVATOR	\$5,940.00	SOUTHERN ELEVATOR
GENERAL SERVICES	1	SOUTHERN ELEVATOR	\$1,310.40	SOUTHERN ELEVATOR
HEALTH DEPARTMENT	2	OTIS	\$9,524.88	SOUTHERN ELEVATOR
JUDICIAL	4	THYSSEN	\$14,856.00	SOUTHERN ELEVATOR
MAIN LIBRARY	2	DOVER	\$8,201.28	SOUTHERN ELEVATOR
OLD COURT HOUSE	2	DOVER	\$7,788.48	SOUTHERN ELEVATOR
SOCIAL SERVICE	3	OTIS	\$15,188.28	SOUTHERN ELEVATOR
<u>TOTALS</u>	17		\$62,809.32	
			SAVINGS/YR.	\$29,329.32

Note: The initial contract is for a period of two years, with an optional one-year renewal up to five years. The savings potential may be as much as \$146,646.60 over a five year period.

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Public Hearing--Utility Fee Schedule

The Environmental Engineering Office requested approval of revisions to the Utility Fee Schedule. These revisions were a part of a Fee Study completed by the Raftelis Environmental Consulting Group which was presented to the Board at the October 5 Worksession.

The revisions consisted of replacing the current Capital Facility, Line Frontage, and Acreage Fees with a single, new Capital Recovery Charge.

This public hearing was scheduled at the October 26 Board meeting and was advertised ten days prior to the hearing as required.

Glen Whisler presented this item.

County Manager's Recommendation: Adopt the ordinance and fee schedule after taking into account any revisions created by public input.

Chairman Black called on the Commissioners for questions and comments.

Mr. Whisler, Mr. Chuck Hill, and County Manager David F. Thompson responded to the questions and comments.

Chairman Black expressed that the fee schedule should be sent back to staff for additional work and consideration.

County Manager Thompson suggested that item Nos. 1 and 2 of the Utility Fee Schedule be deferred. His major concern was the approval of item No. 5 (Capital Recovery Charges).

Chairman Black opened the public hearing that was properly advertised.

Jackie Brown, 3005 Davie Drive, asked a question about water and sewer line ownership when an area is annexed.

County Attorney Chuck Kitchen responded that an agreement between the City and County conveys the water and sewer lines to the City when annexation occurs.

As no one else asked to speak, Chairman Black closed the public hearing and referred the matter back to the Commissioners for consideration.

Commissioner Bell moved, seconded by Commissioner Bowser, to approve Sections 3, 4, and 5 of the Durham County Utility Fee Schedule and amendments to Section 26 of the Durham County Code of Ordinances effective November 9, 1998.

The motion carried unanimously.

The Utility Fee Schedule and amendments to Section 26 of the Durham County Code of Ordinances follow:

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**DURHAM COUNTY UTILITY FEE SCHEDULE
EFFECTIVE NOVEMBER 9, 1998**

3. INSPECTION/MANAGEMENT FEE

\$0.59 per linear foot

4. LATERAL FEE

\$1,500 per service

5. CAPITAL RECOVERY CHARGES

<u>CUSTOMER TYPE</u>	<u>Charge</u>	<u>Parameter</u>
Single Family (Minimum 2 Bedrooms)	\$ 402	Each
Single Family (Each Bedroom Above 2)	\$ 201	per Bedroom
Multi-Family (Apartments, Duplexes, Condominiums)	\$ 201	per Bedroom
Multi-Family (Motels, Hotels)	\$ 201	per Room
Multi-Family (Motels, Hotels with Cooking Facilities in Room)	\$ 293	per Room
Nursing/Rest Home	\$ 101	per Bed
Nursing/Rest Home with Laundry	\$ 201	per Bed
Office - per Shift	\$ 42	per Person
Factory - per Shift	\$ 42	per Person
Factory with Showers - per Shift	\$ 59	per Person
Store, Shopping Center, Mall	\$ 201	per 1000 Square Feet
With Food Service	ADD \$ 67	per Seat
Restaurant	GREATER \$ 67	per Seat
OF	OR \$ 67	per 15 Square Feet of Dining Area
Restaurant - 24 Hour Service	\$ 84	per Seat
Restaurant - Single Service (Exclusive of Fast Food)	\$ 42	per Seat
School - Day - With Cafeteria, Gym, Showers	\$ 25	per Student
School - Day - With Cafeteria Only	\$ 20	per Student
School - Day - With Neither Cafeteria Nor Showers	\$ 17	per Student
School - Boarding	\$ 101	per Person
Church (Not Including Food Service, Day Care, Camps)	\$ 5	per Seat
Miscellaneous (Based on Design Average Daily Flow)	\$ 1.675	per Gallon

UTILITIES

ARTICLE I. IN GENERAL

Sec. 26-1. Fees.

(a) The county's lateral fee, capital recovery fee, inspection/management fee, and any applicable utility connection fee shall be paid in full before a building permit is issued for new construction. The county manager may permit the issuance of a building permit before the payment of all applicable utility fees. The county manager shall specify a particular due date for these fees, but the date shall not be more than 60 days after issuance of the building permit.

(b) The City of Durham shall pay all applicable utility fees before the connection is made to the utility system.

(c) All unpaid utility bills shall be charges interest on the unpaid balance at the legal rate of interest, as defined by the General Statutes.

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(d) Whenever a property, upon which a sewer rental is hereby imposed, uses water from the city's water supply system for an industrial or commercial purpose so that the water so used is not discharged in the sewage system of the county, the quantity of water so used and not discharged into the county's sewers shall be excluded in determining the sewer rental of such property provided the quantity of water so used and not discharged into the county's sewers is measured by a device approved by the county manager and installed and maintained without cost to the county, and provided that the water supply of such property is metered, and the owners pay for such water at metered rates. The sewer rental, based upon the consumption of city water to be paid by the owner of such property, shall be computed at the rates established for sewer service and using the quantity of water equal to the total quantity of water furnished such property by the city, less a quantity not discharged into the county's sewers; provided, however, that where in the opinion of the county manager it is not practical to install a measuring device to determine continuously the quantity of water not discharged in the county's sewers, the county manager shall determine periodically in such a way and by such a method as he may prescribe the quantity of metered water discharged in the county's sewers, and the quantity of water used to determine sewer rental shall be the portion so determined of the quantity measured by water meter or meters. Any dispute as to the estimated amount shall be submitted to the county manager whose decision on the matter shall be final.

Secs. 26-2 -- 26-25. Reserved.

ARTICLE II. SEWER SERVICE

Sec. 26-26. Fees.

(a) The current sewer system fee schedule adopted by the Board of County Commissioners, and on file in county offices, is hereby adopted as the county utility fee schedule and such fees shall be charged for all new connections which are tributary to or directly connected to the county's sewer system.

(b) Additional capital recovery charges shall be charged for existing customers when the customer exceeds the wastewater allocation applicable to the initial connection. The fees to be charged shall be determined on the basis of the quantity of additional wastewater service used or desired.

(c) Capital recovery charges and other applicable fees shall be payable before a building or plumbing permit is issued.

(d) The fees collected shall be earmarked for and applied to the cost of constructing new wastewater treatment facilities and expansions to existing facilities.

Southeast Durham Plan

Southeast Durham is one of 15 small areas that comprise Durham County. The planning area is approximately 29 square miles and is located between NC 147, NC 98 and the Durham-Wake County line, and T. W. Alexander Parkway. Southeast Durham is a mix of rural, suburban and urban neighborhoods, with a growing industrial base on the edge of the Research Triangle Park.

The Southeast Durham Plan is a detailed guide for future land use and development in the area based on the adopted *Durham 2020 Comprehensive Plan*. Outside of the Urban Growth Area, the plan recommends rural land uses. Inside the Urban Growth Area, the plan calls for new suburban housing areas, new commercial centers along major roads, and new employment centers near the Research Triangle Park. The first segment of Eno Drive scheduled to be constructed traverses the planning area and will significantly improve access to the area. Future public sewer services in the Lick Creek basin will likely stimulate demand for new housing and commercial development. The Southeast Durham

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Plan seeks to accommodate new development while protecting the integrity of existing neighborhoods.

The Board conducted a public hearing about the Southeast Durham Plan in September. The Board referred the plan to the Joint City-County Planning Committee to coordinate with the City Council on two issues: a) possible zoning changes to actively implement the Plan's Future Land Use Map; and b) suburban vs. rural land uses and the location of the Urban Growth Area boundary in the Leesville Road area. The Committee requested minor changes related to plan references to Eno Drive and US 70 commercially zoned property (both of which have been incorporated) and recommended adoption by the elected boards.

Mr. Keith Luck was the principal planner for the small area plan and presented this item to the Board.

County Manager's Recommendation: Adopt the March 4, 1998 Draft Southeast Durham Plan with the modifications indicated on the October 23, 1998 Addenda, including Options C and D to the extent they fall within the planning area.

The Commissioners asked several questions and made comments about the plan to which Mr. Luck responded.

Mr. Richard Kaiser, 2916 Scuppernong Lane, talked about the process which he expressed as "wonderful." He serves as Vice President of the homeowners' association. He requested that the Commissioners defer approval until he could meet with the homeowners to review the final document.

Dr. George Conklin, 2905 Scuppernong Lane, said the homeowners have concerns about several aspects of the plan, one of which was the recreational facilities improvement.

County Attorney Chuck Kitchen said the Commissioners could defer action until the next meeting. However, if the deferment extends beyond 100 days, another public hearing may be required.

After discussion, the Commissioners took the following formal action:

Commissioner Heron moved, seconded by Commissioner Bowser, to defer action on the Southeast Durham Plan for two weeks (November 23, 1998) and ask Planning staff to convene another neighborhood meeting to inform residents of the changes, come to an agreement, and bring the plan back to the Commissioners.

Vice-Chairman Reckhow requested that Planning staff respond to the issue of recreational facilities reflected in the plan.

Commissioner Heron amended her motion to bring the plan back to the Commissioners on the first regular meeting in December (December 14, 1998).

Commissioner Bowser accepted the amendment to the original motion.

The motion carried unanimously.

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Interlocal Cooperation Agreement Between Durham and Wake Counties and the Cities of Durham and Raleigh

For several years, there has been discussion concerning how the area between Durham and Raleigh would be developed and served by municipal services. Proposals have been brought to the Board to allow development and utility services to be extended in portions of the County near the Wake County line. The Board has desired discussions between the two counties and two cities about how to approach this as a prerequisite to any formal agreement.

Recently, there have been such discussions. At the September 18 meeting of the group, it was agreed to go forward with a general, "umbrella" agreement for cooperation. This would be followed by a specific annexation and utility service agreement between the two cities that adheres more closely to the county line and a later series of three-party agreements between individual developers, the host county, and the city providing utility service. Vice-Chairman Reckhow and Commissioners Heron and Bowser were at the September 18 meeting and endorsed this action. The "umbrella" cooperation agreement has been adopted by the City of Raleigh.

Paul Norby, Planning Director, was present to answer any questions of staff.

County Manager's Recommendation: Approve the agreement.

Commissioner Bell asked if the Durham County, Wake County, City of Durham, and City of Raleigh work group would consider the "fairness" of the water rates.

There was an affirmative response.

Mr. Norby said this agenda item is the first step in a three-step process. It will resolve service delivery and annexation and planning issues in the Durham/Wake County line area. He explained the need for the interlocal cooperation agreement between the four governments. The second step in the process is an ordinance to be adopted by the City Councils of Durham and Raleigh. This ordinance will create a mutual annexation and utility service agreement to vary in either direction from the county line as needed with the understanding that variations would be kept to a minimum. The third step would be individual agreements to be brought to the respective Board of County Commissioners, city, and developer that would serve the area being developed.

The Commissioners asked several questions and made comments about the proposal. Mr. Norby responded.

After a lengthy discussion, the following motion was made:

Vice-Chairman Reckhow moved, seconded by Commissioner Bowser, to approve the Interlocal Cooperation Agreement Between Durham and Wake Counties and the Cities of Durham and Raleigh.

The motion carried with the following vote:

Ayes: Chairman Black, Vice-Chairman Reckhow, and
Commissioners Bowser and Heron
Noes: Commissioner Bell

Commissioner Bell explained his opposition to the interlocal cooperation agreement.

The resolution follows:

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A RESOLUTION ESTABLISHING AN INTERLOCAL COOPERATION
AGREEMENT BETWEEN DURHAM COUNTY, NORTH CAROLINA;
WAKE COUNTY, NORTH CAROLINA; THE CITY OF DURHAM, NORTH
CAROLINA; AND THE CITY OF RALEIGH, NORTH CAROLINA

WHEREAS, the governing bodies of Durham County and Wake County, NC; the City of Durham, NC; and the City of Raleigh, NC desire to foster good relations; and

WHEREAS, all four governing bodies and their staffs wish to engage in a process of mutual dialog to obtain a better understanding of the needs and goals of each community; and

WHEREAS, all four governing bodies seek to have appropriately planned development for their respective areas; and

WHEREAS, all four governing bodies acknowledge the urbanization potential of properties near the Wake/Durham County line and consequently the need to coordinate land use and transportation, development, service delivery, and annexation issues that arise in this general vicinity:

NOW, THEREFORE, BE IT RESOLVED that in order to foster and maintain a system of sound land use planning and regulation which can be relied upon by the public and private owners of land as a basis for investment decisions, the protection of the environment and a climate conducive to the healthy economic and social growth and development of our four jurisdictions, by mutual consent it is agreed by these governing bodies that:

1. The administrative staffs of the jurisdictions shall coordinate with each other on a timely basis in order to mutually exchange and review zoning requests, special use permits, subdivisions, site plans, and annexations requested for land in the vicinity of the Wake/Durham County line.
2. The administrative staffs of each jurisdiction shall pursue cooperative efforts to coordinate plans and development regulations for land in the vicinity of the Wake/Durham County line. The objectives of this cooperation are to:
 - a. Seek compatible uses of land and natural resources;
 - b. Achieve a smooth transition between areas of development within each jurisdiction;
 - c. Provide an appropriate entryway into each jurisdiction from the other; and
 - d. Encourage orderly development and the efficient delivery of urban services which will maintain and enhance property values in each jurisdiction.
3. That in accordance with the intent of this resolution, the City of Durham may extend utility service into Wake County, and the City of Raleigh may extend utility service into Durham County, without annexation, by entering into a utility service agreement with language contained in the model entitled "THREE PARTY UTILITY AGREEMENT BETWEEN THE CITY OF (RALEIGH/DURHAM), (WAKE COUNTY/DURHAM COUNTY), AND PROPERTY DEVELOPER" with party names variable depending on site location. Areas into which utilities are extended must respect designated future water and sewer service areas of Raleigh or Durham as outlined in an ANNEXATION AGREEMENT as adopted by the Cities of Raleigh and Durham in accordance with N.C.G.S. 160A-58.24.

Adopted by the City of Raleigh: October 6, 1998
/s/ Tom Fetzer
Mayor, City of Raleigh

Adopted by the City of Durham: November 16, 1998
/s/ Nicholas Tennyson
Mayor, City of Durham

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Adopted by the County of Wake: December 15, 1997

/s/ John Converse

Chairman, Wake Board of Commissioners

Adopted by the County of Durham: December 23, 1998

/s/ MaryAnn E. Black

Chairman, Durham Board of Commissioners

Falls Lake Normal Pool Survey on Ellerbee Creek

At its August Worksession, the Board discussed a proposal to fund a survey of the Falls Lake normal pool location on Ellerbee Creek. The Board expressed concern that this survey would establish an undesirable precedent for other community groups or property owners to request a similar effort on other tributaries.

The Board gave approval to proceed with a survey conditioned upon receipt of a letter from the Corps that the methodology utilized on Ellerbee Creek was in fact different than that of other tributaries. Furthermore, the Board wanted assurances that this new survey would be consistent with the methodology used on the other tributaries. Commissioner Heron inquired as to whether the KCI survey could be utilized instead of a new survey.

Letters sent by Mr. Keith Luck to Mr. Steve Zoufaly of NCDENR discussed the steps following the survey and to Linwood Rogers of the Army Corps of Engineers concerned the methodology. They responded to the letters. Mr. Rogers has provided the written confirmation needed for the survey to proceed.

County Manager's Recommendation: That the Board concur that the documentation provided by Mr. Rogers satisfies the Board's concern for consistency. That the Board approve a transfer of \$5,000 from the County's contingency fund to the professional services line-item of the Manager's budget to initiate the contract for the survey.

County Manager Thompson reviewed the Commissioners' requests concerning this item. The only outstanding request was that Mr. Rogers come before the Board to discuss the entire mapping project.

Mr. Luck provided information on his conversation with Mr. Rogers on the KCI survey. Mr. Rogers confirmed that the KCI report revealed no reference to a location on the Ellebee Creek tributary of the 251.5 elevation. Mr. Luck distributed the KCI report to the Commissioners for their review. Mr. Smith, KCI Associates of North Carolina, also found no record of any reference locating the 251.5 feet elevation on Ellerbee Creek.

Commissioner Heron had several questions about the survey to which County Manager Thompson responded. She reiterated that Mr. Rogers should visit the Board to answer questions.

After a lengthy discussion, the following motion was made:

Vice-Chairman Reckhow moved, seconded by
Commissioner Bell, to authorize County Manager
Thompson to proceed according to his recommendation.

The motion carried unanimously.

The budget ordinance amendment follows:

November 9, 1998

DURHAM COUNTY, NORTH CAROLINA
FY 1998-99 Budget Ordinance
Amendment No. 99BCC000017

BE IT ORDAINED BY THE COMMISSIONERS OF DURHAM COUNTY that the FY 1998-99 Budget Ordinance is hereby amended to reflect budget adjustments for the County Manager's Department.

GENERAL FUND

	<u>Current Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised Budget</u>
<u>Expenditures</u>				
General Government	\$17,709,079	\$5,000		\$17,714,079
Nondepartmental	\$ 400,000		\$5,000	\$ 395,000

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

This the 9th day of November, 1998.

(Budget Ordinance Amendment recorded in Ordinance Book _____, page _____.)

County Commissioners' Public Internet Access Project

The Board was requested to authorize the County Manager to enter into a contract with Ameritech Library Services (ALS) in an amount not to exceed \$166,734 to provide a software upgrade and training for an existing ALS system plus an amount not to exceed \$84,201 to provide a hardware upgrade. Estimated funding for the acquisition was appropriated in the Library FY 1997-98 budget and in the PAYG for this FY 1999 budget.

Durham Library has used the Ameritech Library Services automation system since 1987 for public access to the library catalog. ALS has continued to enhance the existing system, as well as produced new versions and upgrades. ALS is the only source available for the software upgrade of an existing ALS system. Thus, the software is being procured as a sole source acquisition.

Invitation for Bids #99-017 for hardware upgrade was publicly advertised and mailed to nine companies on October 19, 1998. Bids were received and evaluated on November 3, 1998. It was determined that ALS offered the most competitive price when integration service fees, turnkey discounts, and installation costs were factored into the total hardware cost.

County Manager's Recommendation: Authorize the County Manager to enter into a contract with Ameritech Library Services (ALS) in an amount not to exceed \$166,734 to provide the software upgrade for the existing ALS system plus an amount not to exceed \$84,201 to provide the hardware upgrade. Based on staff estimates for the completion of this project, it appears that we will need to shift approximately \$25,000 in the PAYG to complete the Public Internet Access and Computer Upgrade Project.

Perry Dixon, Director of Information Services, presented the proposal to the Commissioners.

Commissioner Bowser moved, seconded by Vice-Chairman
Reckhow, to approve the County Manager's
recommendation.

November 9, 1998

The motion carried unanimously.

Bidder results follow:

NAME OF FIRM	HARDWARE BID COST	INTEGRATION & INSTALLATION COST	TOTAL HARDWARE COST
Ameritech Library Svs.	\$73,801.00	\$10,400.00	\$84,201.00
Sirius Computer Solutions	\$69,310.00	\$21,060.00	\$90,370.00
Yorel Integrated Solutions	\$64,970.50	\$21,060.00	\$86,030.50

PARTIAL BID/NONRESPONSIVE/NO BID	
Enpoint Technologies	Partial Bid
Pioneer Standard Elect.	Partial Bid
Workforce	No Bid
Alphanumeric	No Bid

Closed Session

Vice-Chairman Reckhow moved, seconded by Commissioner Bowser, to adjourn to Closed Session to discuss the location or expansion of industries or other businesses pursuant to G.S. 143-318.11(a)(4) and G.S. 143 318.11(a)(5).

The motion carried unanimously.

Reconvene Into Public Session

Chairman Black stated the Commissioners gave directions to the County Manager concerning a business negotiation and real estate. No official action was required.

Adjournment

Commissioner Bell moved, seconded by Commissioner Bowser, to adjourn the meeting at 10:10 p.m.

The motion carried unanimously.

Respectfully submitted,

Garry E. Umstead, CMC
Clerk to the Board

GEU:VCS